

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Debra M. Cordes, President
Mr. Ernest "Mo" Morrison, Clerk
Mr. Denis O'Leary, Member
Mrs. Veronica Robles-Solis, Member
Ms. Monica Madrigal Lopez, Member

ADMINISTRATION

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

AGENDA #5
REGULAR BOARD MEETING
Wednesday, October 10, 2018
5:00 p.m. – Study Session
Closed Session to Follow
7:00 PM - Regular Board Meeting

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

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

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

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Frontier Communications – Channel 37

October 10, 2018

Section A PRELIMINARY

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

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

ROLL CALL:

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

A.2 Pledge of Allegiance to the Flag

Mrs. Confidence Johnson, Principal at Juan Soria School (K-8), will introduce Maya Cortez Washington, 6th grader in Mrs. Barajas’ class, who will lead the audience in the Pledge of Allegiance.

A.3 District’s Vision and Mission Statements

The District’s Vision Statement will be read in English by Romeo Preciado, 5th grader in Mr. Alvarado’s class, then will be read in Spanish by Angelina Dominguez, 5th grader in Mrs. Romero’s class.

The District’s Mission Statement will be read in English by Syena Ragan, 7th grader in Mrs. Miranda’s class, then will be read in Spanish by Jocelyen Guerrero, 8th grader in Mr. Baumgartner’s class.

A.4 Presentation by Soria Academy of Technology, Arts and Language

Mrs. Confidence Johnson, Principal, at Juan Soria School, will provide a short presentation to the Board regarding Soria Academy of Technology, Arts and Language. Following the presentation President Cordes will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.6 Study Session – Presentation on District Assessments (DeGenna/Thomas)

The Board of Trustees will receive a presentation from the Educational Services Department regarding the student data for the 2017-2018 school year in English/Language Arts and Math for State and District assessments. Included in the presentation will be an instructional support plan for the 2018-2019 school year.

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

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

A.8 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
 - Conference with Legal Counsel – Existing Litigation: 2 cases
 - Office of Administrative Services Case No. OAH 2018-07-0161
 - J.R. 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:
 - None.

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

4. Pursuant to Section 54956.8 of the *Government Code*:
 - Conference with Real Property Negotiators (for acquisition of new school site):
 - Property: Parcel located on Teal Club Road, North of Teal Club Road, South of Doris Avenue.
 - Agency Negotiators: Superintendent/Assistant Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
 - Negotiating Parties: Dennis Hardgrave on behalf of the property owners.
 - Under Negotiations: Instruction to agency negotiator on price and terms.

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

A.9 Reconvene to Open Session

7:00 PM

A.10 Report Out of Closed Session

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

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 School Attendance 2017-2018 – End of Year Report (DeGenna/Ridge)

The Administration will provide the Board a presentation and report that provides an overview of student attendance for the 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.

A.12 Transportation Department Annual Report (Penanhoat/Briscoe)

The administration will provide the Board a presentation on Transportation Department safety, program accomplishments and goals.

A.13 Report on 2018 Facilities Summer Projects (Penanhoat/Fateh)

The administration will provide the Board a presentation on Facilities projects accomplished during the summer of 2018.

A.14 Approval of Resolution #18-17 for School Administrator Week (Dr. Morales)

In observance of the importance of educational leadership at the school, school district, and county levels, the second full week in the month of October of each year shall be designated as Week of the School Administrator. Schools, school districts, 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.

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.15 Announcement of New Administrator to the Board of Trustees (Dr. Morales)

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

- Confidence Johnson, Principal, Juan Soria School (K-8)
- Genaro Magaña, Assistant Principal, Haydock Middle School

**Note: No new items will be considered after 10:00 p.m. in accordance with
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Section B PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

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

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

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

B.2 Public Hearing – Approval of Hearing to Present Finding of Sufficient Instructional Materials for 2018-2019 and Adoption of Resolution #18-16 (DeGenna/Thomas)

Hold a public hearing 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.

Presentation:
Board Discussion:
Public Comment:

It is the recommendation of the Director of Curriculum, Instruction and Accountability, and the Assistant Superintendent of Educational Services, that the Board of Trustees adopt the Resolution #18-16 of sufficiency of instructional materials.

ROLL CALL VOTE:

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

**Note: No new items will be considered after 10:00 p.m. in accordance with
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Section C CONSENT AGENDA

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

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

C.1 Agreements

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

Academic:

- #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. DeGenna/
Batista

Enrichment:

- #18-130 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. DeGenna/
Ridge
- #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. DeGenna/
Johnson
- #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. DeGenna/
Johnson
- #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. DeGenna/
Santamaria

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Section C CONSENT AGENDA

C.1 Agreements (continued)

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

Enrichment:

- #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. DeGenna/
Thomas

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. DeGenna/
Sugden

C.2 Ratification of Agreements (Continued)

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

Academic:

- #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. DeGenna/
Thomas

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. Penanhoat/
Fateh

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. DeGenna/
Sugden
- #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. DeGenna/
Sugden

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Section C
CONSENT AGENDA
(continued)

C.2 Ratification of Agreements (continued)

It is recommended that the Board ratify the following agreements:	Dept/School
Special Education:	
<ul style="list-style-type: none"> ▪ #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. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ #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. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ #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. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ #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. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ #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. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ #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. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ #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. 	DeGenna/ Sugden

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Section C
CONSENT AGENDA
(continued)

C.2 Ratification of Agreements (continued)

It is recommended that the Board ratify the following agreements:	Dept/School
Special Education:	
<ul style="list-style-type: none"> ▪ #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. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ #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. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ #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. 	DeGenna/ Sugden
Support Services:	
<ul style="list-style-type: none"> ▪ #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. 	DeGenna/ Ridge
<ul style="list-style-type: none"> ▪ #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. 	DeGenna/ Ridge

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 Ratification of Agreements (continued)

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

Support Services:

- #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. DeGenna/
Thomas

C.3 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

At 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. The District, in consultation with CFW, recommends issuing Work Authorization Letter #15 to Earth Systems Pacific to provide Geotechnical Observation and Testing Services for the Harrington Early Child Development Center Project; amount not to exceed \$8,900.00, to be paid out of the Master Construct and Implementation funds. Dept/School
Penanhoat/
Fateh/
CFW

C.4 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

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 District, in consultation with CFW, recommends issuing 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. Dept/School
Penanhoat/
Fateh/
CFW

C.5 Ratification of Change Order #1 to Agreement #17-87 with Best Contracting Services, Inc. for Roof Replacement 2018 – Various Sites

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Change Order #1 – Best Contracting Services, Inc. in the amount of \$31,630.66 and an additional 14 excusable non-compensable calendar days. Dept/School
Penanhoat/
Fateh

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

Section C
CONSENT AGENDA
 (continued)

C.6 Approval of Amendment #1 to Agreement #17-208 Kruger Bensen Ziemer Architects, Inc.

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 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.

Dept/School
 Penanhoat/
 Fateh/

C.7 Ratification of Credit Change Order No. 001 to Agreement #18-34 with Ardalan Construction Company, Inc. for Asphalt Paving 2018 – Various Sites

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify 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.

Dept/School
 Penanhoat/
 Fateh/

C.8 Ratification of Field Contract #FC-P19-01353 – R. Jensen Co., Inc.

Proposals were solicited for Field Contract #FC-P19-01353, Tear Down and Relocation of two (2) Portables at the Harrington Early Child Development Center, pursuant to the Uniform Public Construction Cost Accounting Act. Three (3) proposals were received on Monday, August 27, 2018. It is requested that the Board of Trustees ratify 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.

Dept/School
 Penanhoat/
 Fateh

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

Section C
CONSENT AGENDA
 (continued)

C.9 Adoption of Resolution #18-13 – Biennial Review of Conflict of Interest Code

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution #18-13 incorporating the revisions through the Oxnard School District's Biennial Review of Conflict of Interest Code as presented.	Dept/School Penanhoat
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C.10 Enrollment Report

District enrollment as of August 31, 2018 was 16,138. This is 441 less than the same time last year. Information only.	Dept/School Penanhoat
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C.11 Establish/Abolish/Increase/Reduce Hours of Position

It is recommendation of the Director of Classified Human Resources that the Board of Trustees approve the establishment, abolishment, increase, and reduction of the positions as presented.	Dept/School Nair-Villano
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C.12 Personnel Actions

It is 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
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Section D ACTION ITEMS

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

D.1 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 District (Morales/Penanhoat/CFW)

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees adopt 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.

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

ROLL CALL VOTE:

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

D.2 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 (Morales/Penanhoat/CFW)

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees adopt 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.

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

ROLL CALL VOTE:

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

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

Section D ACTION ITEMS

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

D.3 Approval of Contractor Contingency Allocation No. 005 to Construction Services Agreement #17-117 with Bernards Bros. Inc. for the Marshall New Classroom Building Project (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 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.

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

ROLL CALL VOTE:

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

D.4 Ratification of Change Order No. 004 to Construction Services Agreement #17-139 with Ardalan Construction Company Inc. to Adjust Costs for the Harrington ECDC Project (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. 004 to Construction Services Agreement #17-139 with Ardalan Construction Company Inc. to provide 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.

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

ROLL CALL VOTE:

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

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

Section D ACTION ITEMS

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

D.5 Approval of Contractor Contingency Allocation No. 002 to Construction Services Agreement #16-199 with Bernards Bros. Inc. for the Elm Elementary School Reconstruction Project (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, that the Board of Trustees approve 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.

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

ROLL CALL VOTE:

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

D.6 Approval of Variable Term Waiver for Bilingual Authorization for 2018-2019 for Armando Alvarado (Vaca)

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for Armando Alvarado for the 2018-2019 school year, as presented.

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

ROLL CALL VOTE:

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

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

Section E APPROVAL OF MINUTES

E.1 Approval of Minutes

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

- 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

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

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

Section F
BOARD POLICIES

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

F.1 Second Reading of Board Policies, Regulations and Bylaws

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

Revision E 9270	Board Bylaws CONFLICT OF INTEREST	Penanhoat
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Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

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

Section G CONCLUSION

G.1 Superintendent's Announcements (3 minutes)

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

Notes:

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

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

Notes:

G.3 ADJOURNMENT

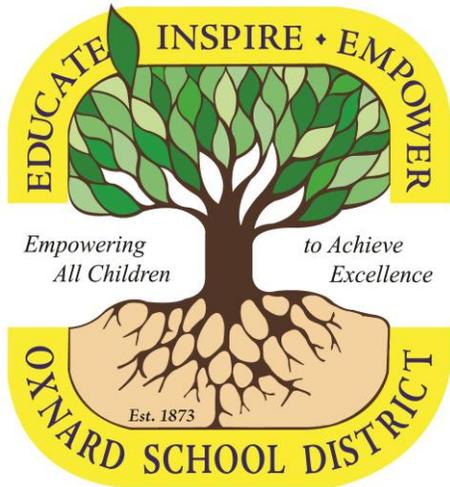
Moved:
Seconded:
Vote:

Time Adjourned: _____

ROLL CALL:

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

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



Vision:

Empowering All Children to Achieve Excellence

Mission:

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



Visión:

Capacitar a cada alumno para que logre la excelencia académica

Misión:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

- 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 District Assessments (DeGenna/Thomas)

The Educational Services Team will present student data for the 2017-2018 school year in English/Language Arts and Math for State and District assessments.

Included in the presentation will be an instructional support plan for the 2018-2019 school year.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees approve the presentation as outlined above.

ADDITIONAL MATERIAL:

Attached: Power Point

DATA PRESENTATION

2018-19



Oxnard School District



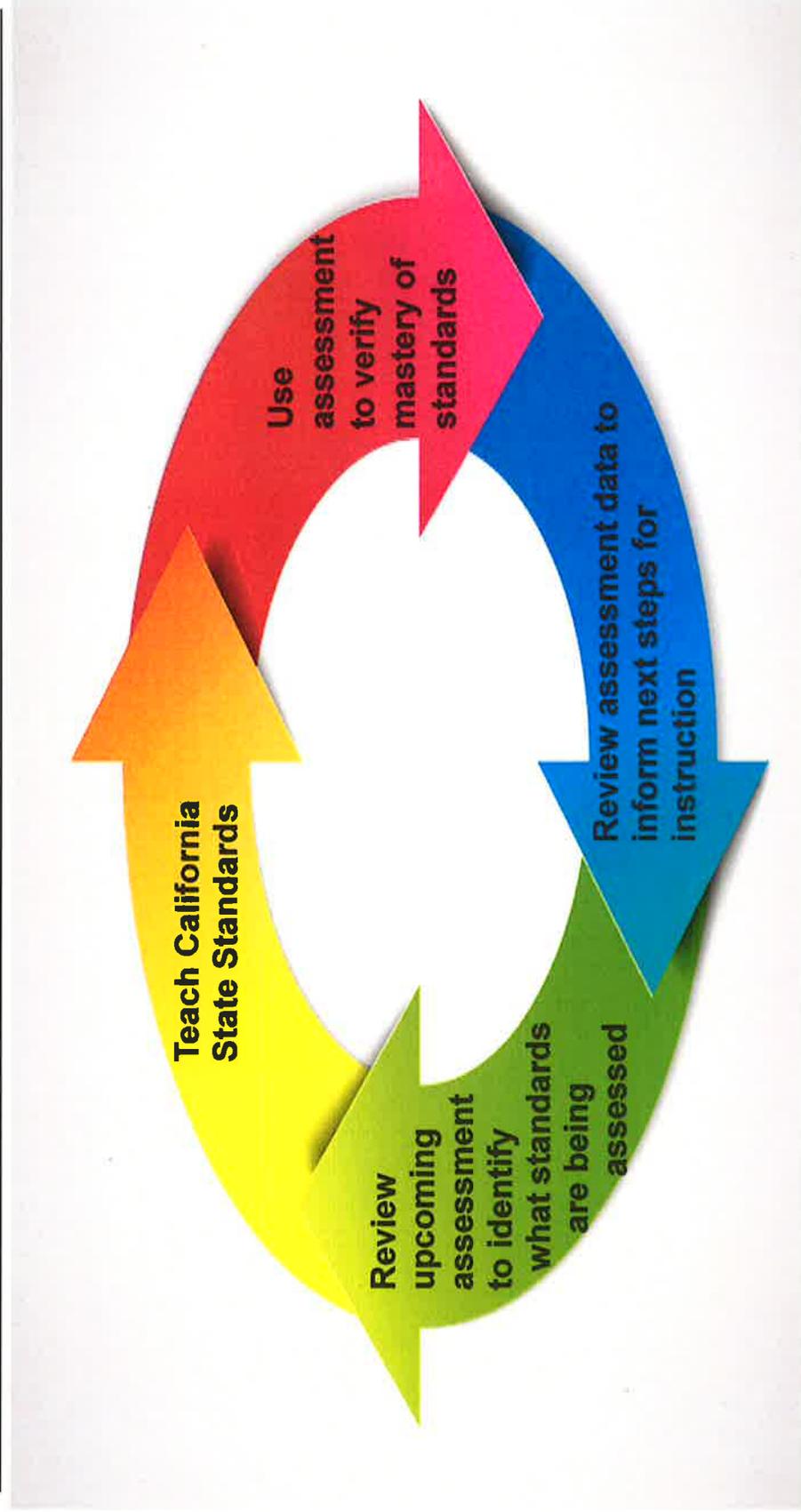
Assessment System

Data Reports
CAASPP
Distance From Met
STAR 360
English Learner
Dual Language

Plan to address academic need



Instruction-Assessment Cycle



Assessment Calendar

Oxnard School District Assessment Calendar 2018-2019

Language Arts

Assessment	Grades	Baseline Data for Reflection	Mid-year Data for Reflection	Spring Data
STAR 360 Early Literacy*	K-1	Aug 20-31	Oct 29-Nov 9	May 13-17
STAR 360 Reading*	2-8	Aug 20-31	Oct 29-Nov 9	Feb 25-Mar 8
Writing (type of sample determined by site)	K-8	One writing sample per unit	One writing sample per unit	One writing sample per unit
ELD Assessment	K-8	Use ELPAC 2017 data	Oct 22-Nov 1 <ul style="list-style-type: none"> Wonders ELD Unit 1 for K-5 District ELD test for 6-8 	ELPAC 2018
Interim Assessment Block (SBAC) <ul style="list-style-type: none"> type of IAB determined by site one should be a performance task 	3-8	Completed by Oct 5	Completed by Dec 7 (performance task due)	Completed by Mar 15

*For DLV/TBE classes, STAR 360 assessments need to be administered in both languages.

Math

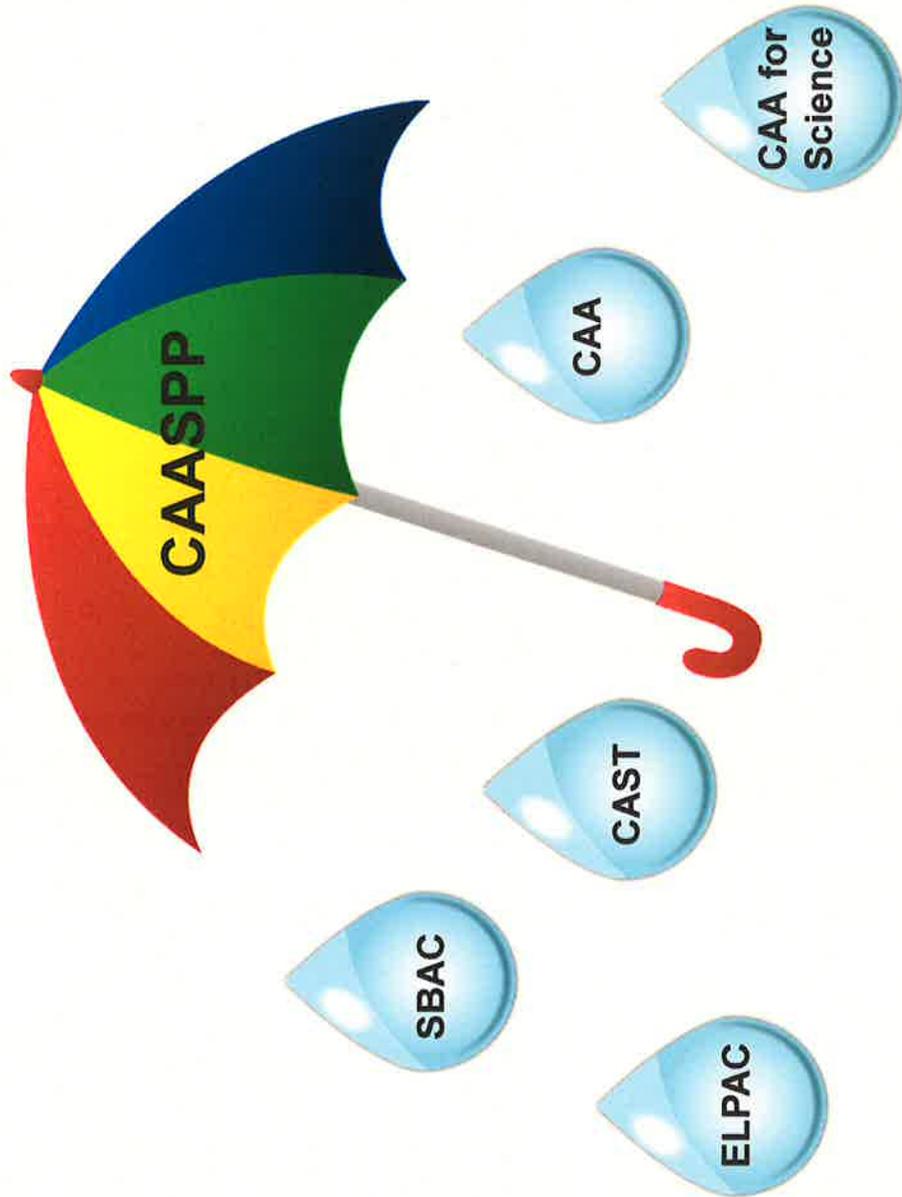
Assessment	Grades	Baseline Data for Reflection	Mid-year Data for Reflection	Spring Data
STAR 360 Math**	1-8	Aug 20-31	Oct 29-Nov 9	Feb 25-Mar 8
Interim Assessment Block (SBAC) <ul style="list-style-type: none"> type of IAB determined by site one should be a performance task 	3-8	Completed by Oct 5 th	Completed by Dec 7	Completed by Mar 15 (performance task due)

**For DLV/TBE classes, STAR 360 assessments need to be administered in the language of instruction.

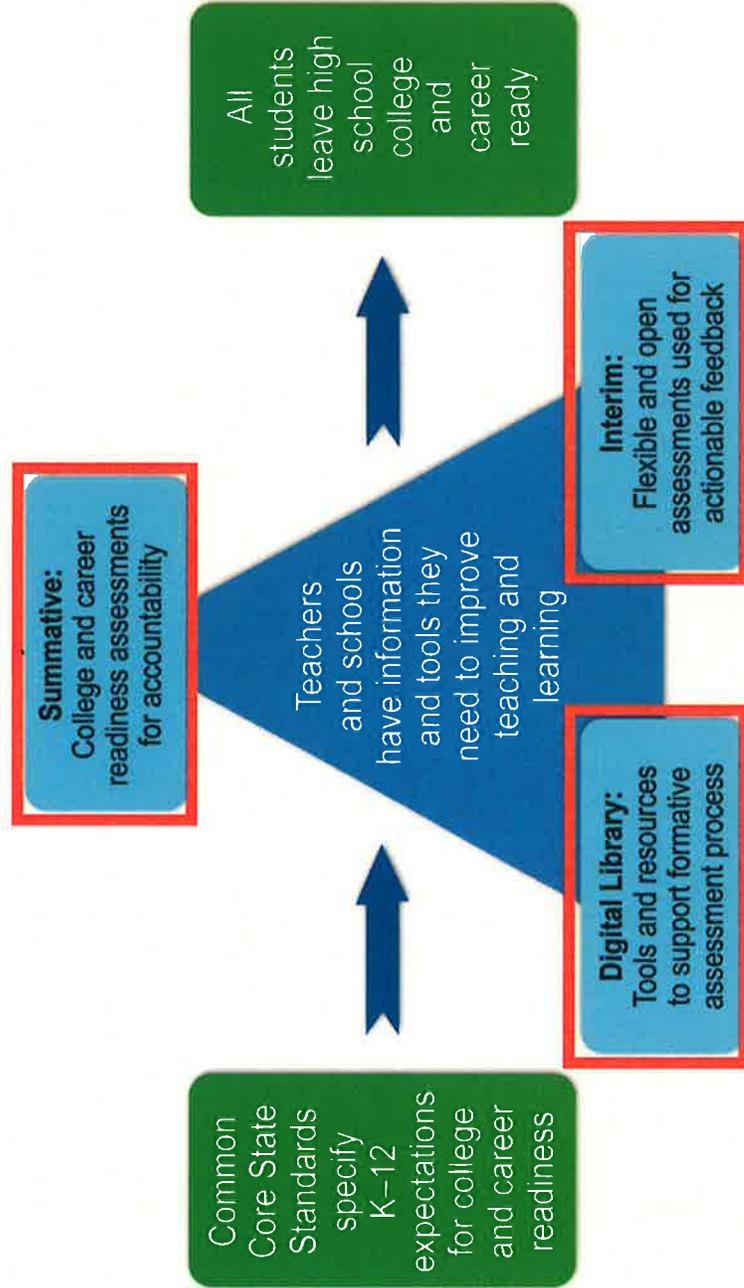
State Testing Windows (CAASPP)

Assessment	Grades	Baseline Data for Reflection	Mid-year Data for Reflection	Spring Data
ELPAC			February 1-May 31	
English Learners Grades K-8 Physical Fitness Testing (PFT) Grades 5 and 7 only	K-8		February 28-April 5	
California Alternative Assessment (CAA) for Science SpEd M/S, Grades 5 and 8 only	5-8		January-May 17	
SBAC Summative ELA & Math Grades 3-8 (includes CAA for SpEd, M/S) Science, Grades 5 and 8 only	3-8		April 29-May 17	

Revised: 9-7-18



Smarter Balanced Assessment System



CAASPP Data – Trend Report

OSD CAASPP Trend Report 2015-2018

Oxnard ELA	14-15						15-16						16-17						17-18 (preliminary)					
	Not		Met		Exceed		M/E		Not		Met		Exceed		M/E		Not		Met		Exceed		M/E	
	Nearly	Met	Nearly	Met	Nearly	Met	Exceed	M/E	Nearly	Met	Nearly	Met	Exceed	M/E	Nearly	Met	Nearly	Met	Nearly	Met	Nearly	Met	Exceed	M/E
3 rd	61	24	10	5	15	5	17	57	25	12	5	17	56	24	13	7	20	48	26	16	10	26	26	↑
4 th	67	19	9	4	13	6	18	61	21	12	6	18	58	22	12	8	20	53	20	16	10	26	26	↑
5 th	54	23	19	5	24	6	25	51	24	19	6	25	53	24	18	5	23	50	23	21	6	27	27	↑
6 th	50	29	17	4	21	4	23	47	31	19	4	23	50	29	18	3	21	50	29	17	4	21	21	↔
7 th	52	26	18	3	21	4	25	47	27	21	4	25	49	27	20	4	24	47	27	22	4	26	26	↑
8 th	45	30	22	3	25	3	27	43	29	24	3	27	44	29	23	4	27	44	29	22	5	27	27	↔

Oxnard Math	14-15						15-16						16-17						17-18 (preliminary)					
	Not		Met		Exceed		M/E		Not		Met		Exceed		M/E		Not		Met		Exceed		M/E	
	Nearly	Met	Nearly	Met	Nearly	Met	Exceed	M/E	Nearly	Met	Nearly	Met	Exceed	M/E	Nearly	Met	Nearly	Met	Nearly	Met	Nearly	Met	Exceed	M/E
3 rd	55	28	15	3	18	3	19	50	30	16	3	19	51	28	16	4	20	50	28	19	3	22	22	↑
4 th	56	34	8	2	10	3	15	50	35	12	3	15	51	34	13	3	16	48	34	14	3	17	17	↑
5 th	61	27	8	3	11	3	10	64	26	7	3	10	66	25	7	2	9	65	25	7	3	10	10	↔
6 th	59	28	10	4	14	3	11	60	29	8	3	11	65	25	8	2	10	63	26	9	3	12	12	↔
7 th	58	30	9	4	13	3	13	56	31	10	3	13	61	28	8	3	11	66	24	8	2	10	10	↓
8 th	64	22	10	5	15	4	12	65	23	8	4	12	66	20	8	5	13	71	18	7	5	12	12	↔

- M/E = % of student scores in met/exceeded score ranges in each grade level.
- The arrows and equal signs indicate the overall trend over the past 4 years for each grade level.

CAASPP Data – Overall by School - ELA

Overall CAASPP Results by School 2015 to 2018

ELA Overall	14-15					15-16					16-17					17-18 (preliminary)				
	Not	Nearly	Met	Exceed	M/E	Not	Nearly	Met	Exceed	M/E	Not	Nearly	Met	Exceed	M/E	Not	Nearly	Met	Exceed	M/E
Oxnard	55	25	16	4	20	52	26	18	5	23	52	25	18	5	23	49	26	19	7	26
Brekke	42	30	21	8	29	37	30	23	10	33	40	27	21	12	33	37	26	26	11	37
Elm	70	19	9	2	11	68	21	9	3	12	63	23	11	3	14	60	21	14	7	21
Harrington	71	16	8	4	12	63	23	11	4	15	58	22	14	5	19	53	23	19	5	24
Marina West	61	23	12	5	17	67	19	10	4	14	61	21	12	5	17	55	22	16	7	23
Marshall	50	23	20	7	27	45	26	20	9	29	44	26	22	9	31	34	28	24	19	43
McAuliffe	42	23	20	14	34	40	29	18	14	32	47	19	20	13	33	40	26	21	13	34
McKinna	79	12	6	2	8	67	20	10	4	14	70	17	9	4	13	70	16	10	4	14
Ramona	71	19	8	2	10	68	15	13	3	16	65	19	14	2	16	59	18	18	5	23
Ritchen	60	21	15	4	19	62	19	13	6	19	58	19	15	7	22	52	22	15	11	26
Rose	70	21	9	1	10	62	25	10	2	12	59	25	11	5	16	57	24	12	7	19
Sierra Linda	63	22	12	3	15	55	24	18	4	22	57	23	15	5	20	55	26	15	5	20
Chavez	61	23	12	3	15	58	27	13	3	16	57	24	16	4	20	50	27	17	5	22
Curren	48	31	18	3	21	49	29	20	3	23	47	29	20	4	24	54	26	16	5	21
Driffill	70	19	10	2	12	62	22	13	3	16	60	25	13	3	16	54	28	14	4	18
Kamala	61	25	12	2	14	56	28	14	3	17	53	29	16	2	18	41	32	22	6	28
Lemonwood	51	30	14	5	19	50	29	15	5	20	52	27	17	3	20	47	29	21	5	26
Soria	46	28	20	6	26	33	31	27	9	36	33	23	31	13	44	29	26	30	16	46
Frank	44	29	22	4	26	42	27	25	6	31	47	25	22	6	28	45	26	22	7	29
Fremont	49	25	20	5	25	45	30	20	4	24	49	27	19	4	23	49	27	21	4	25
Haydock	50	31	17	2	19	50	26	20	3	23	52	30	16	2	18	56	25	16	3	19

CAASPP Data – Overall by School – Math

Overall CAASPP Results by School 2015 to 2018

Math Overall	14-15					15-16					16-17					17-18 (preliminary)				
	Not	Nearly	Met	Exceed	M/E	Not	Nearly	Met	Exceed	M/E	Not	Nearly	Met	Exceed	M/E	Not	Nearly	Met	Exceed	M/E
Oxnard	58	28	10	3	13	57	29	10	3	13	60	27	10	3	13	60	26	11	3	12
Brekke	45	34	18	4	22	38	37	20	5	25	44	33	20	4	24	45	36	15	4	19
Elm	60	33	5	2	7	63	27	9	1	10	60	33	7	1	8	60	28	10	2	12
Harrington	62	27	9	2	11	58	29	11	2	13	56	27	13	3	16	57	26	14	3	17
Marina West	63	27	9	2	11	57	28	13	3	16	57	28	12	4	16	58	29	10	4	14
Marshall	49	32	15	5	20	38	35	20	7	27	35	40	19	7	26	41	30	23	6	29
McAuliffe	35	37	17	12	29	45	30	16	9	25	53	25	15	6	21	54	29	13	5	18
McKinna	80	14	5	1	6	68	23	7	2	9	67	22	8	3	11	74	15	8	3	11
Ramona	62	28	9	0	9	62	26	9	3	12	62	27	9	2	11	63	26	11	1	12
Ritchen	62	29	8	1	9	58	29	11	2	13	64	25	9	3	12	53	31	11	4	15
Rose	56	33	10	1	11	57	33	8	2	10	55	29	12	5	17	55	30	13	3	16
Sierra Linda	64	29	10	2	12	64	27	9	1	10	64	25	9	2	11	65	26	8	2	10
Chavez	63	26	9	2	11	64	27	6	3	9	64	27	8	2	10	64	25	9	2	11
Curren	53	32	12	3	15	55	32	11	2	13	60	29	10	1	11	64	26	9	1	10
Driffill	62	29	8	2	10	60	29	10	1	11	59	29	11	1	12	60	27	11	3	14
Kamala	65	27	7	1	8	62	29	7	2	9	62	29	7	1	8	57	29	12	2	14
Lemonwood	60	30	9	2	11	60	30	10	1	11	62	26	11	2	13	60	27	12	2	14
Soria	55	29	12	4	16	45	38	13	4	17	49	32	15	4	19	47	30	17	7	24
Frank	58	28	10	5	15	58	28	9	4	13	65	23	8	4	12	65	22	9	4	13
Fremont	57	25	11	8	19	58	28	10	5	15	63	23	9	6	15	64	24	8	4	12
Haydock	61	26	10	3	13	61	24	11	4	15	67	23	7	3	10	69	20	8	3	11

M/E = % Met and Exceeded combined

CAASPP Score comparison – State, County, District 2015-2018

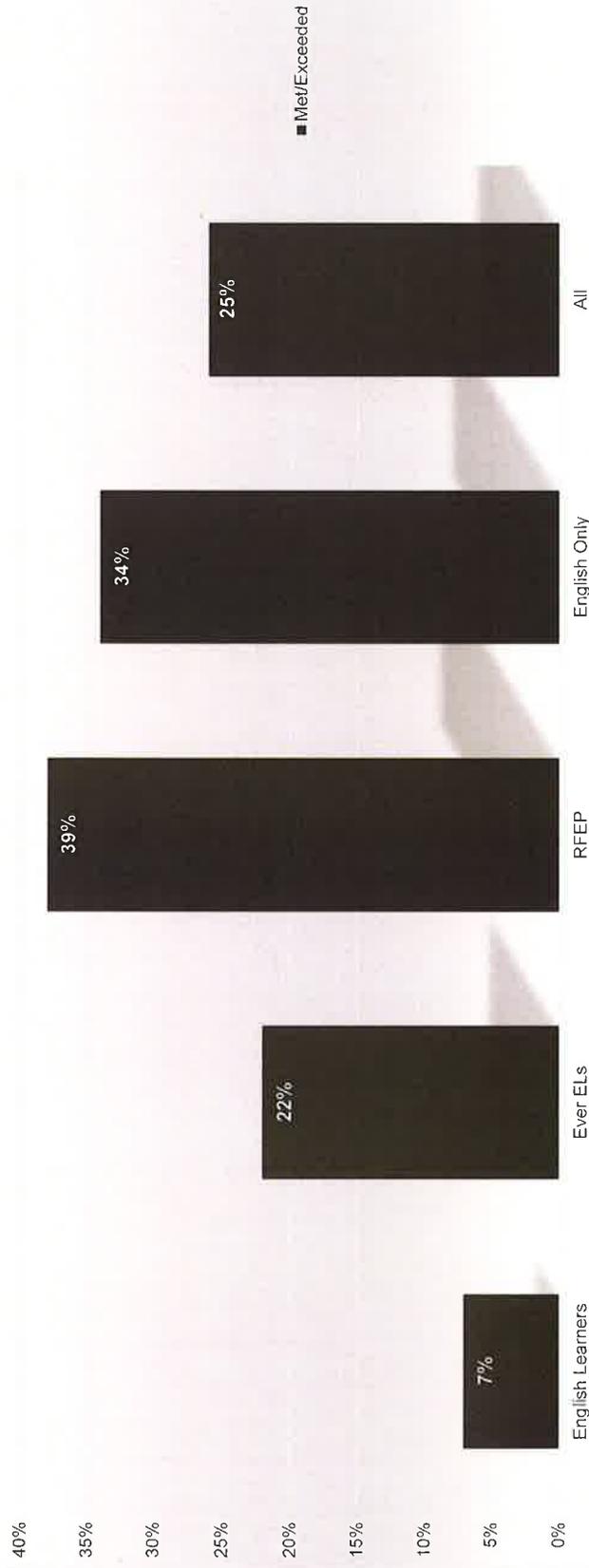
All Students

ELA	2014-2015					2015-2016					2016-2017					2017-2018						
	Not	Nearly	Met	Exceed	M/E	Not	Nearly	Met	Exceed	M/E	Not	Nearly	Met	Exceed	M/E	Not	Nearly	Met	Exceed	M/E	+/-	
State	31	25	28	16	44	28	24	29	20	49	28	23	28	20	48	28	23	29	21	50	50	+2
County	31	25	28	16	44	29	24	29	19	48	29	23	28	19	47	30	23	28	19	47	47	=
Oxnard	55	25	16	4	20	52	26	18	5	23	52	25	18	5	23	49	26	19	6	25	25	+2

Math	2014-2015					2015-2016					2016-2017					2017-2018						
	Not	Nearly	Met	Exceed	M/E	Not	Nearly	Met	Exceed	M/E	Not	Nearly	Met	Exceed	M/E	Not	Nearly	Met	Exceed	M/E	+/-	
State	38	29	19	14	33	36	28	20	17	37	36	27	20	18	38	35	26	20	19	39	39	+1
County	37	28	20	14	34	36	28	20	16	36	37	27	20	16	36	38	26	20	16	36	36	=
Oxnard	58	28	10	3	13	57	29	10	3	13	60	27	10	3	13	60	26	11	3	14	14	+1

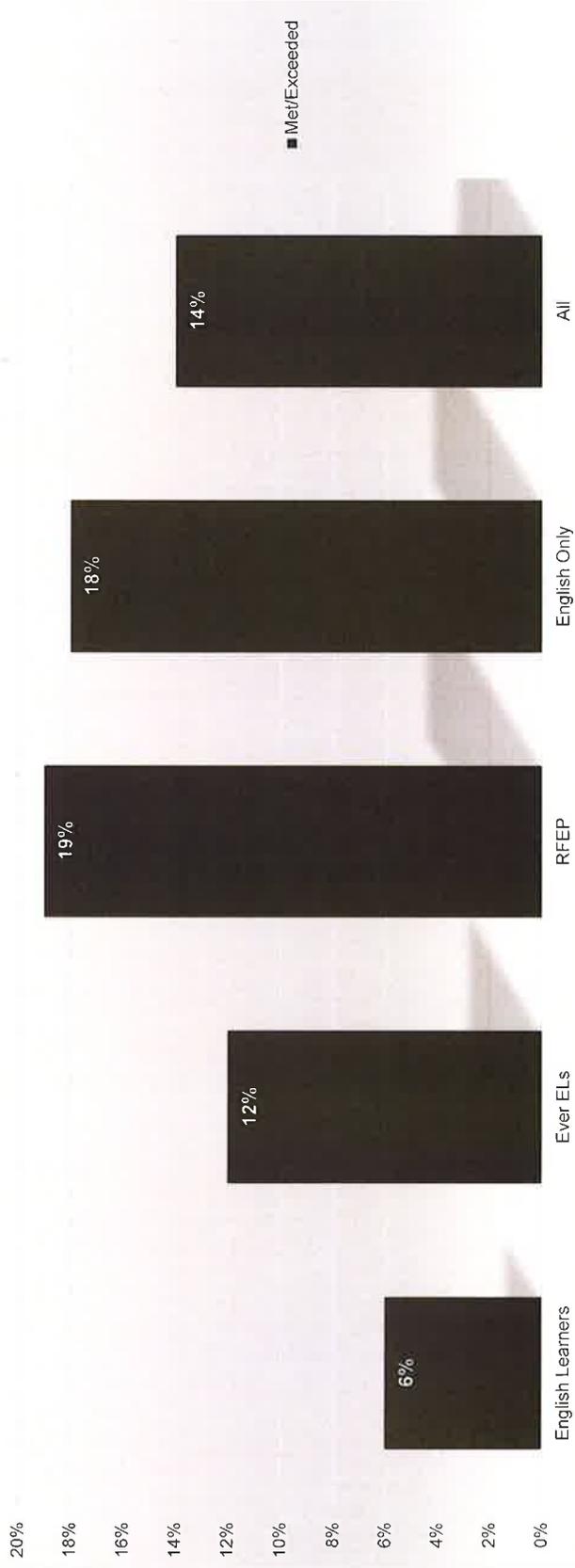
Subgroups

English Language Arts CAASPP 2017-2018



Subgroups

Math CAASPP 2017-2018



Distance from Met Data

This report compares scores from different groups of students (cohorts) over two years. For example, last year's 4th graders and this year's 4th graders.

School: All

ELA

2018 Test Level	2018 # Tested	2017 % M/E	2018 % M/E	2017 DRM	2018 DRM	+/-
3	1767	18	26	-75.0	-55.9	19.1
4	1790	19	26	-78.8	-63.6	15.2
5	1810	24	27	-63.5	-57.9	5.6
6	1881	21	22	-69.7	-72.0	-2.3
7	1806	24	26	-70.9	-67.8	3.1
8	1715	27	27	-60.8	-61.4	-0.6
District Wide	10769	22	26	-70.0	-63.0	7.0

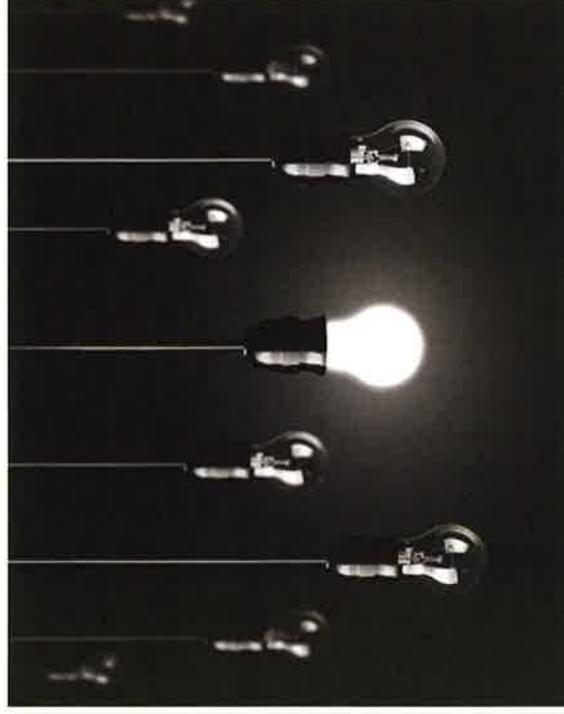
Math

2018 Test Level	2018 # Tested	2017 % M/E	2018 % M/E	2017 DRM	2018 DRM	+/-
3	1773	19	22	-60.9	-55.2	5.7
4	1795	13	18	-78.2	-70.2	8.0
5	1814	11	10	-97.2	-98.1	-0.9
6	1872	11	12	-113.1	-113.6	-0.5
7	1805	11	10	-112.5	-120.7	-8.2
8	1706	13	11	-120.6	-126.1	-5.5
District Wide	10765	13	14	-97.0	-97.0	0.0

Highlights

- ELA
 - Marshall – 13% gain
 - Kamala – 10% gain
 - Ramona – 8% gain

- Math
 - Kamala – 6% gain
 - Elm – 5% gain



STAR 360 Data – by Grade – Average Scale Score – Spring

Average Scale Score

Early Literacy

Grade	2016	Distance from Goal	2017	Point Growth 2016 to 2017	Distance from Goal	2018	Point Growth 2017 to 2018	Distance from Goal	Goal
Kindergarten						534	N/A	110	644
1 st			465	N/A	278	618	153	125	743
2 nd	456	379	600	144	235	707	107	128	835

Reading

Grade	2016	Distance from Goal	2017	Point Growth 2016 to 2017	Distance from Goal	2018	Point Growth 2017 to 2018	Distance from Goal	Goal
1 st						108	N/A	+3	105
2 nd			104	N/A	175	146	42	133	279
3 rd	110	282	132	22	260	254	122	138	392
4 th	126	353	236	110	243	339	103	140	479
5 th	211	373	316	105	268	418	102	166	584
6 th	302	396	399	97	299	488	89	210	698
7 th	383	423	475	92	331	552	77	254	806
8 th	470	438	539	69	369	617	78	291	908

STAR 360 Data – by Grade – Average Scale Score – Spring

Math

Grade	2016	Distance from Goal	2017	Point Growth 2016 to 2017	Distance from Goal	2018	Point Growth 2017 to 2018	Distance from Goal	Goal
1 st						261	N/A	96	357
2 nd	149	327	225	76	251	368	143	108	476
3 rd	222	343	360	138	205	468	108	97	565
4 th	359	268	458	99	169	550	92	77	627
5 th	437	247	534	97	150	604	70	80	684
6 th	527	211	594	67	144	658	64	80	738
7 th	584	180	648	64	116	686	38	78	764
8 th	646	145	683	37	108	700	17	91	791

English Learners

District Total:
 999
 % EL
 Reclassified:
 11.1%

State Average:
 14.6%
**County
 Average:**
 14%

School	Reclassifications 17-18	% EL Reclassified
BREKKE	32	13.6%
CHAVEZ	75	12.5%
CURREN	74	13.6%
DRIFFILL	95	13.2%
ELM	54	10.5%
FRANK	45	9%
FREMONT	63	30%
HARRINGTON	44	9.7%
HAYDOCK	46	14.6%
KAMALA	77	10.1%

English Learners

School	Reclassifications 17-18	% EL Reclassified
LEMONWOOD	84	13.6%
MARINA WEST	34	9.9%
MARSHALL	19	8.3%
MCAULIFFE	24	11%
MCKINNA	32	5.5%
RAMONA	44	8.4%
RITCHEN	27	9.9%
ROSE	57	9.8%
SIERRA LINDA	46	10.3%
SORIA	70	21.1%

District Total:
999
% EL
Reclassified:
11.1%

State Average:
14.6%
County
Average:
14%

English Learners

2017-18

Grade	#ELs	#LTEL	%LTEL
6th	633	282	45%
7th	590	354	60%
8th	467	216	46%

6th grade ↓ 23%

7th grade ↓ 11%

8th grade ↓ 8%

2016-17

Grade	#ELs	#LTEL	%LTEL
6th	633	364	49%
7th	571	349	61%
8th	513	225	44%

2015-16

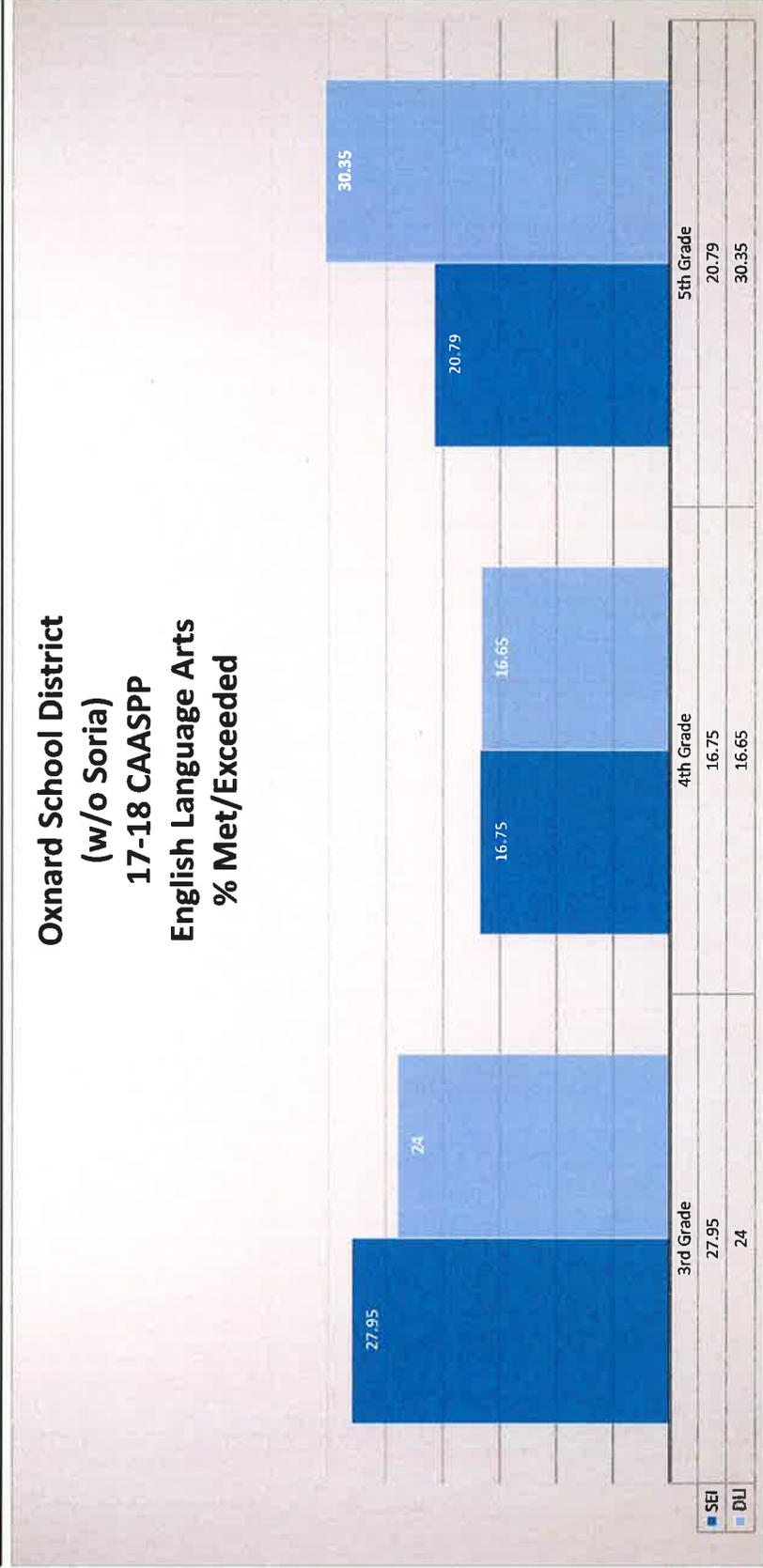
Grade	#ELs	#LTEL	%LTEL
6th	733	502	68%
7th	552	391	71%
8th	475	256	54%

Long-term English Learners (LTELs)

Grade	2016	2017	2018	Change
6th	68%	49%	45%	-23%
7th	71%	61%	60%	-11%
8th	54%	44%	46%	-8%

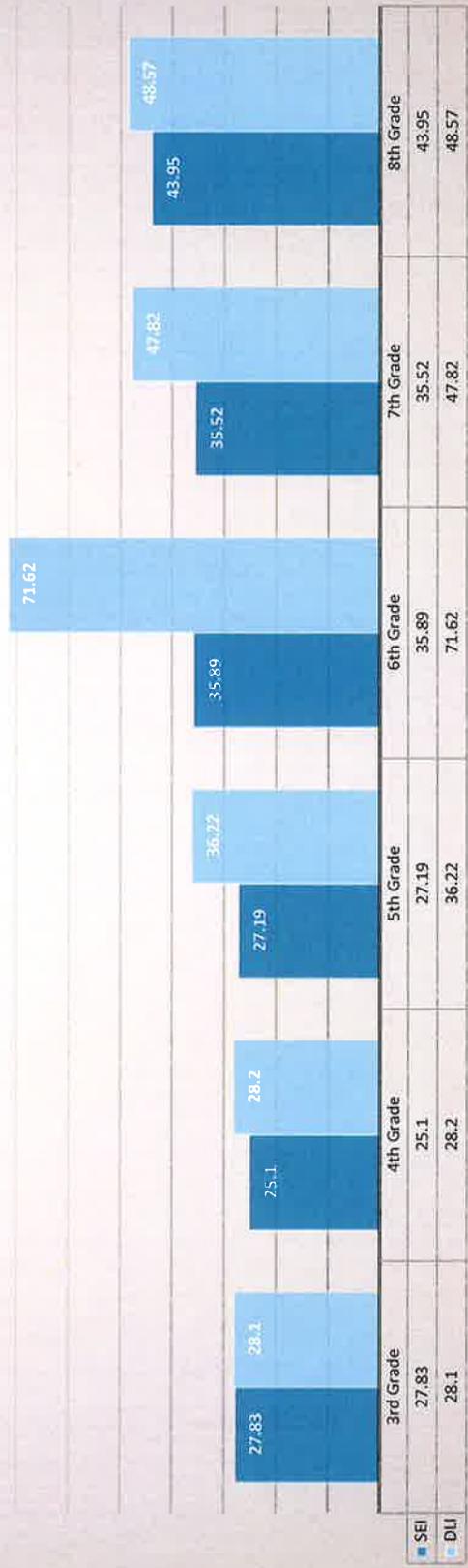
Biliteracy Data-ELA

Oxnard School District (w/o Soria) 17-18 CAASPP English Language Arts % Met/Exceeded



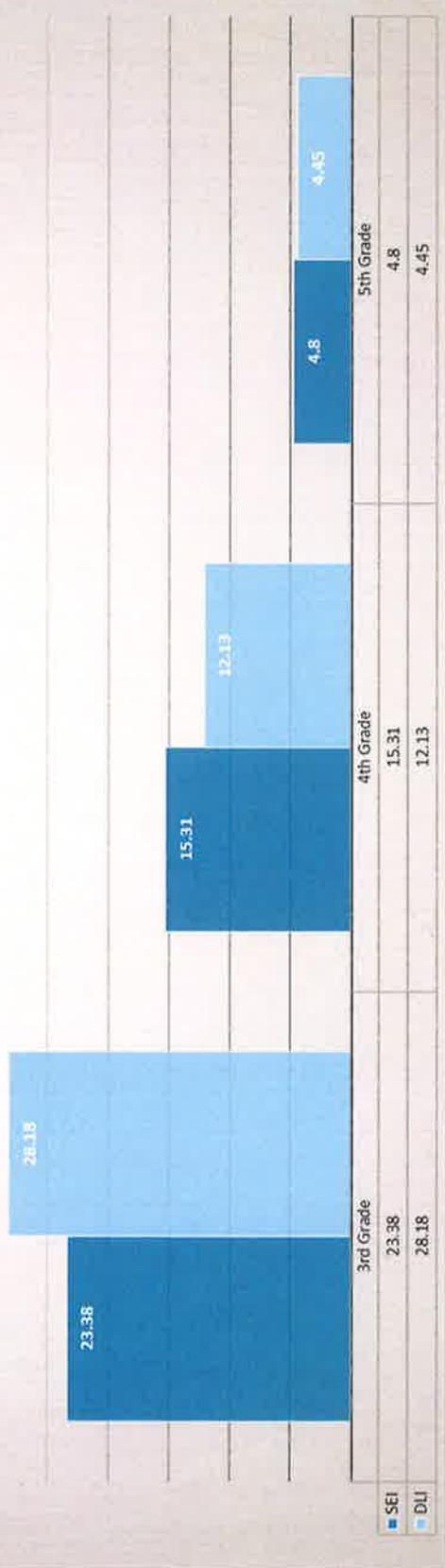
Biliteracy Data -ELA

Oxnard School District Biliteracy Schools w/Soria 17-18 CAASPP English Language Arts % Met/Exceeded



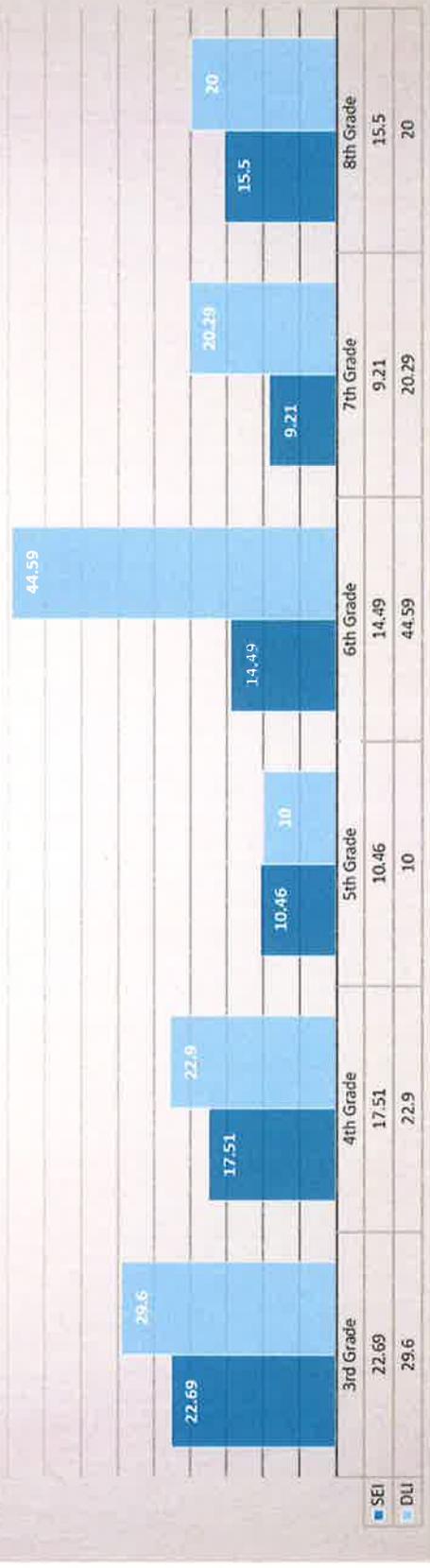
Biliteracy Data-Math

Oxnard School District w/o Soria 17-18 CAASPP Math % Met/Exceeded



Biliteracy Data-Math

Oxnard School District w/Soria 17-18 CAASPP Math % Met/Exceeded



Data use at the sites



Kamala K-8



Frank Academy

Emilie Ritchen Elementary

CAASPP/ELPAC/STAR Data informs:

- Heterogeneous Classrooms (peer models)
- Homogeneous Targeted Instruction, Intervention & Enrichment
 - Universal Access
 - ELD
- Response To Intervention
 - CST and SST decision-making
 - Monitoring individual student progress
- Instructional Practice
 - Backwards Mapping
 - Shifting from Curriculum Unit Assessments to IABs
 - Grade-Level PLC Judgement vs. Pacing Guide Mentality
 - Curricular Experimentation



Kamala K-8

Data used:

- STAR 360
 - SGP (Student Growth Percentile)
 - Instructional reports
 - Standards report
- SBAC scores
 - Distance from met
 - Claims and targets
 - IABs (Interim Assessment Blocks)

Data Informs:

- Structured Data conversations in PLCs
- Monthly data analysis time and planning from data
- Data walls
- Creation of additional common formative, standards-based assessments



Frank Academy

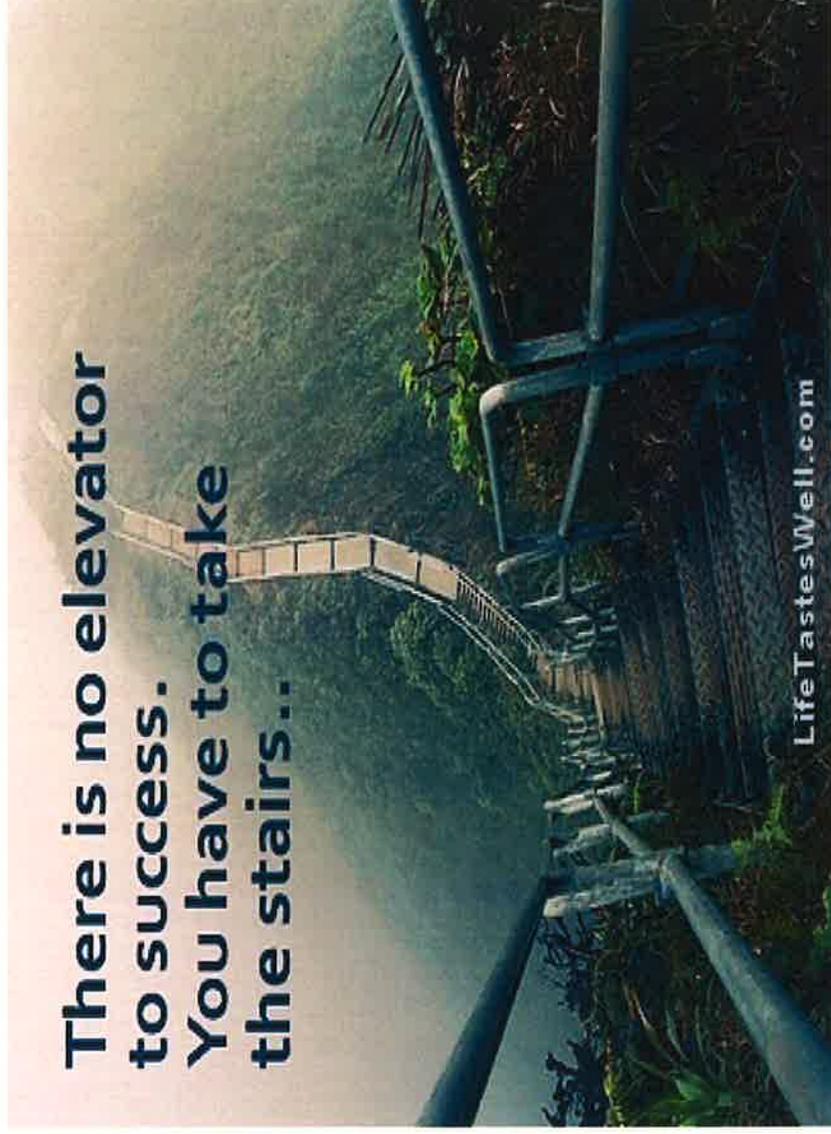
Common Formative Assessments:

- Created through PLC process/Teacher Collaboration
- Based on standards
- Data used to develop multi tiered groups for intervention and to guide instruction.



Now WHAT.....?

**There is no elevator
to success.
You have to take
the stairs..**



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Language Arts

Professional Development K-8 th Grade	
Action Plan	How to monitor success
<ul style="list-style-type: none"> • Foundational Reading Skills for teachers in grades K-5 (2016-17) • Writing Strategies for teachers in grades 1-5 (2017-18) • Writing Strategies for Kindergarten (2018-19) <p>Training provided by VCOE. Teachers had collaboration during training.</p>	<ul style="list-style-type: none"> -Teacher evaluation of PD -Principal and Director walk-throughs -ELA data
<ul style="list-style-type: none"> • Follow up training in use of curriculum Wonders/Maravillas Study Sync <p>Training provided by OSD teachers. They are sharing their own expertise in using the materials. Builds capacity for teacher leadership.</p>	<ul style="list-style-type: none"> -Teacher evaluation of PD -Principal and Director walk-throughs -ELA data
<ul style="list-style-type: none"> • K-1 Student Centered Instruction SEI teachers in schools which will eventually become English-only instruction 5 sessions in each grade (one per month) Presentation of research-based practices and time for grade level collaboration <p>Training provided by VCOE.</p>	<ul style="list-style-type: none"> -Teacher evaluation of PD -Principal and Director walk-throughs -ELA data
<ul style="list-style-type: none"> • Training on IO Education (Student Assessment System) Focus on how to use the system to create reports to identify student need <p>Training provided by VCOE</p>	

Language Arts continued....

Reading Specialist Support	
Action Plan	How to monitor success
<ul style="list-style-type: none"> Reading Specialists to support students in grades K-2 At all schools with those grades Experienced teachers working directly with students Students are identified through data Serve as a resource for classroom teachers Collaborate with classroom teachers for best practices Goal is grade level readers by end of 2nd grade 	<ul style="list-style-type: none"> Principals will evaluate Reading Specialists with input from Director Principal and Director walk-throughs ELA data

Reading Specialist Professional Development	
Action Plan	How to monitor success
<ul style="list-style-type: none"> Parameters for new position Strategy training from VCOE Inclusion in appropriate grade level PD Specific training in data systems 	<ul style="list-style-type: none"> Participant evaluation of PD Principal and Director walk-throughs ELA data

Testing System Support

Testing System Support	
Action Plan	How to monitor success
<ul style="list-style-type: none"> Interim Assessment Blocks (IABs) Students in grades 3-8 will take the tests at least 3 times per year (ELA & Math) Grade level teams will decide on which tests to administer One will be a Performance Task (for each subject) Logistics and content practice Can be used as an instructional tool Considered a formative assessment (to inform instruction) 	<ul style="list-style-type: none"> -IAB data -Work during PLC

Testing System Support Professional Development	
Action Plan	How to monitor success
<ul style="list-style-type: none"> Interim Assessment Blocks (IABs) Tech and Math mentors will be trained and will provide site training Digital Library training How to use resources to support instruction to support test performance Hand Scoring training To understand how items are scored on the SBAC to inform instruction 	<ul style="list-style-type: none"> -IAB data -SBAC data -Work during PLC

Mathematics

Summer Training		
	Action Plan	How to monitor success
3 rd -5 th June 18-20	Participated in Routines for Reasoning training at VCOE 18 3 rd gr. teachers 15 4 th gr. teachers 15 5 th gr. teachers 2 Special Ed. Teachers 3 District personnel	<ul style="list-style-type: none"> Teacher Reflections and Action Plans Student Surveys
6 th -8 th June 25-28	Participated in Routines for Reasoning training at VCOE 16 6 th gr. teachers 4 7 th gr. teachers 2 8 th gr. teachers	
3 rd -5 th July 2-26	Participated in one week of Math Mindset training and teaching practicum 18 3 rd gr. teachers 15 4 th gr. teachers 15 5 th gr. teachers 2 Special Ed. Teachers	<ul style="list-style-type: none"> Teacher Reflections and Action Plans Student Surveys
K-2 nd Aug. 6-8	Participated in Routines for Reasoning training at VCOE 6 Kindergarten teachers 9 1 st gr. teachers 13 2 nd gr. teachers 9 3 rd gr. teachers 2 4 th gr. teachers 6 5 th gr. teachers	

Mathematics continued...

Professional Development 6 th -8 th		
	Action Plan	How to monitor success
Sept. 10 6 th	Review of CAASPP System—Connection of state assessments, formative assessments and digital library	Teacher evaluation of PD
Sept. 17 7 th & 8 th	<ul style="list-style-type: none"> How to look at Claims and Targets from state assessment Review IABs—When and How to use? Teachers take the Math Performance Task Hand-scoring of Math Performance Tasks Teachers score the Math Performance Task 	Gr. Level meetings with MIS Principal and Learning Partner Math Walks Math Talk Rubrics
Oct. 1 6 th	<ul style="list-style-type: none"> Analyze scores from IAB given to students What else did you try? 	Teacher evaluation of PD
Oct. 5 7 th & 8 th	<ul style="list-style-type: none"> How to use the formative assessments to inform future instruction How to use digital library materials—use first then use CMP3 to supplement? 	Gr. Level meetings with MIS Principal and Learning Partner Math Walks Math Talk Rubrics Principal and Learning Partner Math Walks Math Talk Rubrics
Monthly Math Department Meetings	3 cohorts of schools will meet monthly to receive the following professional development <ul style="list-style-type: none"> Use of Math Practices in everyday instruction Math Talk Strategies Math Journal usage 	Math Talk Rubrics

Follow Up Support and Planning—for 125 teachers who attended the Summer Training		
	Action Plan	How to monitor success
Aug. 29 Oct. 10 Jan. 16 Mar. 6	Four days of planning time to create short-term plans to integrate strategies from Routines for Reasoning, Math Mindset and My Math materials. Kindergarten-2 nd grade teachers participating	Principal and Learning Partner Math Walks Math Talk Rubrics
Aug. 20 Oct. 8 Jan. 14 Mar. 4	Four days of planning time to create short-term plans to integrate strategies from Routines for Reasoning, Math Mindset and My Math materials. Third-5 th grade teachers participation	Principal and Learning Partner Math Walks Math Talk Rubrics

Mathematics continued...

Math Mentor Support		How to monitor success
	Action Plan	
Aug. 22	Math Mindset Training Review of position responsibilities	Principal and Learning Partner Math Walks Math Talk Rubrics
Sept. 5	Mathematical Mindset	
Sept. 26	Math Talks and My Math/CMP 3 materials	
Oct. 16	Using Math Journals	
Nov. 7	Review Digital Library Resources	
Jan. 23	Share Math Journal samples	
Feb. 20	Review Math Mindset classroom work samples	
April 3	Review 3 rd 3 rd 5 th Math Interim Assessment Block results and plan support	
May 15	Reflect on effectiveness of trainings	

Math Mentor Professional Development Schedule		How to monitor success
	Action Plan	
September Staff Meeting/ afterschool meeting	Provide trainings at staff meetings to support: <ul style="list-style-type: none"> • Mathematical mindset teaching strategies. • The use of math talks 	Teacher Evaluations Principal and Learning Partner Math Walks Math Talk Rubrics
October Staff Meeting/after school meeting	Provide trainings at staff meetings to support: <ul style="list-style-type: none"> • The use of the Digital Library materials • Using the Interim Assessment Blocks. • Using data from the Interim Assessment Blocks to improve student achievement. 	Teacher Evaluations Principal and Learning Partner Math Walks Math Talk Rubrics
January Staff Meeting/after school meeting	Share and model lessons and activities from the Digital Library that provide practice and prepare students for the rigor of the CAASPP assessment.	Teacher Evaluations Principal and Learning Partner Math Walks Math Talk Rubrics

Mathematics continued.....

Math Instructional Specialist Support		How to monitor success
	<p>Action Plan</p> <ul style="list-style-type: none"> • Guide and support Math Mentor trainings • Design monthly "Problem Solving" activities for 6th-8th grades • Provide site levels with monthly "Problem Solving" activities • Attend 6th-8th professional development • Lead 6th-8th Cohort Math Interim Assessment Block Reviews 	<p>Problem of the Month Notebooks for Grade 6th-8th</p> <p>Professional Development materials</p> <p>IAB data</p>

Site Administration Professional Development		How to monitor success
	<p>Action Plan</p> <ul style="list-style-type: none"> • What is Math Mindset? • What to look for in a Math Accountable Talk Classroom • Review performance rubric for a Math Accountable Talk Classroom • Review site data from the 1st Math Interim Assessment Blocks • Math Talks and Math Journals • Group discussion on Learning Partner Math Talk Walks • What are the positives that we are seeing • What can we do to continue to move this forward • Bring samples of Math Journals/Math problem solving • Bring samples of digital library activities used • Review site data from the 2nd Math Interim Assessment Blocks • Group discussion on Learning Partner Math Talk Walks • What are the positives that we are seeing • What can we do to continue to move this forward • Bring samples of Math Journals/Math problem solving • Bring samples of digital library activities used • Review site data from the 3rd Math Interim Assessment Blocks 	<p>Principal and Learning Partner Walks</p> <p>IAB data</p> <p>Math Talk Rubrics</p> <p>Notes from discussion</p> <p>Samples of Math Journals</p> <p>IAB data</p> <p>Notes from discussion</p> <p>IAB data</p>

Learning Partner Walks		How to monitor success
	<p>Action Plan</p> <ul style="list-style-type: none"> • District Director/Site Administration site support focused on Math • Classroom visits—purposefully focused in classrooms of teachers who attended summer training. • Review performance rubric of a Math Accountable Talk Classroom 	<p>Math Talk Rubrics</p>
Monthly throughout the school year		

English Language Development

Summer Training		
	Action Plan	How to monitor success
6 th – 8 th May 29 th	AVID Excel Summer Bridge Training 7 Middle School Teachers 2 TOSAs (EL TOSA and Newcomer TOSA) 3 Site Administrators 2 District personnel	<ul style="list-style-type: none"> Action Plan for AVID Excel Summer Bridge class Success of Bridge program looking at student work
6 th -8 th August 1 st -3 rd	AVID Summer Institute – AVID Excel strand 5 Middle School Teachers 2 TOSAs (EL TOSA and Newcomer TOSA) 4 Site Administrators	<ul style="list-style-type: none"> Success of start up of AVID Excel Long term monitoring – number of students in program who reclassify
K-8 August 7 th	New Teacher Orientation training Over 50 new teachers to OSD were trained on ELD Standards, Designated and Integrated ELD practices and the use of data for grouping EL students.	<ul style="list-style-type: none"> Teacher evaluation of PD Success of new teachers in OSD

English Language Development continued....

Follow Up Support and Planning for AVID Excel Team

	Action Plan	How to monitor success
<p>Sep 19 Oct 30 Nov 28 Jan 30 Feb 12 Mar 5</p>	<p>Six days of training and collaboration time for the teaching team. Allow for training by AVID facilitator, creation of Bellworks, sharing of best practices, and planning of activities, lessons and materials. This will also be the team who supports the expansion of AVID Excel to 8th grade as well as the action plan to get AVID Excel at the K-8 schools.</p>	<p>-Creation of plans to be used at all three sites -Success of program and expansion -Reclassification rates of LTELs</p>
<p>TBD</p>	<p>We would like the EL TOSAs and AVID Excel teachers attending these collaborations to plan and provide after school PD for 6th-8th grade teachers entitled: "Creating Engaging Classrooms for your LTELs!" focused on integrating AVID Excel strategies across all classrooms in middle school</p>	<p>-Creation of Presentation -Teacher evaluation of PD</p>

English Language Development continued....

Professional Development K-8th Grade		
	Action Plan	How to monitor success
Sept. 4 th Sept. 21 st tbd	<p>Newcomer Academy Trainings:</p> <ul style="list-style-type: none"> • Immigrant and Refugee Trauma Training • FOSS Science training <p>Additional collaboration and trainings are planned for the school year in a continuing effort to support the program at both schools and create vertical articulation between the programs</p>	<ul style="list-style-type: none"> -Teacher evaluation of PD -Principal and Director walk throughs of program -Data related to success of students moving through the program
Sept 20 Sept 27 Oct 2	<p>Deconstructing ELPAC Task Types and Data to Inform My Instruction</p> <ul style="list-style-type: none"> • Trainings for K, 1st, 2nd, 3rd-5th and 6th-8th grade teachers <p>The training has evolved into giving teachers the opportunity to look at their ELPAC data and make instructional decisions that will support their EL students.</p>	<ul style="list-style-type: none"> -Teacher evaluation of PD -Principal walk-throughs -ELD assessment fall -ELPAC results spring -Reclassification rates
After school PD Opportunities throughout the year	<p>The ELS Department gave teachers a PD survey in August to determine the professional learning needs of staff in the area of ELD. Results showed that:</p> <p>Based on these results the ELS Department is planning and preparing monthly professional learning opportunities for teachers from 3:30-5:30 in the areas stated above.</p>	<ul style="list-style-type: none"> -Teacher evaluation of PD -ELPAC assessment results and reclassification rates
Aug 28 Sep 18 Sep 25 Oct 2	<p>Special Education Reclassification Training</p> <p>Work with Special Education staff to go over criteria for reclassification and process for determining if a special education student should be reclassified.</p>	<ul style="list-style-type: none"> -Accurate completion of Reclassification documents from special ed teachers -Rate of reclassification for special ed EL students
Oct 25	<p>New Teacher Training</p> <ul style="list-style-type: none"> • ELPAC testing, data and strategies to support your students in the classroom and guide your instruction 	<ul style="list-style-type: none"> -Teacher evaluation of PD
October	<p>Elevation Training and support for teachers</p> <p>EL TOSAs will spend the month of October presenting at sites, working with grade levels and introducing teachers to the Elevation platform for creating groupings, looking up information, documenting interventions and the reclassification and REEP monitoring process</p>	<ul style="list-style-type: none"> -Teacher use of Elevation platform -Successful transition of reclassification process to digital through Elevation
January	<p>ELPAC Summative Testing Training- 2nd-8th grade</p> <p>ELS Department will spend the month of January training all staff on giving the Listening, Writing and Reading portions of the ELPAC</p>	<ul style="list-style-type: none"> -Success of ELPAC classroom testing

English Language Development continued...

EL TOSA Supports		
	Action Plan	How to monitor success
All Trainings listed above	EL TOSAs facilitate and support all ELS trainings offered to teachers and administrators	-Feedback from Principals -EL TOSA Survey (survey will be sent to teachers and administrators to rate our services and give suggestions) -Teacher feedback from professional development -Director's evaluation of EL TOSAs
School Site Visits	EL TOSAs spend time each week visiting their school sites, checking in with teachers (especially new teachers), and offering their supports in planning ELD lessons, grouping strategies, or demo lessons as needed	
Grade Level Collaboration Meetings	EL TOSAs are often asked by site administrators to work with grade levels in looking at data, discussing grouping options for ELD, and supporting grade levels in ELD instructions	
Site administration support	EL TOSAs may be asked to participate in site administration discussions regarding ELD, EL student support, data dives, etc...	
PD development and facilitation	EL TOSAs develop, prepare and deliver Professional Development to teachers	

English Language Development continued....

EL TOSA Professional Development Schedule		
	Action Plan	How to monitor success
September	<p>EL Roadmap Training – Sacramento Office of Education</p> <ul style="list-style-type: none"> Develop plan to disseminate information to teachers and administrators Consider what the roadmap means for our department's work <p>ELPAC Year Two Training – Los Angeles Office of Education</p> <ul style="list-style-type: none"> Determine how we continue to develop and support teachers in this area What are the implications of the ELPAC to our work and department? <p>EL Network Meetings – VCOE</p> <ul style="list-style-type: none"> Opportunity to network with other districts Knowledge of current policy, legislation or topics in the area of ELs 	<p>-Action plan in use of these PDs in district</p>
October	<p>VC CABLE Conference</p> <ul style="list-style-type: none"> TOSAs will present on ELPAC at conference Attend presentations that we might use to support staff in OSD <p>EL Network Meetings – VCOE</p> <ul style="list-style-type: none"> Opportunity to network with other districts Knowledge of current policy, legislation or topics in the area of ELs <p>CABE ELPAC High Leverage Strategies Training</p> <ul style="list-style-type: none"> TOSAs attending Bakersfield regional CABE conference 	<p>-Evaluation of presentation at conference</p> <p>-Ability to take information from trainings into new PD offerings for OSD teachers</p>
January Staff Meeting/afterschool meeting	Share and model lessons and activities from the Digital Library that provide practice and prepare students for the rigor of the CAASPP assessment.	<p>Teacher Evaluations</p> <p>Principal and Learning Partner Math Walks</p> <p>Math Talk Rubrics</p>

English Language Development continued....

Site Administration Professional Development		
	Action Plan	How to monitor success
September Principal's Meeting	<ul style="list-style-type: none"> Using ELPAC Data to Inform Instruction Reclassification process using ELPAC through Ellevation 	Administrator ELD Observation tool Reclassification process
January Principal's Meeting	<ul style="list-style-type: none"> ELPAC Assessment Training 	ELPAC testing window
TBD Principal's Meeting	<ul style="list-style-type: none"> EL Roadmap Training 	Understanding of this new policy
TBD Principal's Meeting	<ul style="list-style-type: none"> Continued ELD discussions/trainings 	Administrator ELD Observation tool

Dual Language Programs

Date/Timeline	Action Plan	How to monitor success
June 18	Meeting with the District's Unit Planning Team (Director of DL) <ul style="list-style-type: none"> • NGSS 	<ul style="list-style-type: none"> • Ongoing evaluation of progress
June 19-June 22	Summer Bilingual Training (Center for Teaching for Bilinguality) <ul style="list-style-type: none"> • Bilingual training for all new teachers/administrators to DL and those who were unable to attend earlier bilingual trainings 	<ul style="list-style-type: none"> • Ongoing observations and discussions with teachers and site administrators
July 30-August 3	Unit Writing Training Summit- Initiate the development of the Kinder and First Grade Units (Center for Teaching for Bilinguality) Bilingual Mapping team members who attended: <ul style="list-style-type: none"> • Ana DeGenna, Assistant Superintendent of C and I • Aracely Fox, Director of DL Programs • Erika Ragan, Assistant Principal at Haydock • Jodi Nocero, Principal at Kamala • Leticia Ramos, Principal at Elm • Jennifer Rivas, Teacher at Kamala • Brennan Pope, Math Support teacher at Kamala • Erika Zambrano, DLI TOSA 	<ul style="list-style-type: none"> • Finalized Unit Maps for Kinder and First Grade • Continue the work with the District Mapping Team • Share with K and 1st grade teachers and administrators "draft" versions of the units
August 6 & August 9	Ready, Set Go Training (TOSAs) <ul style="list-style-type: none"> • Offer new and returning teachers the opportunity to collaborate and develop schedules and plan the setup of their classrooms • Review the district's bilingual design 	<ul style="list-style-type: none"> • Ongoing observations and discussions with teachers and site administrators
September-June	Pilot "Draft" Units (Director of DL and TOSAs) <ul style="list-style-type: none"> • Ongoing communication/meetings with teachers who volunteered to pilot units 	<ul style="list-style-type: none"> • Feedback from teachers

Dual Language Programs continued....

September 11-12	<ul style="list-style-type: none"> Fall Bilingual Institute (Center for Teaching for Bilinguality) Bilingual Training for all new teachers/administrators to DLI and those who were unable to attend earlier bilingual trainings 	<ul style="list-style-type: none"> Ongoing observations and discussions with teachers and site administrators Feedback from teachers and administrators
September-June	<ul style="list-style-type: none"> Meeting with the District's Unit Planning Team Finalize kinder and first grade units Develop the Bilingual Unit of Instruction (BUI) for both kinder and first grade 	<ul style="list-style-type: none"> Finalized units and BUIs
October-June	<ul style="list-style-type: none"> OSD Language Network (TOSAs) Ongoing support and professional development for teachers Opportunity to observe best practices Teachers have an opportunity to network across schools and grades 	<ul style="list-style-type: none"> Ongoing observations and discussions with teachers and site administrators Feedback from teachers and administrators
September-June	<ul style="list-style-type: none"> Ongoing District DLI Grade Level Meetings (Director of DL) Respond to teacher needs/clarify questions An opportunity to collaborate with grade level colleagues across the district 	<ul style="list-style-type: none"> Ongoing observations and discussions with teachers and site administrators Feedback from teachers and administrators
October-June	<ul style="list-style-type: none"> Professional Development for Teachers with a focus on bilingual (TOSAs) Number Corner (Math Vocabulary) Common Core en Español Bilingual TK Oracy NGSS/Social Science Standards Planning for the English Portion of the Day Balanced Literacy 	<ul style="list-style-type: none"> Ongoing observations and discussions with teachers and site administrators Feedback from teachers and administrators

Dual Language Programs continued...

October	<ul style="list-style-type: none"> Ongoing Unit Development Support as Needed (Director of DL and TOSAs) SIP Day Site Grade Level Collaboration Meetings After School Site Meetings 	<ul style="list-style-type: none"> Ongoing observations and discussions with teachers and site administrators Feedback from teachers and administrators
TBD	<ul style="list-style-type: none"> Trainings for teachers and Administrators specific to the Spanish language (TBD) 	<ul style="list-style-type: none"> Ongoing observations and discussions with teachers and site administrators Feedback from teachers and administrators
November 8 and 9	<ul style="list-style-type: none"> Biliteracy Curriculum Development K- (Center for Teaching for Biliteracy) Overview of the strategic use of Spanish and English Best practices Strategies that support translanguaging Instructional practices specific to reading and writing in each language The mapping process 	<ul style="list-style-type: none"> Ongoing observations and discussions with teachers and site administrators Feedback from teachers and administrators
September 13 January 15, 16, 17 February 19, 20, 21 March 26, 27, 28 April 23, 24, 25 May 14, 15, 16	<ul style="list-style-type: none"> Ongoing Collaboration with the "Center for Teaching for Biliteracy" PD for administrators PD for teachers Support of Curriculum Mapping and BUF Triangle development 	<ul style="list-style-type: none"> Ongoing observations and discussions with teachers and site administrators Feedback from teachers and administrators
September-June	<ul style="list-style-type: none"> Opportunity for DL teachers to observe and collaborate with other DL teachers across the district Substitutes will be provided by the DL department for classroom observations and collaboration 	<ul style="list-style-type: none"> Ongoing observations and discussions with teachers and site administrators Feedback from teachers and administrators
September-June	<ul style="list-style-type: none"> Biliteracy TK Support (Director of DL) Professional Development (October) Develop a program design Materials 	<ul style="list-style-type: none"> Ongoing observations and discussions with teachers and site administrators Feedback from teachers and administrators

Dual Language Programs continued...

May	<ul style="list-style-type: none"> Evaluate and revise Pathway to Biliteracy identification process (Director of DL and Teachers) Meet with 5th Grade Teachers Meet with Middle School Teachers (Soria) 	<ul style="list-style-type: none"> Revised process to identify students who have met the Pathway to biliteracy criteria
May	<ul style="list-style-type: none"> Advanced Placement Exam (MS Teachers) Design criteria for students to take the Spanish AP exam in 8th grade Identify supports for 8th grade students who are interested in taking the exam 	<ul style="list-style-type: none"> Develop a process to identify students who will be taking the AP exam Passing rate of students
September-June	<ul style="list-style-type: none"> Monthly Biliteracy Principals Meeting (Director of DL programs) Respond to principal needs/clarify questions An opportunity to collaborate with colleagues across the district Help develop next steps for sites 	<ul style="list-style-type: none"> Feedback from administrators
October-June	<ul style="list-style-type: none"> Middle School Spanish Teacher Support (Director of DL Programs) Department meetings Collaboration opportunities PD opportunities 	<ul style="list-style-type: none"> Feedback from teachers and administrators Students' overall progress in Spanish
September-June	<ul style="list-style-type: none"> Evaluate writing assessments for DL students (Director of DL programs, TOSAs and Classroom Teachers) Focus on a "bilingual" approach Feedback from DL teachers and administrators 	<ul style="list-style-type: none"> Feedback from teachers and administrators Students' overall progress in Spanish
June 18-19	<ul style="list-style-type: none"> Biliteracy 2 day Institute (Center for Teaching for Biliteracy) PD for 1st grade teachers on the Biliteracy Units-BUFs Roll-out of 1st grade units 	<ul style="list-style-type: none"> Ongoing observations and discussions with teachers and site administrators Feedback from teachers and administrators

Collective Responsibility

“What we need is consistency of purpose, policy, and practice. Structure and strategy are not enough. The solution requires the individual and collective ability to build shared meaning, capacity, and commitment to action. When large numbers of people have a deeply understood sense of what needs to be done—and see their part in achieving that purpose—coherence emerges and powerful things happen.”

Michael Fullan

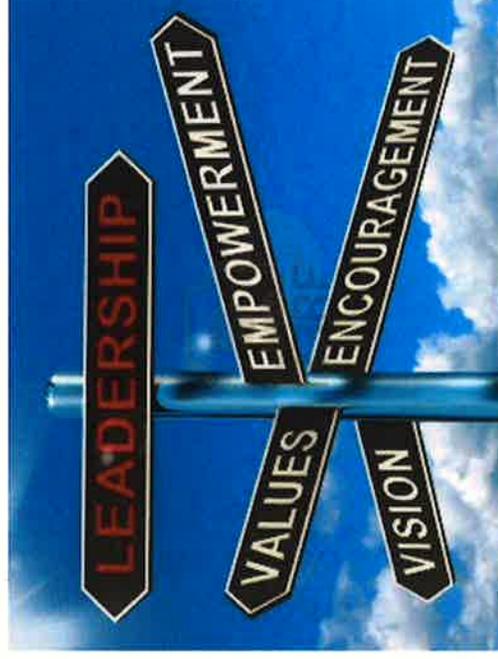


“Alone we can do
so little;
together we can
do so much.”

-Helen Keller

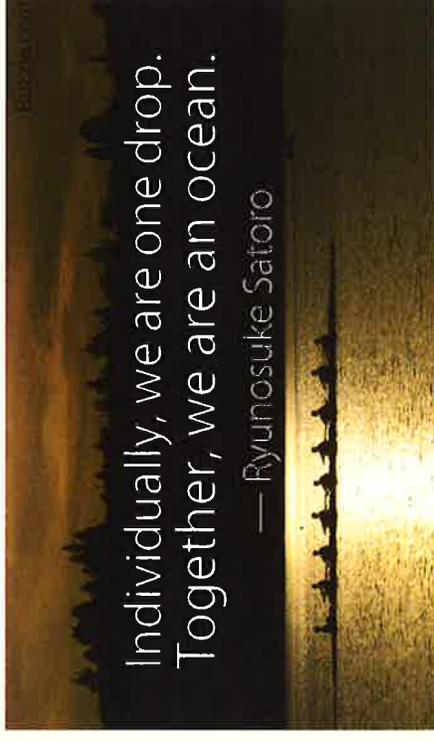
Leadership Team

- Assistant Superintendent of Educational Services
- Directors
- K-5 Principal
- K-8 Principal
- 6-8 Principal
- Classified Managers
- Executive Assistant



Collective Responsibility

- Principal PLCs
 - Data analysis
 - Sharing best practices



Questions.....

¡Gracias!

Gràcies!

Thank you!

DANKE!

Merci!

你很

BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS X

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

 Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION E: APPROVAL OF MINUTES _____

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

TITLE: School Attendance 2017-2018 – End of Year Report (DeGenna/Ridge)

The report provides an overview of student attendance for the 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.

FISCAL IMPACT:

None

RECOMMENDATION

Information only.

ADDITIONAL MATERIAL(S):

Attached: PowerPoint Presentation

Oxnard School District



School Attendance

End-of-Year Report

2017 - 2018

Configuration

Attendance Notifications

- **Truancy**
 - Letter 1: sent at 3 unexcused absences
 - Letter 2: sent at 6 unexcused absences
 - Letter 3: sent at 9 unexcused absences
- **Excessive Excused Absence Letters**
 - Letter 1: sent at 7 excused absences
 - Letter 2: sent at 14 excused absences
- **Tardy Letters**
 - Tardy 1: sent at 5 tardies
 - Tardy 2: sent at 10 tardies
- **Chronic Letters**
 - Letter 1: sent at 9 absences AND 10% of the school year

Increased Parent Communication & Engagement

Series of Truancy, Excessive Excused Absences and Conference Notifications informing parents of the importance of regular school attendance.

25,497 parent communication pieces sent as of June 11, 2018

911 average letters per run (or weekly): 28 total letter runs to date

6,385 First Truancy Notification Letters

2,302 Excessive Excused Absence I Letters

1,805 Conference Notifications

2,981 Second Truancy Notification Letters

365 Excessive Excused Absence II Letters

2,002 Chronic Letters

1,102 Third Truancy Notification Letters

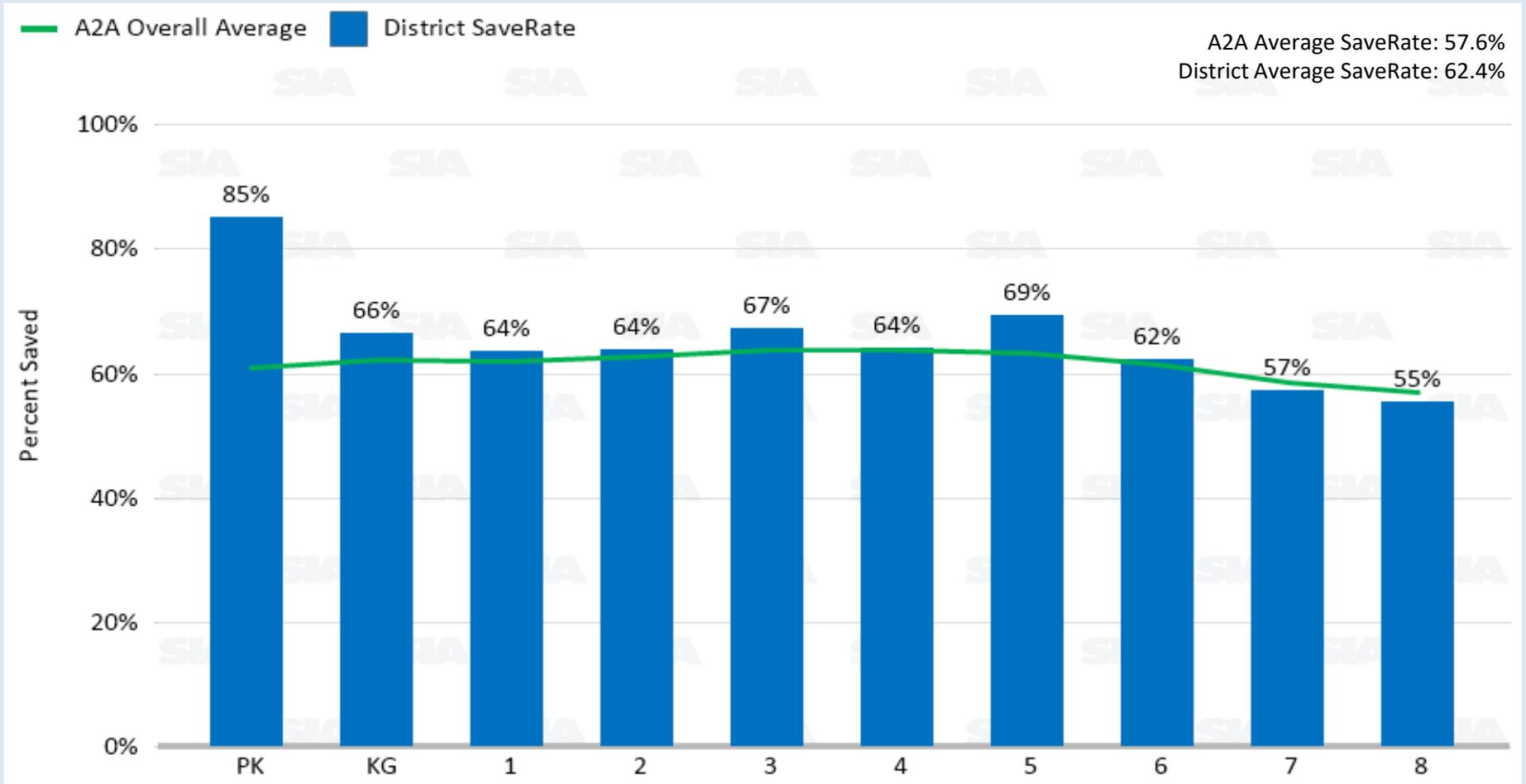
5,351 Tardy 1 Letters

3,204 Tardy 2 Letters



2017-18 Overall SaveRate vs. A2A Average

The higher, the better.



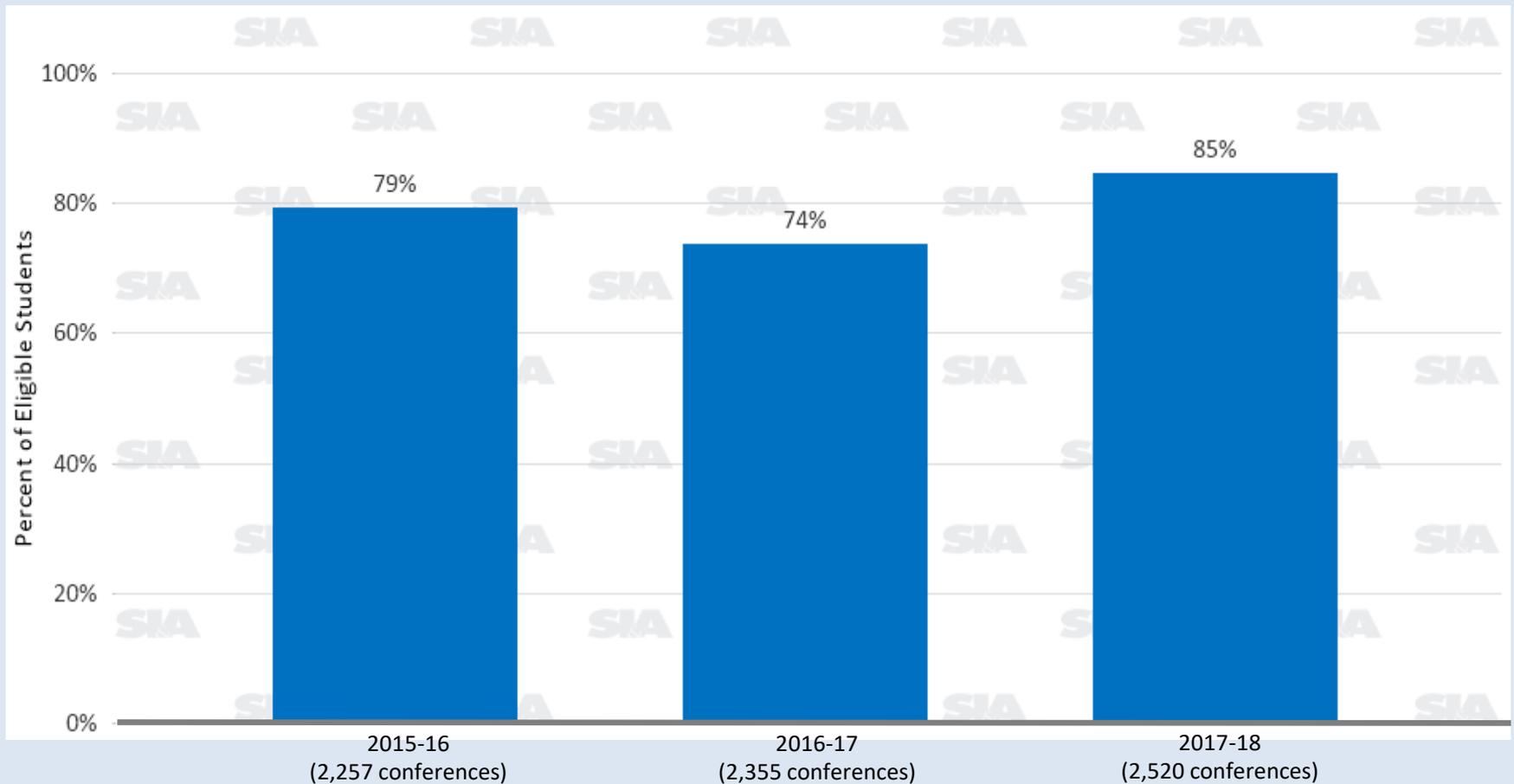
A2A Average SaveRate: 57.6%
District Average SaveRate: 62.4%

SaveRATE: Defined as the percent of students that **do not continue on a path toward chronic absenteeism** after an A2A intervention

Data as of 6/14/2018

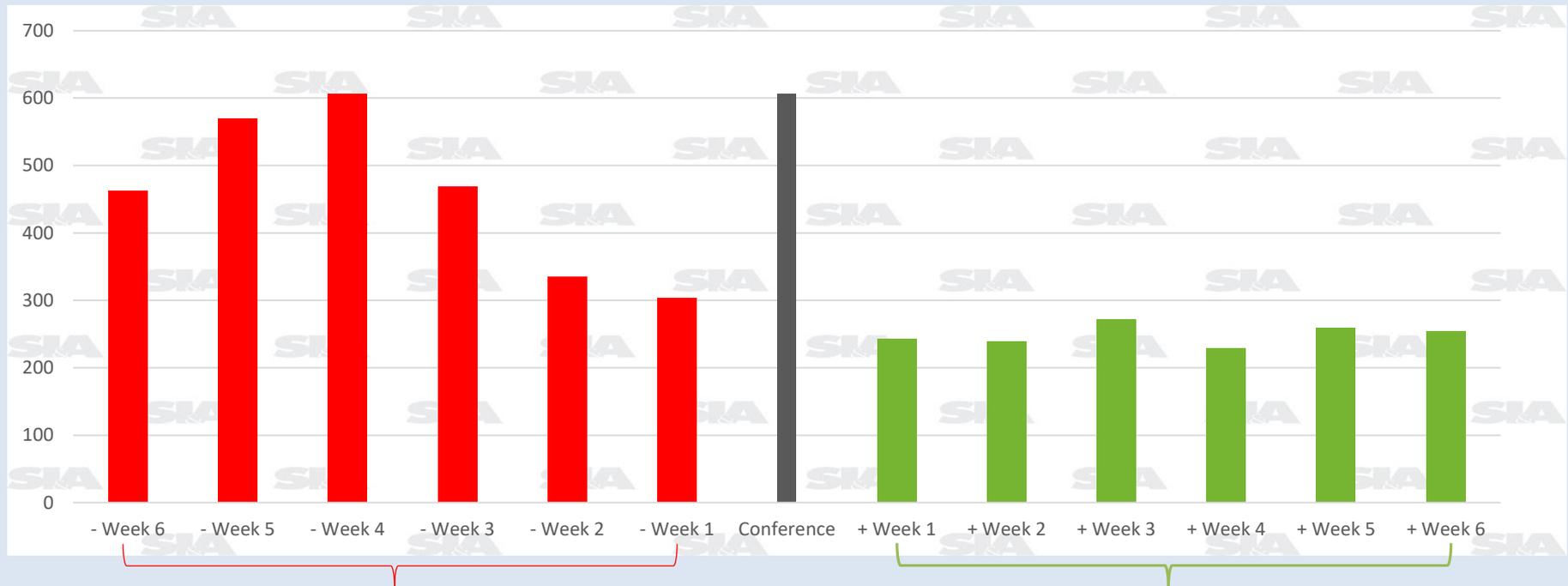
Conferences Addressed Rate, Year-Over-Year

The higher, the better.



Data as of 6/19/2018

Conference Effectiveness: L2 Conferences



Absences of the 930 students 6 weeks prior to conference

Absences of the 930 students 6 weeks after conference

* Each week represents 5 instructional days. Data does not always represent calendar weeks.

	Before	After	Improvement Rate	Total Conferences (Closed & Conducted)
Days Missed	2,746	1,496	45.5%	930
Avg. Days Missed per Student	2.95	1.61		

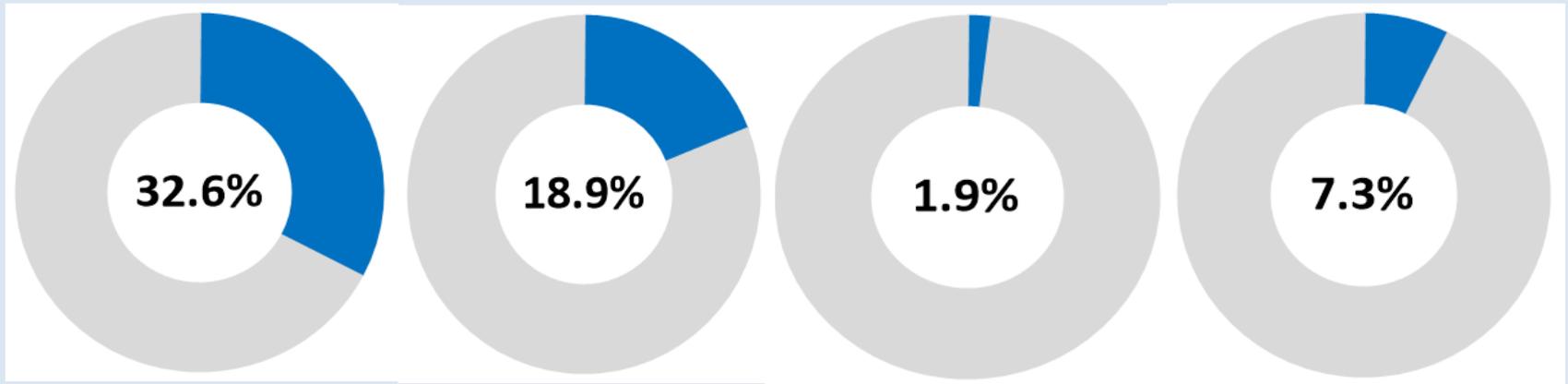
Attendance Through: 6/14/2018

Definitions

- **A2A Truant** – A student who has accumulated the equivalent of three or more full days of unexcused absences.
- **Excessively Excused** – A student who has accumulated the equivalent of seven or more full days of excused absences.
- **A2A Chronically Truant** – A student who is absent for 10% or more of the school year due to **unexcused** absences.
- **Chronically Absent** – A student who is absent for 10% or more of the school year due to **all** absences.

2017-18 Total Absence Rates

A2A Truancy Rate	EEA Rate	A2A Chronic Truancy Rate	Chronic Rate
------------------	----------	--------------------------	--------------



5,407 out of 16,576 students	3,129 out of 16,576 students	319 out of 16,576 students	1,216 out of 16,576 students
------------------------------	------------------------------	----------------------------	------------------------------

Missed 3+ full days of unexcused absences.

Missed 7+ full days of excused absences.

Missed 10% or more for unexcused absences.

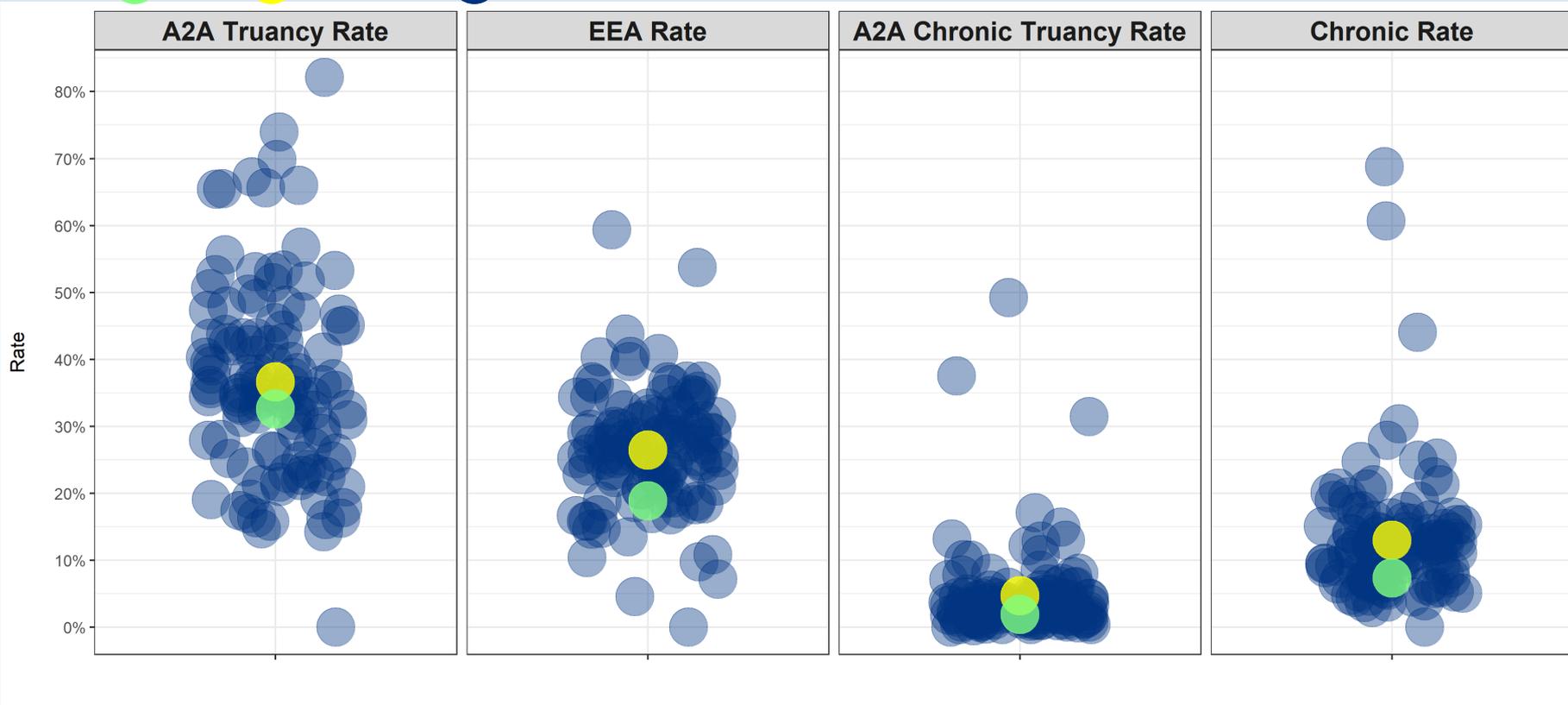
Missed 10% or more for all absences.

Data as of 6/14/2018

2017-18 District Absence Rates Compared to Other A2A Clients

The lower, the better.

● District ● A2A Average ● A2A Client



Missed 3+ full days of unexcused absences.

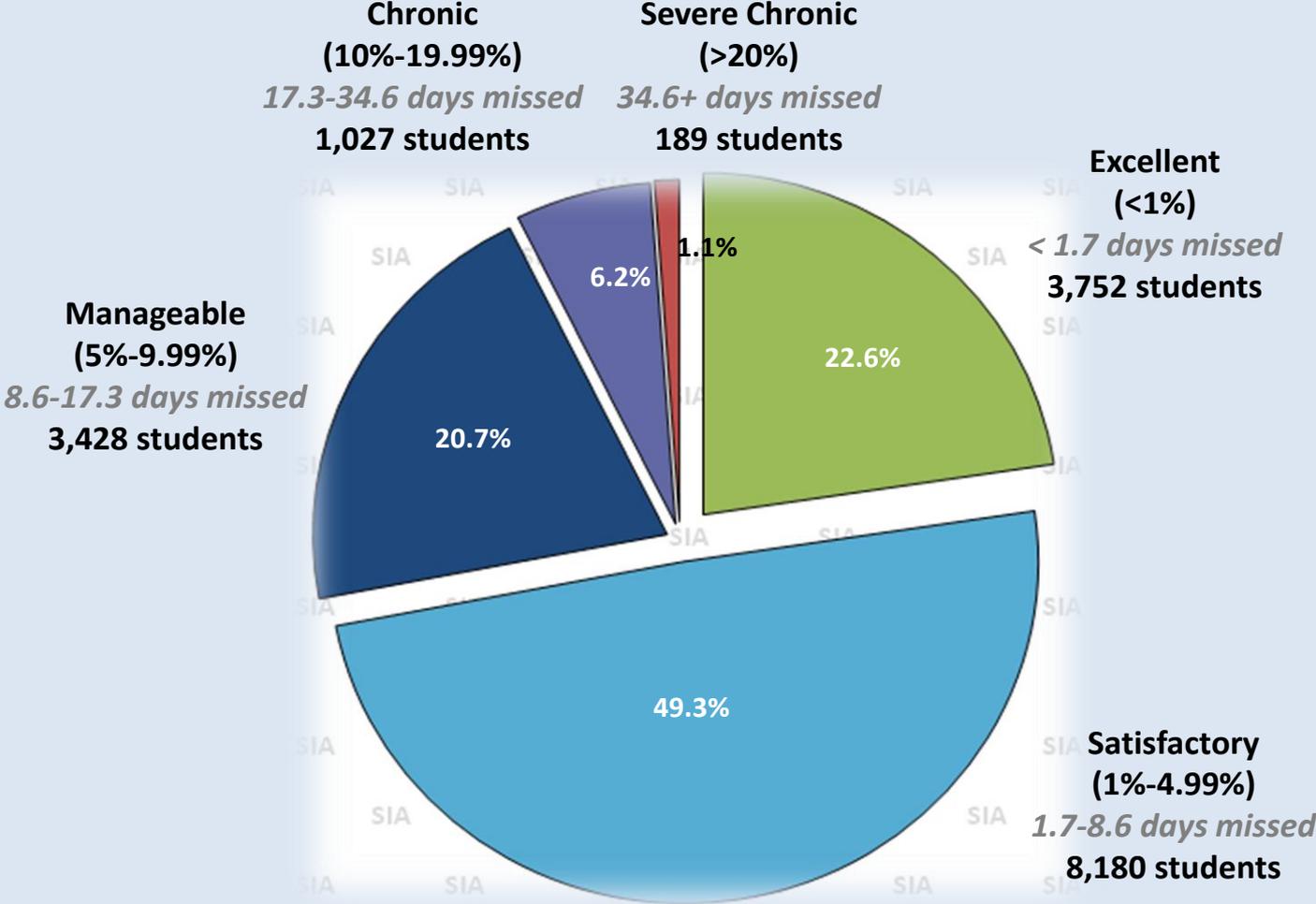
Missed 7+ full days of excused absences.

Missed 10% or more for unexcused absences.

Missed 10% or more for all absences.

Data as of 6/14/2018

2017-18 Total Absence Summary



- 71.98% (11,932) of OSD fall in the Excellent and Satisfactory groups.
- 28.02% (4,644) of OSD have missed more than 8.6 days of school.

Data as of 6/14/2018

When Do Absences Become a Problem?



CHRONIC ABSENCE

18 or more days



WARNING SIGNS

10 to 17 days



SATISFACTORY

9 or fewer absences

State of Attendance 2017-18

Before we look at our year-over-year data...

Factors impacting attendance statewide and nationwide

Political Climate:

Immigration concerns or fears (ICE/DACA)

Weather:

Flooding, fires, smoke/air quality

Illness:

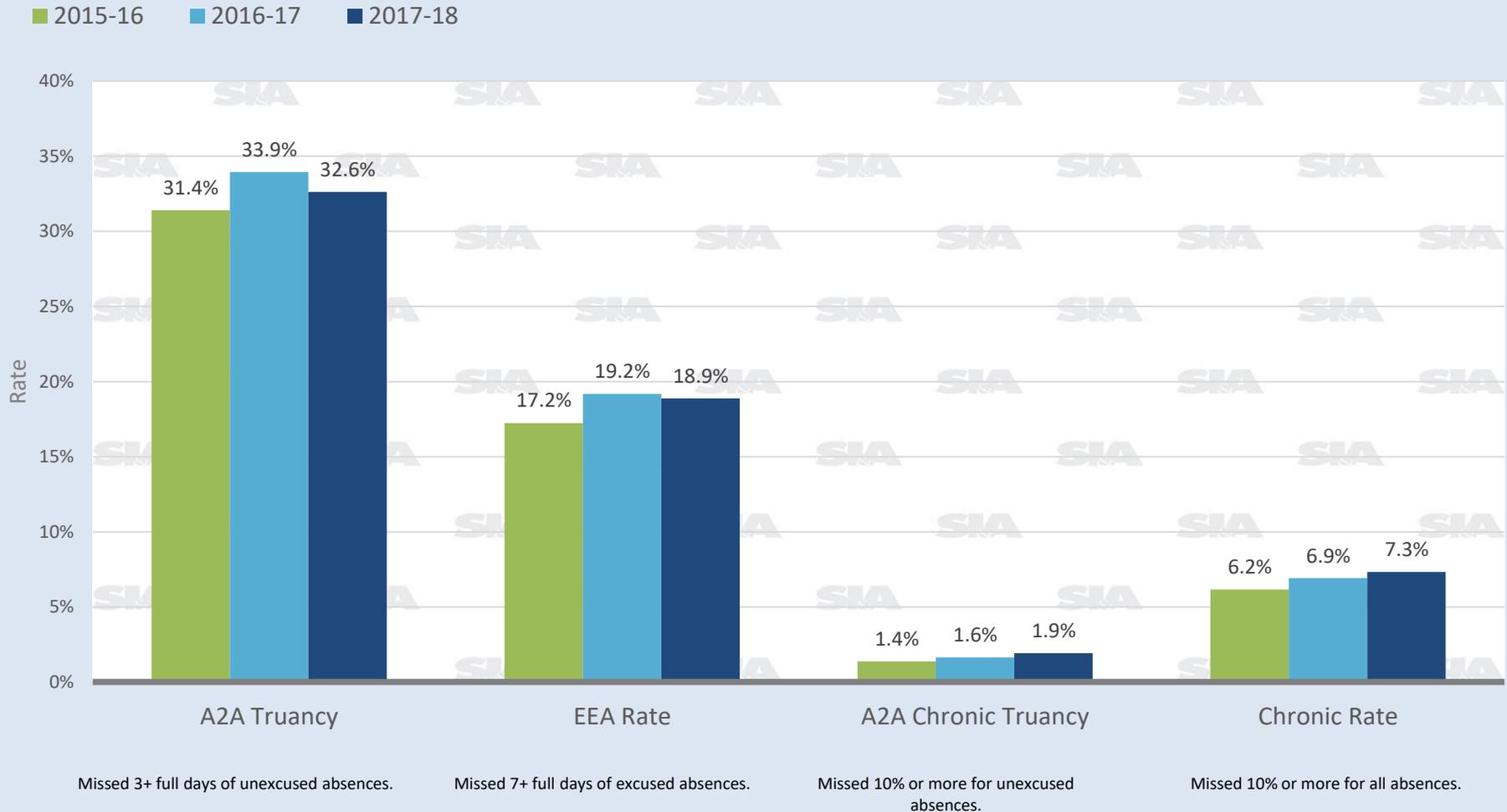
Flu outbreaks, norovirus

School Safety:

Increased threats (either false or real), current events

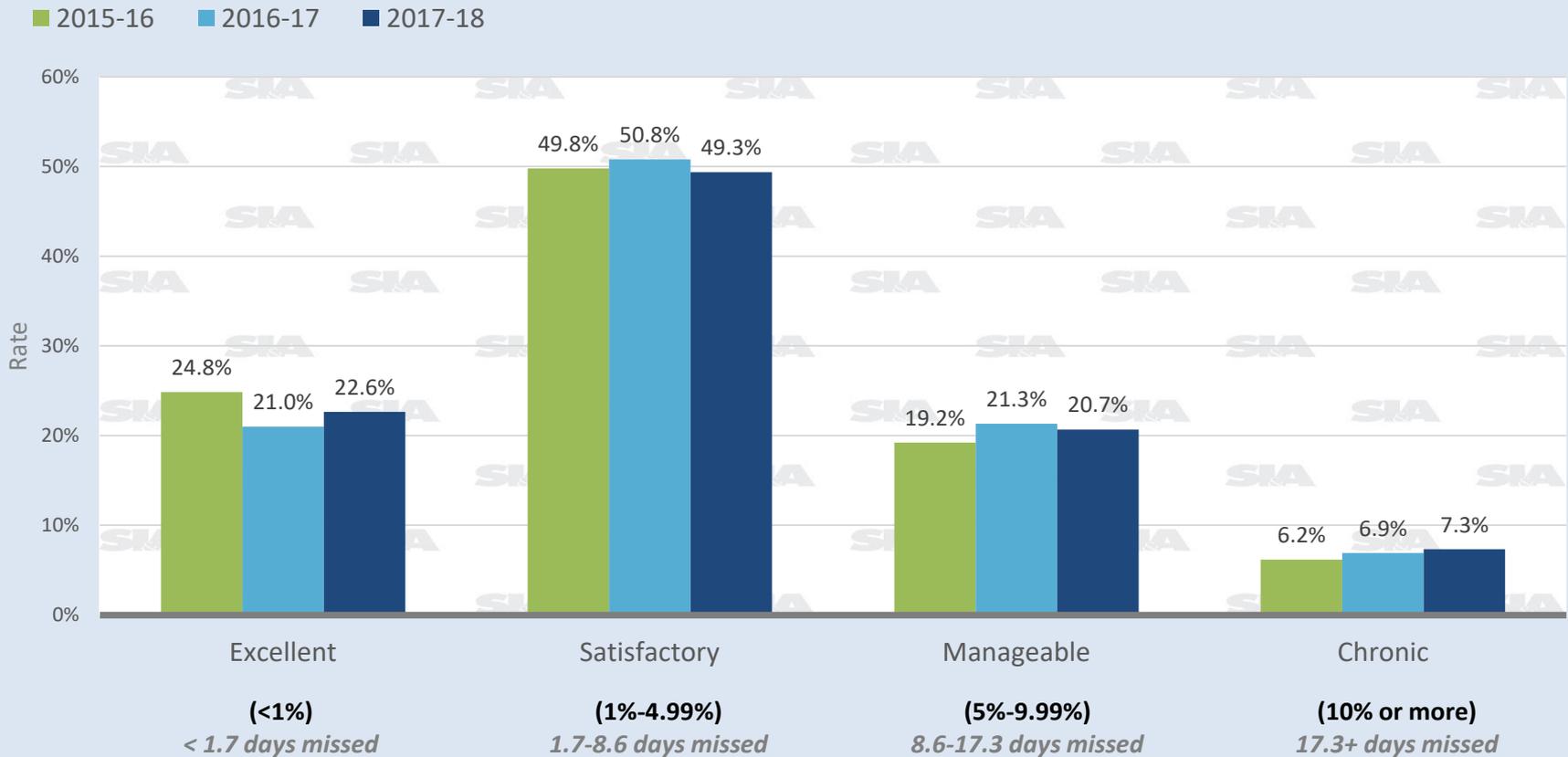
Total Absence Rates, Year-over-Year

The lower, the better.



Data as of 6/14/2018

Total Absence Summary, Year-over-Year

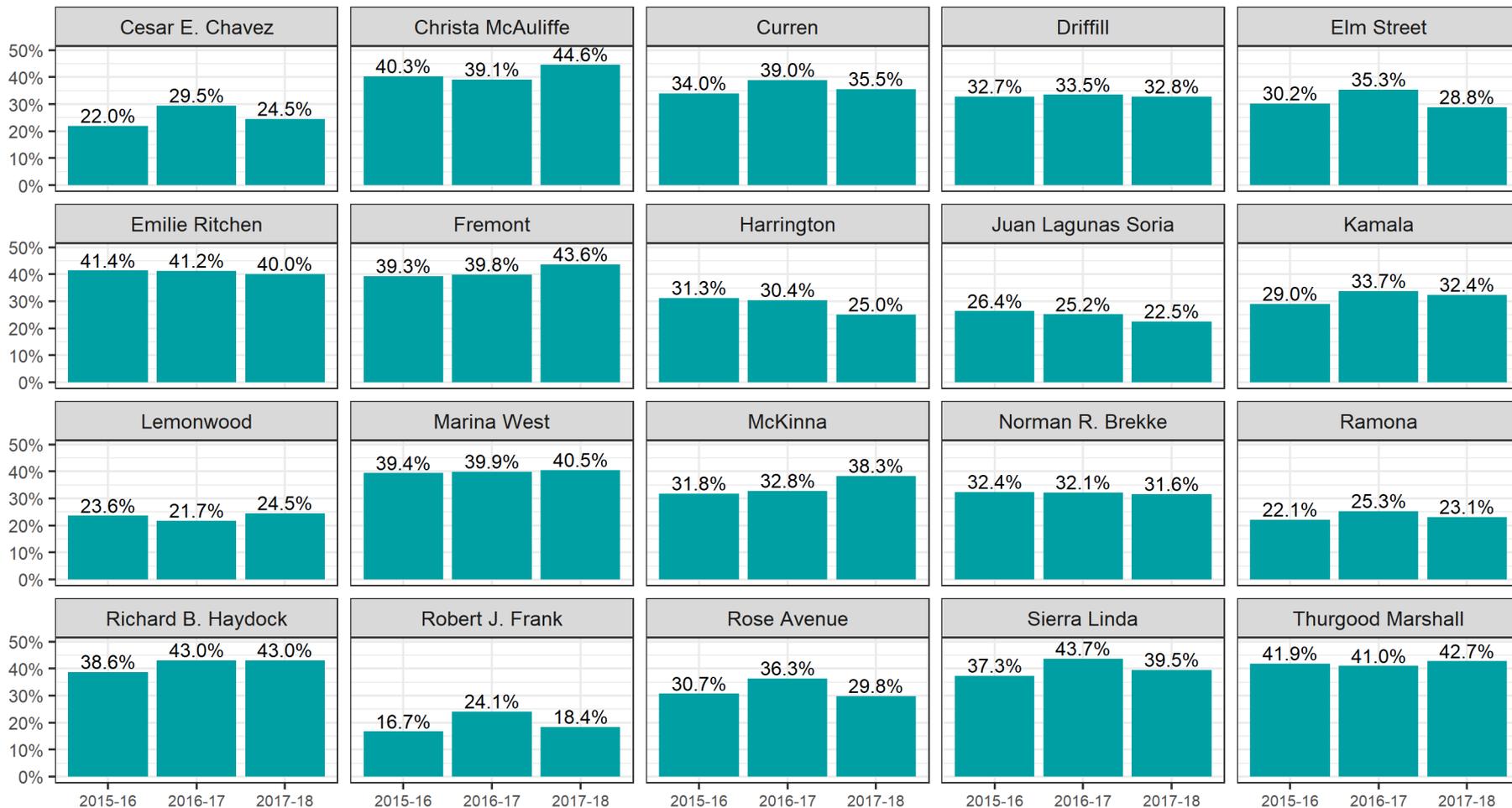


- The goal is to **increase** the number of students in the **Excellent** and **Satisfactory** categories and **decrease** the number of students in the **Manageable** and **Chronic** categories. There are **things we can do to continue** improving these results so we don't plateau.

Data as of 6/14/2018

A2A Truancy Rates by School Site, Year-Over-Year

The lower, the better.



A2A Truant - A student who has accumulated the equivalent of three or more full days of unexcused absences.

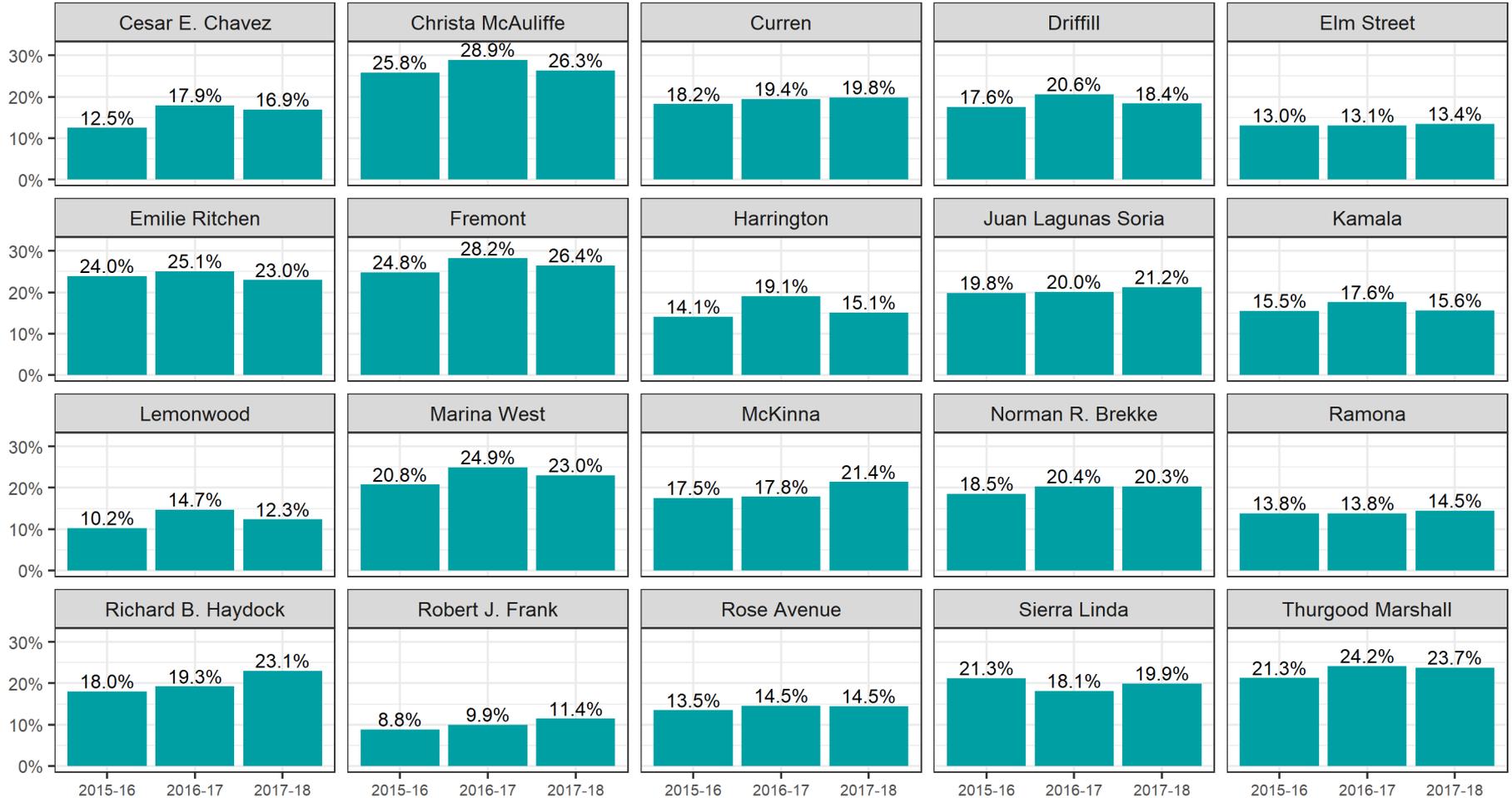
Data as of 6/14/2018

Schools with Reduction in Truancy in 17-18

- Chavez
- Curren
- Driffill
- Elm
- Frank
- Harrington
- Kamala
- Ramona
- Ritchen
- Rose
- Sierra
- Linda
- Soria

EEA Rates by School Site, Year-Over-Year

The lower, the better.



Excessively Excused - A student who has accumulated the equivalent of seven or more full day of excused absences.

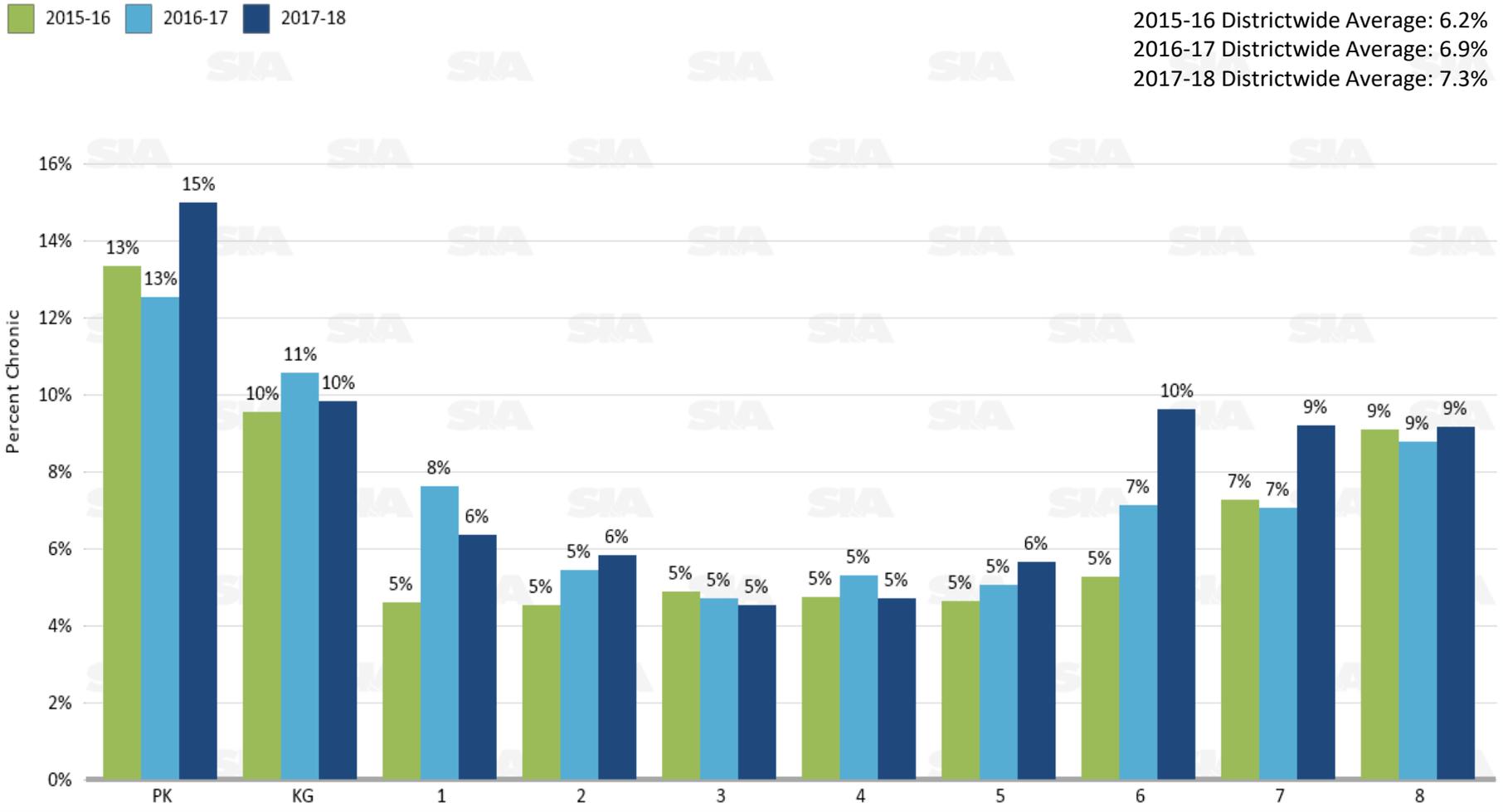
Data as of 6/14/2018

Schools with Reduction in Excessive Excused Absence in 17-18

- Brekke
- Chavez
- Driffill
- Fremont
- Harrington
- Kamala
- Lemonwood
- Marina West
- Marshall
- McAuliffe
- Ritchen

Chronic Rates By Grade: Year-over-Year

The lower, the better.

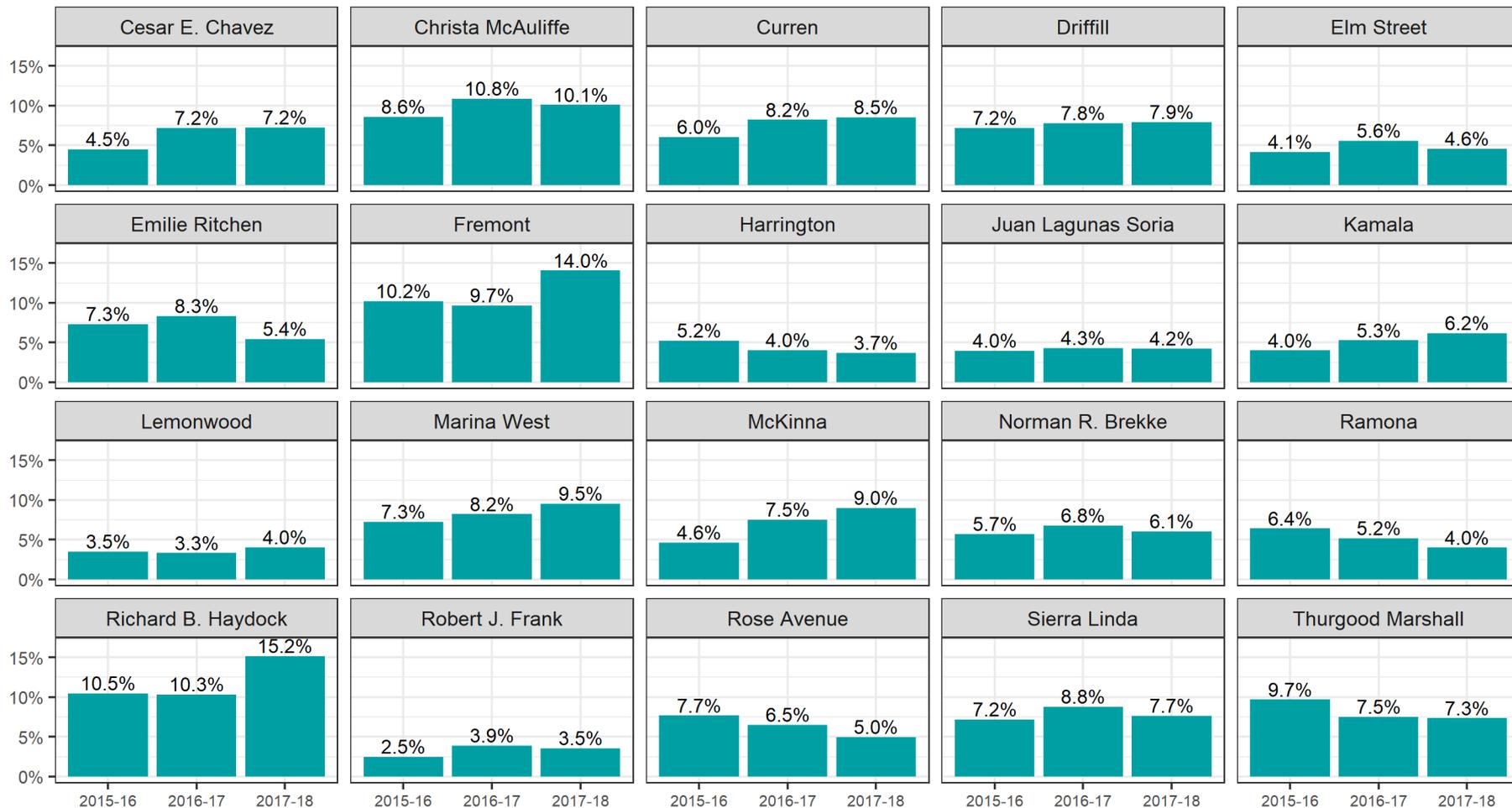


Chronically Absent - A student who is absent for 10% or more of the school year due to **all** absences.

Data as of 6/14/2018

Chronic Rates by School Site, Year-Over-Year

The lower, the better.



*Chronically Absent - A student who is absent for 10% or more of the school year due to **all** absences.*

Data as of 6/14/2018

Schools with Reduction in Chronic Absence in 17-18

- Brekke
- Elm
- Frank
- Harrington
- Marshall
- McAuliffe
- Ramona
- Ritchen
- Rose
- Sierra Linda
- Soria

Recognition of Attendance

- Welcoming Environment
- School-wide Goals
- Attendance Trophy
- Class / Grade Level Competition
- Classroom Incentives
- Perfect Attendance Awards
- Improved Attendance Awards
- Daily Incentives



BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 10, 2018

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS X
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

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

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

Transportation Department Annual Report (Penanhoat/Briscoe)

The Administration will provide a presentation on Transportation Department safety, program accomplishments and goals.

FISCAL IMPACT

None.

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

Attached: None.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 10, 2018

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS X
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

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

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

Report on 2018 Facilities Summer Projects (Penanhoat/Fateh)

The Administration will provide a presentation on Facilities projects accomplished during the summer of 2018.

FISCAL IMPACT

None.

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

Attached: None.

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Cesar Morales

Date of Meeting: October 10, 2018

- Study Session _____
- Closed Session _____
- A. Preliminary X
- B. Hearing _____
- C. Consent Agenda _____
- D. Action Items _____
- E. Reports/Discussion Items (no action) _____
- F. Board Policies: 1st Reading _____ 2nd Reading _____

Adoption of Resolution #18-17 – Week of the School Administrator

In observance of the importance of educational leadership at the school, school district, and county levels, the second full week in the month of October of each year shall be designated as Week of the School Administrator. Schools, school districts, 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.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution #18-17 in recognition of school administrators, and direct the District Superintendent to distribute said resolution.

ADDITIONAL MATERIAL(S):

- Resolution #18-17



Resolution #18-17

OXNARD SCHOOL DISTRICT

Resolution of the Oxnard School District Week of the School Administrator October 8 – 12, 2018

WHEREAS, Leadership Matters for California's public education system and the more than 6 million students it serves;

WHEREAS, School administration are passionate, lifelong learners who believe in the value of quality public education;
and

WHEREAS, The title "school administrator" is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, Most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California's superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, Public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, School leaders depend on a network of support from school communities - fellow administrators, teachers, parents, students, businesses, community members, Board of Trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources - to promote ongoing student achievement and school success; and

WHEREAS, Research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

WHEREAS, the State of California has declared the first full week of March as the "Week of the School Administrator" in Education Code 44015.1; and

WHEREAS, The future of California's public education system depends upon the quality of its leadership;

THEREFORE BE IT RESOLVED by the Board of Trustees of the Oxnard School District that all school leaders be commended for the contributions they make to successful student achievement.

Adopted this 10th day of the month of October in 2018.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Ana DeGenna**

Date of Meeting: **10/10/18**

- A. Preliminary Study Session Report _____
- B. Hearing: X
- C. Consent Agenda _____

Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

**Approval of Hearing to present finding of Sufficient Instructional Materials for 2018-2019
Resolution #18-16 (Freeman/Thomas)**

Hold a public hearing to present the finding of sufficient instructional materials for 2018-2019. The requirements of Education 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.

FISCAL IMPACT:

A resolution of sufficiency of instructional materials releases the remainder of the textbook funds not yet spent.

RECOMMENDATION:

It is the recommendation of the Director of Curriculum, Instruction and Accountability, and the Assistant Superintendent Educational Services, that the Board of Trustees adopt the Resolution #18-16 of sufficiency of instructional materials.

ADDITIONAL MATERIAL:

Attached: Resolution #18-16 and Curriculum Adoptions list



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/487-3918 • Fax 805/487-9648

Instruction

E 6161.1(a)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

Resolution #18-16 on Sufficiency of Textbooks or Instructional Materials

Whereas, the Governing Board of the Oxnard School District/Ventura County Office Education, in order to comply with the requirements of Education Code 60119, held a public hearing on October 10, 2018 at 7:00 O'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Oxnard School District/Ventura County Office of Education and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including English learners, has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas between the 2008-09 through the 2018-19 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Oxnard School District/Ventura County Office of Education, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

Finding of Sufficient Instructional Materials

Whereas, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

Mathematics:

K-5th McGraw-Hill, My Math- adopted 2015

6th, 7th and 8th Pearson Education, Connected Mathematics 3, adopted 2015

Science:

K-5th Macmillan/McGraw-Hill, California Science- adopted 2008

6th Glencoe-McGraw-Hill, California Earth Science, CA- adopted 2008

7th & 8th Holt, Rinehart and Winston, Life and Physical Science- adopted 2007

History-Social Science:

K-5th Pearson Scott Foresman- History Social Science for CA, adopted 2005

6th Glencoe McGraw-Hill, Discovering Our Past: Ancient Civilizations, adopted 2005

7th -8th Pearson Prentice Hall, Prentice Hall Social Studies, adopted 2006

Reading/Language Arts/ELD, including the English language development component of an adopted program:

K-5th McGraw Hill Wonders/Maravilla 2016

6th - 8th –McGraw Hill Study Sync - 2017

ELD:

6th, 7th & 8th Houghton Mifflin Harcourt English 3D, adopted 2013

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Therefore, it is resolved that for the 2018-2019 school year, the Oxnard School District/Ventura County Office of Education, has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

President

Secretary

Policy Reference UPDATE Service

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Approval of Agreement #18-141 – CAPIT Learning (DeGenna/Batista)

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.

FISCAL IMPACT:

\$1,800.00 – LCFF

RECOMMENDATION:

It is recommended by the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-141 with CAPIT Learning.

ADDITIONAL MATERIALS:

Attached: Agreement #18-141, CAPIT Learning (13 Pages)
Proposal (2 Pages)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-141

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 10th day of October, 2018 by and between the Oxnard School District (“District”) and CAPIT Learning (“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 **October 11, 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, including reimbursement for actual expenses, shall not exceed One Thousand Eight Hundred Dollars (\$1,800.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Marlene Batista
Phone: (805) 385.1501 x2351
Fax: (805) 486.6084

To Consultant: CAPIT Learning
8835 W. Pico Blvd.
Los Angeles, CA 90035
Phone: (855) 662.2748
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. 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:

CAPIT LEARNING:

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 #18-141

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-137

SERVICES

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

***PROVIDE PROFESSIONAL DEVELOPMENT PER ATTACHED PROPOSAL**

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

***PROVIDE PROFESSIONAL DEVELOPMENT 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 #18-141

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-141

COMPENSATION

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

*PER ATTACHED PROPOSAL

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 \$1,800.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #18-141

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-141

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) one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #18-141

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 #18-141

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-141

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Capit Learning

8835 W. Pico Blvd
Los Angeles, CA 90035
info@capitlearning.com
http://capitlearning.com

PROPOSAL

ADDRESS

Dr. Marlene Batista
Oxnard School District
1051 South A Street
Oxnard, CA

SHIP TO

Dr. Marlene Batista
Oxnard School District
1051 South A Street
Oxnard, CA

PROPOSAL # 1068

DATE 09/04/2018

DESCRIPTION	QTY	RATE	AMOUNT
<p>CAPIT In-Person Half-Day PD CAPIT In-Person Half-Day PD includes: 3 Hour In-Person PD (Per Location. Does not include Travel Expenses). These sessions are designed for district leaders, principals, teachers, and reading specialists. Every educator who is responsible for students' foundational reading skills is welcome to attend.</p>	1	1,800.00	1,800.00

Thank you for your business, please note this is only an estimate.

TOTAL

\$1,800.00

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Accepted By

Accepted Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Approval of Agreement #18-130 – Sports For Learning (DeGenna/Ridge)

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 Dept. of Justice. SFL will supply all necessary equipment for this program.

Sports For Learning creates programs for children that integrate STEM, PBIS and Soccer. Their STEM and Soccer programs increase and encourage physical activity (aligned with public school physical activity standards), incentivize attendance, introduce new skills, and build character. Through play and learning, they will create memorable experiences and instill the values of academics, sports and teamwork to our students. Their programs have been developed in collaboration with experts in **STEM, Next Generation Science Standards**, and the **PBIS** disciplinary framework. Furthermore, they regularly conduct surveys through a research firm to measure outcomes and impact of our STEM+ athletics programming, allowing them to maintain strict quality control while continuing to refine their methodology.

FISCAL IMPACT:

Not to exceed \$101,560.00 – LCFF

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-130 with Sports For Learning.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-130, Sports For Learning (13 Pages)
Proposal (1 Page)
Saturday School Calendar (1 Page)
Certificate of Insurance (3 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-130

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 10th day of October, 2018 by and between the Oxnard School District (“District”) and Sports for Learning (“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 October 27, 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 One Hundred One Thousand Five Hundred Sixty Dollars (\$101,560.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Chris Ridge
Phone: 805.385.1501, x2161
Fax: 805.487.9648

To Consultant: Sports for Learning
3580 E. Pacific Coast Highway, #11
Long Beach, CA 90804
Attention: Nick Telford
Phone: (760) 687.3764
Fax: ()
Email: nick@sportsforlearning.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.** CHRIS RIDGE 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:

SPORTS FOR LEARNING:

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 #18-130

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-130

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 #18-130

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-130

COMPENSATION

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

Total compensation shall not exceed One Hundred One Thousand Five Hundred Sixty Dollars (\$101,560.00), 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 \$101,560.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #18-130

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-130

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #18-130

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 #18-130

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-130

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Oxnard School District Saturday Academy 2018/19

Name	Price	QTY	Subtotal
Saturday Academy @ 20 schools * 14 weeks	\$85.00	1,120	\$95,200.00
Saturday Academy @ 4 schools * 1 week	\$85.00	16	\$1,360.00
Implementation Fee	\$5,000.00	1	\$5,000.00
			Total \$101,560.00

Program Details

*Program Type: Saturday School Program

of schools: 20

of weeks: 15

of days per week: 1

of coaches: 1

of hours each day: 4

Coach to student ratio: 1:25

Program Benefits

- Increase average daily attendance
- Incentive students to attend Saturday Academy
- Increase engagement in STEM
- College coaches as role models
- Contribute to a positive school climate
- Improve school connectedness
- Improve physical activity

Questions: Phone: (760)687-3764 or Email: Nick@sportsforlearning.com

2018-2019 OSD Saturday Academy Calendar

Date	Saturday Academy
10/27/18	X (<i>Chavez, Harrington, McAuliffe, Sierra Linda only</i>)
11/17/18	X (All 20 OSD Sites)
12/1/18	X (All 20 OSD Sites)
12/8/18	X (All 20 OSD Sites)
1/12/19	X (All 20 OSD Sites)
1/26/19	X (All 20 OSD Sites)
2/9/19	X (All 20 OSD Sites)
2/23/19	X (All 20 OSD Sites)
3/9/19	X (All 20 OSD Sites)
3/23/19	X (All 20 OSD Sites)
3/30/19	X (All 20 OSD Sites)
4/27/19	X (All 20 OSD Sites)
5/11/19	X (All 20 OSD Sites)
5/18/19	X (All 20 OSD Sites)
6/1/19	X (All 20 OSD Sites)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2018

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 Insurance Solutions License #0746539 33302 Valle Rd, Suite 200 San Juan Capistrano CA 92675	CONTACT NAME: Ibrahim Peker PHONE (A/C, No, Ext): (949) 348-7400 E-MAIL ADDRESS: IbrahimP@ins-solutions.com	FAX (A/C, No): (949) 348-2373
	INSURER(S) AFFORDING COVERAGE	
INSURED Coast 2 Coast Coaching, Inc DBA: Sports for Learning 3580 E Pacific Coast Highway Suite 11 Long Beach CA 90804	INSURER A: Philadelphia Indemnity Ins. Co NAIC # 18058	
	INSURER B: State Comp Ins Fund NAIC # 35076	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18-19 all & umb **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1756415	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			PHPK1756415	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB612492	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9223540-2018	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Abuse Molestation			PHPK1756415	01/01/2018	01/01/2019	Limit: \$1,000,000 Aggregate: \$3,000,000

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

Oxnard school district is included as additional insured per the attached endorsement.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES,
LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-
PROMOTERS**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
 - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
 - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.

2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
 - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. Sponsors
4. Co-Promoters

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS

9223540-18
NEW
SP

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 1, 2018 AT 12.01 A.M.
AND EXPIRING JANUARY 1, 2019 AT 12.01 A.M.

PAGE 1 OF 1

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

COAST 2 COAST COACHING, INC
3580 E PACIFIC COAST HIGHWAY STE 11
LONG BEACH, CA 90804

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 10, 2018

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

**AGREEMENT/MEMORANDUM OF UNDERSTANDING #18-136 BETWEEN
JENNIFER BLOK, MUSIC CONSULTANT AND OXNARD SCHOOL DISTRICT
FOR CLASSROOM MUSIC INSTRUCTION**

This Memorandum of Understanding (MOU) is entered into by **JENNIFER A. BLOK** and **OXNARD SCHOOL DISTRICT (OSD)** to facilitate music instruction in the classroom. The MOU sets forth the respective roles and responsibilities each bring to the program.

JENNIFER A. BLOK will:

1. Be contracted to provide musical services at the following school:
 Juan Soria School not to exceed \$7,500.00.
2. Name **OSD** additionally insured in the amount of (\$1,000,000 per occurrence, \$2,000,000 aggregate) from October 11, 2018 to June 10, 2019.
3. Provide the following service: curriculum based songs and musical activities, grade-level concepts (K-5), musical instruments for the students (percussion, bells, ukuleles, etc.), materials to accompany the lessons, and live demonstrations vocally and on various accompanying instruments – keyboard, guitar, ukulele, recorder.

OSD will:

1. Be solely responsible for making all arrangements with the Music Consultant including, but not limited to, specified times and dates for instruction.
2. Be solely responsible for the payment of the Consultant's monthly fee based on the invoice and timesheet completed at the school site.
3. Keep on file current liability insurance certificate verifying insurance compliance naming **OSD** as additionally insured.

This MOU is for the school year consultancy from October 11, 2018 to June 10, 2019.

We hereby agree to this MOU and certify that agreements made herein will be honored.

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Jennifer A. Blok, Music Consultant

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2018

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 K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising 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:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED 2000919539 CP# 222 Jennifer A. Blok 2600 East Ponderosa Drive #82 Camarillo, CA 93010 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:** 2000368974 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6BRPG000006425900	08/10/18 12:01 AM	08/10/19 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Not provided while in Hawaii						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT 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, piano, keyboard and/or organ, vocals
The certificate holder is 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 

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Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Approval of Agreement #18-137 – Mariana Peirano Royuela (DeGenna/Johnson)

“An Artist I Know” is 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.

FISCAL IMPACT:

\$10,080.00 – Donation

RECOMMENDATION:

It is recommended by the Principal, Soria School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-137 with Mariana Peirano Royuela.

ADDITIONAL MATERIALS:

Attached: Agreement #18-137, Mariana Peirano Royuela (13 Pages)
Proposal (3 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-137

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 10th day of October, 2018 by and between the Oxnard School District (“District”) and Mariana Peirano Royuela (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **October 11, 2018** through **June 30, 2019** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Ten Thousand Eighty Dollars (\$10,080.00), 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. Ana DeGenna
Phone: (805) 385.1501 x2301
Fax: (805) 486.7358

To Consultant: Mariana Peirano Royuela
1078 Main Street
Ventura, CA 93001
Phone: (805) 758.8247
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.** **CONFIDENCE JOHNSON** 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:

MARIANA PEIRANO ROYUELA:

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 #18-137

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-137

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 #18-137

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-137

COMPENSATION

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

*PER ATTACHED PROPOSAL

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 \$10,080.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #18-137

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-137

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) one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #18-137

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 #18-137

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-137

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

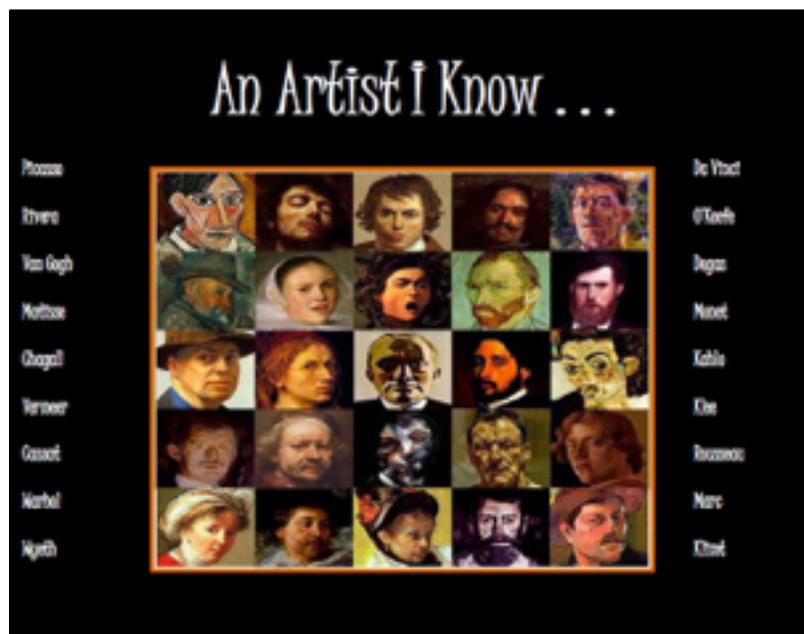
By: _____
Lisa A. Franz
Director, Purchasing

Project Proposal

Prepared for: Soria Elementary

Prepared by: Mariana Peirano Royuela

August 20, 2018



AN ARTIST I KNOW . . .

Objective

An Artist I Know . . . is an art appreciation program for elementary students intended to acquaint 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.

Goals

A fine arts education is essential to a child's mental and emotional development and the studies have confirmed that art is fundamental to academic learning because it fosters creativity, teaches critical thinking, develops abstract thinking skills and improves comprehension skills. In addition, art helps children develop social and personal skills. It improves confidence, teaches adaptability and boosts self esteem.

By fostering a community within the school where authentic art appreciation is taking place, we can meet and exceed expectations set by Common Core and move into a culture of true inquiry and learning. When studying any piece of art, one must be able to analyze the components that create the whole. Additionally, the ability to synthesize these parts into a whole work is critical to making meaning for each audience member. Common Core Reading and Math Standards have both identified the need for this critical practice, and the arts create a pathway to providing those opportunities.

Project Outline

An Artist I Know . . . art project at Soria is an enrichment program for grades 2-4. The visiting artist provides art instruction to the students once a week and works with Soria's teachers to plan lessons that complement the grade level curriculum. The project is designed to be completed in three steps as follows:

Step 1: "Introducing the Artist"

The Meet the Artist experience begins with the visiting artist sharing the life, famous works and interesting facts about the artist chosen. Interactive questions and multi-media content will keep the students interested as they are introduced to the artist's biography.

Step 2: "Close Up on the Art"

Now that the children have a true connection to the artist, they are introduced to the techniques and styles which made the art revolutionary. Through guided questions students are encouraged to observe, react, imagine, and express their own feelings. Using reproductions of the artist's work, students are exposed to the artwork and learn to describe, relate, analyze, interpret and evaluate the works of art.

Step 3: “In the Style of the artist”

After learning the inspiration and techniques of the artist chosen, the students have an opportunity to become artists as they work in the medium, technique, and style used by the artist they are studying. The visiting artist leads the students on a step-by-step journey through the art project, while the students discover their creativity by developing confidence in their own unique abilities.

BUDGET

The project is set up to run for a maximum of 28 weeks. The visiting artist provides art instruction to the students once a week for a total of 5 hours per week and one additional hour per week to plan and prepare lessons. Any extra hours incurred will be billed separately. Instructional materials and art supplies are provided by the school.

Description	Unit Price	Cost
Artist fees - 5 hours per week for 28 weeks + 1 hr planning Dates of instruction: Oct. 16, 23, 30; Nov. 6, 13, 27; Dec. 4, 11; Jan. 8, 15, 22, 29; Feb. 5, 12, 19, 26; March 5, 12, 19, 26; April 2, 30; May 7, 14, 21, 26; June 4, 11	\$60/hour	\$ 10,080
Total		\$ 10,080

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Approval of Agreement #18-138 – Wheels of Freestyle (DeGenna/Santamaria)

Wheels of Freestyle will present 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.

FISCAL IMPACT:

\$1,097.00 – LCFF

RECOMMENDATION:

It is recommended by the Principal, Ritchen School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-138 with Wheels of Freestyle.

ADDITIONAL MATERIALS:

Attached: Agreement #18-138, Wheels of Freestyle (1 Page)
Certificate of Insurance (3 Pages)

**AGREEMENT/MOU #18-138 BETWEEN
WHEELS OF FREESTYLE AND OXNARD SCHOOL DISTRICT
FOR SCHOOL ASSEMBLIES
FOR EMILIE RITCHEN SCHOOL**

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

This serves as a Memorandum of Understanding and Responsibility Agreement that Wheels of Freestyle and **Oxnard School District** will work together toward promoting and providing entertainment and connecting with students the importance of making healthy choices, respecting others, and graduating from High School, never quitting. Both the agency and consultant, according to their defined roles, agree to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Wheels of Freestyle agrees to:**
 - a. Provide one (1) Assembly on October 19, 2018 at 1:00 pm.
 - b. Carry insurance that conforms to the district requirements for liability, worker's compensation, abuse and molestation.

2. **Oxnard School District agrees to:**
 - a. Compensate Wheels of Freestyle for one (1) Assembly at Ritchen Elementary School at the following rates:

School Big Air BMX Show:	\$1,097.00
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TOTAL:	<u>\$1,097.00</u>
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This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented October 19, 2018.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date

Wheels of Freestyle:

David Holden, Sales Representative
Wheels of Freestyle Inc.
P.O. Box 927286
San Diego, CA 92192-7286
Phone: 888-818-8388
gogreenbmxshow@gmail.com

Date

CERTIFICATE OF INSURANCE

PRODUCER: LESTER KALMANSON AGENCY, INC. &/OR MITCHEL KALMANSON P.O. BOX 940008 MAITLAND, FL 32794-0008 PH: (407) 645-5000 / FAX: (407) 645-2810 WWW.LKALMANSON.COM / MITCHELK25@HOTMAIL.COM	DATE ISSUED: 09/07/2018 COMPANY: 100% CERTAIN UNDERWRITERS AT LLOYD'S / LONDON (CNP4)	
	POLICY NUMBER: CNP01822	
NAMED INSURED: WHEELS OF FREESTYLE, INC. C/O DAVID HOLDEN P.O. BOX 927286 SAN DIEGO, CA 92192-7286	EFFECTIVE DATE: 09/01/2018 (BOTH DAYS AT 12:01 A.M.	EXPIRATION DATE: 01/01/2019 LOCAL STANDARD TIME)
COVERAGE INFORMATION		
THIS IS TO CERTIFY THAT THE POLICY(S) OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM(S) OR CONDITION(S) OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE(S) MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND/OR CONDITIONS OF SUCH POLICIES. LIMITS OF LIABILITY SHOWN MAY HAVE BEEN REDUCED BY ANY PAID CLAIMS.		
TYPE OF INSURANCE:	LIMITS:	
X GENERAL LIABILITY GENERAL (ANNUAL) AGGREGATE: \$ 2,000,000.00 X OCCURRENCE LIMITED PRODUCTS AGGREGATE (IF ANY) \$ 00,000.00 X MANUSCRIPT POLICY FORM PERSONAL & ADV. INJURY: \$ 1,000,000.00		
	EACH OCCURRENCE:	\$ 1,000,000.00
	FIRE DAMAGE (ANY ONE FIRE)	\$ 100,000.00
ADDITIONAL INSURED(S): OXNARD SCHOOL DISTRICT IS /ARE HEREBY ADDED AS ADDITIONAL INSURED(S) ONLY AS THEIR INTEREST MAY APPEAR IN RESPECTS TO THE OPERATION(S) PERFORMED BY THE NAMED SURED AND/OR THEIR EMPLOYEE(S) ONLY.		
CERTIFICATE ONLY VALID WITH ATTACHED ADDENDUM "A" WITH DESCRIPTION OF LIABILITY COVERAGE(S) AFFORDED		
EVENT DATE(S): FRI.- 10/19/2018		
EVENT LOCATION: EMILIE RITCHEN ELEMENTARY SCHOOL - 2200 CABRILLO WAY - OXNARD, CA 93030		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE(S) AFFORDED BY THE POLICY(S) LISTED. "LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"		
SHOULD ANY OF THE ABOVE DESCRIBED POLICY(S) BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>0</u> DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION(S) &/OR LIABILITY(S) OF ANY KIND UPON THE COMPANY, ITS AGENTS &/OR REPRESENTATIVES &/OR KALMANSON ET AL		

<p>CERTIFICATE HOLDER/ADDITIONAL INSURED:</p> <p>OXNARD SCHOOL DISTRICT 1051 SOUTH A STREET OXNARD, CA 93030</p> <p>EMAIL: <u>SALMSTROM@OXNARDSD.ORG</u></p>	<p>AUTHORIZED REPRESENTATIVE:</p>  <p><u>MITCHEL KALMANSON / PRESIDENT</u></p>
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A D D E N D U M F O R •

ASSURED: WHEELS OF FREESTYLE, INC. C/O DAVID HOLDEN

AGENCY : LESTER KALMANSON AGENCY INC. &/OR MITCHEL KALMANSON P.O.
BOX 940008 / 235 S. MAITLAND AVENUE SUITE 201
MAITLAND, FLORIDA - U.S.A. - 32751
PH: 407-645-5000 FAX: 407-645-2810 EMAIL: MITCHELK25@HOTMAIL.COM

POLICY PERIOD / TERM: 09/01/2018 TO 01/01/2019 TERM: SHORT
(BOTH DAYS 12:01 AM LOCAL STANDARD TIME)

POLICY NUMBER: CNP01822

DESCRIPTION OF THE MANUSCRIPT OCCURRENCE LIABILITY INSURANCE COVERAGE AFFORDED:

- A) SPECTATOR LIABILITY COVERAGE IS AFFORDED FOR A BIKE STUNT SHOW TO BE PERFORMED BY THE NAMED INSURED &/OR THEIR EMPLOYEE (S) ONLY, FOR DISPLAY / EXHIBITION PURPOSES ONLY, WHILE AT VARIOUS TRAVELING (USA) LOCATIONS ONLY, WHILE UNDER THE DIRECT CONTROL / SUPERVISION OF THE NAMED INSURED &/OR THEIR EMPLOYEE
- B) PREMISES LIABILITY COVERAGE IS AFFORDED FOR THE SET-UP, USE &/OR TAKE DOWN OF THE NAMED INSURED'S OWNED EQUIPMENT TO BE USED IN CONJUNCTION WITH THE NAMED INSURED'S COMMERCIAL OPERATION (S) ONLY, WHILE AT VARIOUS TRAVELING (USA) LOCATIONS ONLY, WHILE UNDER THE DIRECT CONTROL / SUPERVISION OF THE NAMED INSURED &/OR THEIR EMPLOYEES ONLY .

POLICY CONDITIONS:

- 1) PARTICIPANT'S LIABILITY COVERAGE IS SPECIFICALLY EXCLUDED.
- 2) LIABILITY COVERAGE IS SPECIFICALLY EXCLUDED FOR ANY OTHER ACTIVITY (S) &/OR OPERATION (S) UNLESS SPECIFICALLY ENDORSED HERETO AND AN ADDITIONAL PREMIUM CHARGE IS MADE.
- 3) WORKER'S COMPENSATION / EMPLOYER'S LIABILITY COVERAGE IS SPECIFICALLY EXCLUDED FROM THIS POLICY FOR ANY EMPLOYEE (S) &/OR INDEPENDENT CONTRACTOR(S) &/OR VOLUNTEER(S) .
- 4) ANY/ALL SUB-CONTRACTED INDEPENDENT CONTRACTORS MUST PROVIDE THE NAMED INSURED WITH A CURRENT CERTIFICATE OF INSURANCE, THROUGH AN

ACCEPTABLE CARRIER, WITH MINIMUM LIMITS OF \$ 1, 000, 000.00 PER
OCCURRENCE / AGGREGATE, NAMING: WHEELS OF FREESTYLE, INC. AS AN
ADDITIONAL NAMED INSURED.



ALL OTHER TERMS CONDITIONS REMAIN UNCHANGED.



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

SERVICES AGREEMENT #18-143

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

OXNARD SCHOOL DISTRICT

Agreement No. AN-051-18

1. Background

The California Afterschool Network (CAN) is a fiscally sponsored project of the Foundation for California Community Colleges. As such, CAN operates under the auspices of the Foundation, a 501(c)(3) nonprofit organization. The purpose of CAN is to increase access to high quality out-of-school time programs that support the success of California's children and youth. CAN's mission is to provide professionals, advocates, and community members the tools and resources necessary to build high-quality out-of-school time programs in California. As a catalyst for Quality, CAN has been instrumental in leading field based efforts to create the Quality Standards for Expanded Learning in California. Since the adoption of the Quality Standards, CAN has been a leading provider of Technical Assistance on the Quality Standards and the Continuous Quality Improvement process for expanded learning programs in California.

2. Parties to Agreement

For the purposes of this agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, on behalf of the California Afterschool Network (CAN), is referred to as "FOUNDATION" and Oxnard School District is referred to as "CUSTOMER".

3. Services

FOUNDATION shall provide to CUSTOMER 8-10 workshop series as set forth in the Scope of Work attached hereto as Exhibit "A" and herein incorporated by reference (the "Services"). CUSTOMER agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION's staff and its partners at all reasonable times.

4. Term, Termination

4.1 This Agreement shall take effect upon signature of both parties (“Effective Date”) through **June 30, 2019**, at which time, this Agreement will automatically terminate. Any extension to this Agreement must be in writing and signed by authorized signatories of FOUNDATION and CUSTOMER.

4.2 Termination for Convenience. Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.

4.3 Termination for Cause. Either party shall have the right to terminate this agreement, without penalty, within a reasonable time period should the other party be found to be in material breach of this agreement and fails to cure such breach within thirty (30) days after written notice of the same is sent to the other party or within any other time period agreed upon in writing by the parties.

4.4 Procedures at Termination. Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses.

5. Compensation

The total fee to be paid to FOUNDATION by CUSTOMER for the Services shall not exceed **\$15,000.00**, including all applicable taxes. Budget detail is set forth in the Proposal attached hereto as Exhibit “A”. CUSTOMER shall provide invoicing instructions to FOUNDATION immediately upon execution of this Agreement. If additional work is requested, it will be approved by the Parties in advance and will be billed at the rate of **\$1,500.00** per workshop.

6. Indemnification

FOUNDATION shall be liable for and shall indemnify and hold CUSTOMER harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys’ fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives or violation of this Agreement by FOUNDATION. CUSTOMER shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys’ fees) arising from the fault or negligence of CUSTOMER, its officers, employees, agents, and representatives or violation of this Agreement by the CUSTOMER.

7. Notices

All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

FOUNDATION:

REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):

Jeff Davis
Executive Director, CAN
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811

(916) 325-0854
jdavis@afterschoolnetwork.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
contracts@foundationccc.org

CUSTOMER:

REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):

Ginger Shea
Manager, Special Programs and Services
Oxnard School District
1051 South A. Street
Oxnard, CA 93030
(805) 385-1501 ext. 2324
gshea@oxnardsd.org

8. General Provisions

8.1 Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience, and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

8.2 Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

8.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

8.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. CUSTOMER shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)

8.5 Debarment and/or Suspension. CUSTOMER shall comply with Executive Order 12549, Debarment and Suspension. CUSTOMER represents and warrants that CUSTOMER is not presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

8.6 Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

8.7 Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.8 Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

8.9 Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

8.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.

8.11 Confidentiality. CUSTOMER shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CUSTOMER's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CUSTOMER's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.

8.12 Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.

8.13 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

8.14 Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

8.15 Non-waiver. The failure of either FOUNDATION or CUSTOMER, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.

8.16 Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.

8.17 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

OXNARD SCHOOL DISTRICT

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

By: _____

Print Name: Lisa A. Franz

Print Name: _____

Title: Director, Purchasing

Title: _____

Date: _____

Date: _____

CUSTOMER – second signature, if required

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: N/A

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

EXHIBIT A

Scope of Work

CAN shall provide Oxnard School District with 8-10 fee for service workshops. The scope of work is as follows:

- CAN will work with the contracting agency to schedule a series of 8-10 workshop offerings;
- Conduct a virtual planning meeting with the contracting agency to plan each unique workshop;
- Implement each workshop as planned with the contracting agency;
- Complete any necessary follow-up.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2018

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 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 Edgewood Partners Insurance Center License #0B29370 PO Box 13847 Sacramento CA 95853	CONTACT NAME: Rebecca Foster PHONE (A/C, No, Ext): 916-576-1524 E-MAIL ADDRESS: Rebecca.Foster@epicbrokers.com	FAX (A/C, No): 916-583-7613													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER B : Travelers Casualty & Surety Co</td> <td>19038</td> </tr> <tr> <td>INSURER C : Travelers Prop Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great American Insurance Company	16691	INSURER B : Travelers Casualty & Surety Co	19038	INSURER C : Travelers Prop Casualty Co of America	25674	INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED FOUNFORC Foundation for California Community Colleges 1102 Q Street, Ste 4800 Sacramento CA 95811															

COVERAGES

CERTIFICATE NUMBER: 1188292546

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC059452204	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PAC059452204	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB059452305	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB7K772270	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A	Employee Theft of Client Property Abuse or Molestation			105705990 PAC059452204	10/1/2017 10/1/2017	10/1/2018 10/1/2018	Limit/Deductible \$1,000,000/\$10,000 Each Occurrence \$1,000,000 Aggregate \$3,000,000

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

Re: FCCC Program/Contract #AN-051-18. Additional Insured: Oxnard School District. When required by written contract, additional insured status with primary coverage and waiver of subrogation apply to General Liability and Automobile Liability, all per the attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph 2. Exclusions of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, exclusion g. **Aircraft, Auto or Watercraft** does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph 2. Exclusions of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph (2) of exclusion g. **Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

3. "**Bodily Injury**" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

D. Medical Payments

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$ 20,000; or
- b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

E. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. rupture, bursting, or operation of pressure relief devices;
- ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or
- iv. flood

2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph 5. above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.
3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph b. Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."
4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph 9.a. of **Definitions** is replaced with the following:
 9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

F. Supplementary Payments

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:
 - b. Up to \$ **3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph 1.d. is replaced by the following:
 - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ **1,000** a day because of time off work.

G. Newly Formed or Acquired Organizations

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
 - a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and
 - c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership
- c. an executive officer or insurance manager, if you are a corporation.

J. Property Damage Liability - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

K. Property Damage Liability - Borrowed Equipment

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

L. Liberalization Clause

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

M. Amendment of Pollution Exclusion (Premises)

1. The following is added to paragraph **(1)(a)** of Exclusion f. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

(iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa)** commence on a clearly identifiable day during the policy period; and
- (bb)** end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
- (cc)** be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
- (dd)** be neither expected nor intended from the standpoint of any insured; and
- (ee)** be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
- (ff)** not originate at or from a storage tank or other container, duct or piping which:
 - a. is below the surface of the ground or water; or
 - b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

N. Limited Property Damage to Property of Others

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B**:

3. We will pay up to \$ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

- a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and
 - (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."
2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:
 - (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
 - (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
 - (e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. 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.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

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 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 such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

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

With respect to paragraph **1.b.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph **b.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph **2. Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

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

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. 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:

- a. required by the contract or agreement; or
- b. 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.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
 - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
 - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **8. Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph **1. Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph **2. Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions **j.(3)**, **j.(4)**, **j.(5)** and **j.(6)** are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **\$ 1,000**.
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **\$ 5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph **2.** of **SECTION III - LIMITS OF INSURANCE**.

V. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraph (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

W. Broadened Personal and Advertising Injury

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item 14.:
 - h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.



Administrative Offices
580 Walnut Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

CA 85 18
(Ed. 06 09)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

WHO IS AN INSURED (Section II - **Liability Coverage**, Paragraph **A.1.**) is amended to include as an Insured any person or organization (called additional Insured) whom you are required to add as an additional Insured on this policy under:

1. a written contract or agreement, or;
2. an oral contract or agreement where a certificate of insurance showing that person or organization as an additional Insured has been issued;

but the written or oral contract must be:

- a. currently in effect or becoming effective during the term of this policy; and
- b. executed prior to the date of "loss."

This person or organization is an additional insured only to the extent you are liable for an "accident" arising out of the use of a covered "auto" being driven by you, one of your employees, or one of your volunteers, with your permission.

- c. take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss," our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "Insured" or the "Insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "Insured," at any time, intentionally conceals or misrepresents a material fact concerning:

- a. this Coverage Form;
- b. the covered "auto";
- c. your interest in the covered "auto"; or
- d. a claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit to Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) excess while it is connected to a motor vehicle you do not own; or
- (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 Covered Autos 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 the same basis.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Approval of Agreement #18-132 – JoAnn Housman RN, JD (DeGenna/Sugden)

JoAnn Housman RN, JD, will 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.

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 #18-132 with JoAnn Housman RN, JD.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-132, JoAnn Housman RN, JD (13 Pages)
Scope of Work/Rate Sheet (1 Page)
Certificate of Insurance (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-132

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 10th day of October, 2018 by and between the Oxnard School District (“District”) and JoAnn Housman RN, JD (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from October 11, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: JoAnn Housman RN, JD
30842 Livorno Court
Westlake Village, CA 91362
Phone: (818) 753.3274
Fax:
Email: joannhousman@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:

JOANN HOUSMAN RN, JD:

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 #18-132

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-132

SERVICES

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

***PROVIDE INDIVIDUAL HEALTH ASSESSMENTS DURING THE 2018-2019
ACADEMIC YEAR PER ATTACHED RATE SHEET**

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

***PROVIDE INDIVIDUAL HEALTH ASSESSMENTS DURING THE 2018-2019
ACADEMIC YEAR 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 #18-132

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-132

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), 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 #18-132

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-132

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 #18-132

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 #18-132

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-132

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

JoAnn Housman RN, JD
Joannahousman@gmail.com

Independent Health Exam would include:

Consultation and Intake
Record Review
School Observation (if needed)
Contact with Providers (if needed)
Health Assessment (if needed)
Report Writing
Health Plan (if needed)
IEP Participation/Attendance (if needed)
Follow Up as required

85.00/ hour



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance OCCURRENCE POLICY FORM



Print Date: 10/04/2017

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0651746020 from 10/05/17 to 10/05/18 at 12:01 AM Standard Time

Named Insured and Address: Joann Housman 30842 Livorno Ct Westlake Village, CA 91362-7164

Program Administered by: Nurses Service Organization 159 E. County Line Road Hatboro, PA 19040-1218 1-800-247-1500 www.nso.com

Medical Specialty: Registered Nurse Code: 80964 Insurance is provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$ 6,000,000 aggregate

Your professional liability limits shown above include the following:

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

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Unit, Amount, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

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

Total: \$ 101.00

Base Premium \$101.00

Premium reflects Self Employed , Full Time

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

Table with 7 columns of policy form numbers: G-121500-D, G-121503-C, G-121501-C1, G-145184-A, G-147292-A, GSL15563, GSL15564, GSL15565, GSL17101, GSL13424, CNA80051, CNA80052, G-123846-D04, CNA81753, CNA81758, CNA82011, CNA79575

Signature of Chairman of the Board

Chairman of the Board

Signature of Secretary

Secretary

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

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

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

COMMON POLICY FORMS & ENDORSEMENTS

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

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

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

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

Named Insured: Joann Housman
Policy#: 0651746020

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Ratification of Agreement/MOU #18-140 – Ocean View School District (DeGenna/Thomas)

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.

Term of Agreement/MOU: July 1, 2018 through June 30, 2019

FISCAL IMPACT:

\$79,424.00 will be reimbursed to OSD from Ocean View School District.

RECOMMENDATION:

It is the recommendation of the Director of Curriculum, Instruction, and Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #18-140 with Ocean View School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #18-140, Ocean View School District (2 Pages)
Exhibit A, Reporting Timeline (1 Page)
Exhibit B, Service Provisions (1 Page)
Exhibit C, Line Item Justification Budget (1 Page)

Agreement/Memorandum of Understanding #18-140 **Oxnard School District & Ocean View School District**

This Memorandum of Understanding (MOU) explains and confirms the agreement between Oxnard School District (OSD) and Ocean View School District (OVSD). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Ocean View School District by providing Parent & Child Together (PACT) and Family Strengthening services.

Memorandum of Understanding Purpose:

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between OSD and OVSD and to define responsibilities of the Agencies as they relate to providing high quality early learning and family strengthening services located within the boundaries of Ocean View School District.

Memorandum of Understanding Term:

This MOU will be in effect from **July 1, 2018 through June 30, 2019**, with optional renewal in the subsequent year(s), if parties mutually agree and funding and space is available. OVSD will notify OSD of the intent to renew this MOU for 2019-2020 no later than April 1, 2019.

Either party may cancel this MOU at any time by providing sixty (60) calendar days written notice of their intent to terminate this MOU.

Memorandum of Understanding Agreement and Description of Services:

The Ocean View School District agrees to:

1. Provide use of facilities, office equipment (desks, phones, copy machines, etc.) at various locations in the OVSD, including: office space at Ocean View Early Education Center – Squires Drive for Family Strengthening services, a classroom space at Mar Vista Elementary and if possible at other locations as space becomes available for PACT activities. Use of facilities is at no charge to OSD.
2. Permit OSD access to facilities prior to term of agreement in order to prepare work spaces.
3. Reimburse OSD for actual costs incurred in accordance with Exhibit C Line Item Justification – Budget for services rendered as described in Exhibit B Service Provisions. Reimbursement for contract term July 1, 2018 through June 30, 2019 shall not exceed \$79,424.00 based on the term of this agreement and in accordance with Exhibit C and the services in Exhibit B.
4. Enter and report intake and service count data to First 5 Ventura County in the software system designed by First 5.

Oxnard School District agrees to:

1. Implement PACT and Family Strengthening services in accordance with Exhibit B Service Provisions.

2. Invoice OVSD quarterly for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit B. Reimbursement for contract term July 1, 2018 through June 30, 2019 shall not exceed \$79,424.00 based on the term of this agreement and in accordance with Exhibit C and the services in Exhibit B.
3. Hire and supervise staff providing PACT and Family Strengthening Services. OSD employment policies and procedures comply with federal and state regulations, including; fingerprinting, TB clearance, child abuse or neglect reporting.
4. Participate in First 5 data collection, research and evaluation studies in accordance with the schedule outlined in Exhibit A Reporting Timeline.
5. Perform outreach in OVSD neighborhoods for enrollment and participation.
6. Defend, indemnify and hold harmless OVSD including all of its board members, employees, agents, and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability against OSD board, employees, or others arising directly or indirectly out of the obligations herein described or undertaken out of operations conducted in whole or in part by OSD.
7. No later than July 1, 2018, provide OVSD with a certificate of Insurance (General Liability, Workman's Comp, Abuse/Molestation) naming the Ocean View School District as "additional insured". "Additional Insured" evidenced by Endorsement number and a copy of the Endorsement on all Liability coverage.

Accompanying Documents:

Exhibit A Reporting Timeline

Exhibit B Service Provisions

Exhibit C Line Item Justification Budget

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date:

Dr. Craig Helmstedter, Superintendent
Ocean View School District

Date:

Oxnard School District
Ocean View PACT and Family Strengthening Services
July 1, 2018 to June 30, 2019

Reporting Timeline

- *Narrative Progress Reports are due Quarterly*
- *Participant & Service Counts/Data are due monthly*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines*
- *Core Intake forms are due monthly as new families enter programs*

Reporting Period	Invoice/Report Due	Due Date
July 1, 2018 – July 31, 2018	Month 1 Invoice	August 15, 2018
August 1, 2018 – August 31, 2018	Month 2 Invoice	September 15, 2018
September 1, 2018 – September 30, 2018	Month 3 Invoice, and <i>Quarter 1 Narrative</i>	October 15, 2018
October 1, 2018 – October 31, 2018	Month 4 Invoice	November 15, 2018
November 1, 2018 – November 30, 2018	Month 5 Invoice	December 15, 2018
December 1, 2018 – December 31, 2018	Month 6 Invoice, and <i>Quarter 2 Narrative</i>	January 15, 2019
January 1, 2019 – January 31, 2019	Month 7 Invoice	February 15, 2019
February 1, 2019 – February 28, 2019	Month 8 Invoice	March 15, 2019
March 1, 2019 – March 31, 2019	Month 9 Invoice, and <i>Quarter 3 Narrative</i>	April 15, 2019
April 1, 2019 – April 30, 2019	Month 10 Invoice	May 15, 2019
May 1, 2019 – May 31, 2019	Month 11 Invoice	June 15, 2019
June 1, 2019 – June 30, 2019	Month 12 Invoice, and <i>Quarter 4 Narrative Report</i>	July 7, 2019

Submit to:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Noemi Valdes
Director of Early Childhood Education Programs

Service Provisions

Parent and Child Together Classes:				
Name of Class	Number of parent and children per class	Frequency (classes/per week) and total number of classes	Number of contacts per participant	Location(s)
Parent & Child Together (PACT) (infant/toddler)	8-10 parent/child dyads per cohort, 5 cohorts	2 class per day, 2 days/week	20 contacts per participant	Locations to be identified during planning phase with Ocean View SD

Case Management/ Resource & Referral			
Name of Service	Number of parents served	Number of contacts per participant	Location(s)
Service Coordination/Case Management	45	8	OV Early Education Center – Squires Drive
Triple P Level 3 (Case Managed Families) – Implemented upon training and certification of staff	5	4	OV Early Education Center – Squires Drive
Parent Education Teaching Pyramid – Parent Engagement	30	TBD	Locations to be identified during planning phase with Ocean View SD

Line Item Justification - Budget

	TOTAL COMMISSION FUNDS	MATCHING FUNDS		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
I. PERSONNEL SERVICES				
Salaries (includes Benefits)				
Project Director (Funded by First 5/Oxnard NfL)	-			-
Family Liaison (1), 0.75FTE - 30 hours per week	47,000.00			47,000.00
Preschool Teacher for PACT (1), .375 FTE - 15 hours per week	21,000.00			21,000.00
Parent Education Workshop Facilitator (1), .25 FTE	-			-
Campus Assistants (2) - Childcare for PACT & Workshops (.313 FTE) - 12.5 hours per week	4,000.00			4,000.00
Subtotal Personnel	72,000.00	-	-	72,000.00
II. OPERATING EXPENSES				
Use Facilities, phones, copier, postage - see below			-	-
Office and Program Supplies - Includes initial purchase of PACT and Workshop materials and supplies	2,106.00			2,106.00
Mileage and Professional Development	750.00			750.00
Subtotal Operating	2,856.00	-	-	2,856.00
III. Minor Equipment (under \$5,000)				
Computer equipment for direct service staff	750.00			750.00
Subtotal Minor Equipment	750.00	-	-	750.00
IV. OTHER EXPENSES				
Subcontractor(s):				
			-	-
Subtotal Other	-	-	-	-
V. INDIRECT				
Indirect Costs - 5.0% approved school district rate.	3,818.00		-	3,818.00
TOTAL BUDGET	79,424.00	-	-	79,424.00

79,424.00

List and describe cash source(s)*:

Not required per RFQ guidelines.

List and describe in-kind support*:

Not required per RFQ guidelines

OVSD will provide facilities in at least one school site; including use of phones and other office equipment, postage, etc.(except computer equipment). Our efforts will include developing relationships with community partners located in the OVSD boundaries to access facilities adjacent to isolated neighborhoods.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/10/18

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

Ratification of Agreement #18-148 – Dial Security – Alarm Monitoring/Maintenance Services (Penanhoat/Fateh)

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.

At the Board Meeting of October 4, 2017, the Board of Trustees approved Amendment #1 to Agreement #16-134 for the 2017-18 fiscal year.

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.

FISCAL IMPACT:

\$107,859.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Agreement #18-148 with Dial Security in the amount of \$107,859.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-148, Dial Security (2 Pages)
 Renewal Notice (1 Page)

AGREEMENT

#18-148

This Agreement is entered into by and between the Oxnard School District (hereinafter called the "District"), and **Dial Security** (hereinafter referred to as "Contractor").

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

TERM

The term of this Agreement shall be from **October 6, 2018** through **October 5, 2019***. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement, and each additional one-year term.

***With an option to renew for three (3) additional one (1) year periods.**

II

WORK

Contractor shall perform and render all services as prescribed and required by the General Conditions, Special Bid Conditions, Information for Bidders, Specifications, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III

NON-FUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

IV

TERMINATION

This Agreement may be terminated by the District upon thirty (30) days written notice to the Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

V

COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the attached Quotation Sheet(s), incorporated herein by reference, and the attached Renewal Notice dated 9/13/18.

VI

METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified by purchase order. For prompt payment, invoices must be accurate in all details, **and invoice must be submitted in duplicate to Oxnard School District, Accounts Payable, 1051 South A Street, Oxnard, California 93030.**

VII

CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the General Conditions, Special Bid Conditions, Information for Bidders, Quotation Sheet, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VIII

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

DIAL SECURITY:

OXNARD SCHOOL DISTRICT:

Signature _____

Signature _____

Name: _____
(print or type)

Name: Lisa A. Franz

Title: _____

Title: Director, Purchasing

Date: _____

Date: _____

Approved by Board of Trustees on _____

Item No. _____

760 West Ventura Blvd.
Camarillo, CA 93010
Tel: (805) 389-6700
Fax: (805) 383-3401



September 13, 2018

Oxnard School District
1051 South A Street
Oxnard, CA 93030

To: Vince McGarry, Senior Manager, Maintenance & Operations

Re: OSD Contract Renewal

Dear Vince,

This letter is to give notice that Dial Security wishes to exercise the renewal option of the Alarm Monitoring Services. The most current record available for the Consumer Price Index figures for 12 months ending is August of 2018. The contract allows for an increase not to exceed the CPI for the year.

Based on the fees for the past year, as well as the additional services contracted since the last purchase order (P18-02135) was issued, the monies due for 2018-2019 beginning October 1st is \$105,024.00 plus the CPI factor. The CPI issued in August of 2018 for the Greater Los Angeles Area for the 12-month period is 2.7%. The dollar amount of that increase is \$2,835.00 making the total amount of the renewal on the contract \$107,859.00.

If you have any questions about the services Dial is providing to the District please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Melissa S. Dundas", with a large loop at the end.

Melissa S. Dundas
Electronic Security Manager

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

- Study Session:** _____
- Closed Session** _____
- A-1. Preliminary** _____
- A-II. Reports** _____
- B. Hearings** _____
- C. Consent Agenda** _____

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

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

Ratification of Agreement #18-98 – Casa Pacifica School (DeGenna/Sugden)

Requesting ratification for Non-Public School (NPS) 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.

Student: BB121106

FISCAL IMPACT:

- Tuition: \$179.52 per diem x 200 days = \$35,904.00
(Including 20 days of Extended School Year)
- Occupational Therapy: \$105.00 per hour x 8.25 hours per year = \$866.25
- Paraeducator 1:1: \$39.00 per hour x (1,500 minutes) 25 hours per week = \$975.00
\$975.00 x 43 weeks = \$41,925.00
- Individual Counseling: \$100.00 per hour x 1 hr/mo x 11 months = \$1,100.00
- Social Work: \$100.00 per hour x 1 hr/mo 11 months = \$1,100.00
- Transportation: \$50 Round trip daily rate, for 200 days = \$10,000.00
- Grand Total: \$90,895.25 – 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 #18-98 with Casa Pacifica School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-98, Casa Pacifica School (4 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #18-98

THIS AGREEMENT, made and entered into this 10th day of October 2018, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Student: BB121106

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. Services shall be provided for the **2018-2019** school year at a daily rate of \$179.52 for 200 days; this includes 20 days of extended school year through July 12, 2019, a \$50 daily rate for round trip transportation; Occupational Therapy at an hourly rate of \$105 for 8.25 hours per yr; Paraeducator 1:1 services at an hourly rate of \$39 for 25 hours for 43 weeks; individual counseling at an hourly rate of \$100.00 per hour, 1 hour per month for 11 months; and social work services at an hourly rate of \$100.00 per hour, 1 hour per month for 11 months; services not to exceed **\$90,895.25.**

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #18-98

Page 2

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$90,895.25.** for **Student: BB121106**

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



OXNARD SCHOOL DISTRICT

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

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

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

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



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

AGREEMENT #18-98
Page 4

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Sara Terwall, Director of Finance
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Ratification of Agreement #18-99 – Casa Pacifica School (DeGenna/Sugden)

Requesting ratification for Non-Public School (NPS) 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.

Student: GDB040408

FISCAL IMPACT:

Tuition: \$179.52 per diem x 200 days = \$35,904.00
(Including 20 days of Extended School Year)

Occupational Therapy: \$105.00 per hour x 1 hour x 11 months = \$1,155.00

Speech and Language: \$128.00 per hour x 4 hours x 11 months = \$5,632.00

Individual Counseling: \$100.00 per hour x 3hrs/mo x 11 months = \$3,300.00

Social Work: \$100.00 per hour x 1.5hrs/mo x 11 months = \$1,650.00

Transportation: \$50 Round trip daily rate, for 200 days = \$10,000.00

Grand Total: \$57,641.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-99 with Casa Pacifica School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-99, Casa Pacifica School (4 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #18-99

THIS AGREEMENT, made and entered into this 10th day of October 2018, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Student: GDB040408

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. Services shall be provided for the **2018-2019** school year at a daily rate of \$179.52 for 200 days; this includes 20 days of extended school year through July 12, 2019, a \$50 daily rate for round trip transportation; Occupational Therapy at an hourly rate of \$105 for 1 hour per month for 11 months; Speech and Language Services at an hourly rate of \$128 for 4 hours per month for 11 months; individual counseling at an hourly rate of \$100 per hour, 3 hours per month for 11 months; social work services at an hourly rate of \$100 per hour, 1.5 hours per month for 11 months; services not to exceed **\$57,641.00**

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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AGREEMENT #18-99

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$57,641.00.**
for **Student: GDB040408**

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



OXNARD SCHOOL DISTRICT

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

AGREEMENT #18-99

Page 3

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

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

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

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

AGREEMENT #18-99



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

Page 4

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Sara Terwall, Director of Finance
Casa Pacifica School, Nonpublic, Nonsectarian School



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #18-100

THIS AGREEMENT, made and entered into this 10th day of October 2018, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Student: IH081410

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2018-2019** school year at a daily rate of \$179.52 for 200 days; this includes 20 days of extended school year through July 12, 2019, a \$50 daily rate for round trip transportation; Speech and Language Services at an hourly rate of \$128 for 17.92 hours per year; individual counseling at an hourly rate of \$100 per hour for 21 hours; services not to exceed **\$50,297.76**.
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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AGREEMENT #18-100

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$50,297.76** for **Student: IH081410**

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



OXNARD SCHOOL DISTRICT

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

AGREEMENT #18-100

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

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

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

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



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

AGREEMENT #18-100
Page 4

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Sara Terwall, Director of Finance
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Ratification of Agreement #18-101 – Casa Pacifica School (DeGenna/Sugden)

Requesting ratification for Non-Public School (NPS) services for Student AS051306, 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.

Student: AS051306

FISCAL IMPACT:

Tuition: \$179.52 per diem x 200 days = \$35,904.00
(Including 20 days of Extended School Year)

Speech: \$128.00 per hour x 21.5 hours per year = \$2,752.00

Individual Counseling: \$100.00 per hour x 2 hours per month x 11 months = \$2,200.00

Counseling & Guidance: \$100.00 per hour x 3 hours per month x 11 months = \$3,300.00

Social Work: \$100.00 per hour x 1 hour per month x 11 months = \$1,100.00

Transportation: \$50 Round trip daily rate, for 200 days = \$10,000.00

Grand Total: \$55,256.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-101 with Casa Pacifica School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-101, Casa Pacifica School (4 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #18-101

THIS AGREEMENT, made and entered into this 10th day of October 2018, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Student: AS051306

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. Services shall be provided for the **2018-2019** school year at a daily rate of \$179.52 for 200 days; this includes 20 days of extended school year through July 12, 2019, a \$50 daily rate for round trip transportation; Speech and Language Services at an hourly rate of \$128 for 21.5 hours per year; Individual Counseling at an hourly rate of \$100 per hour, for 2 hours per month for 11 months; Counseling and Guidance at an hourly rate of \$100 per hour, 3 hours per month for 11 months; Social Work Services at an hourly rate of \$100 per hour, for 1 hour per month for 11 months; services not to exceed **\$55,256.00**

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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AGREEMENT #18-101

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$55,256.00.**
for **Student: AS051306**

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



OXNARD SCHOOL DISTRICT

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AGREEMENT #18-101

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

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

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

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

AGREEMENT #18-101



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

Page 4

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Sara Terwall, Director of Finance
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Ratification of Agreement #18-102 – Casa Pacifica School (DeGenna/Sugden)

Requesting ratification for Non-Public School (NPS) services for Student EM111207, 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.

Student: EM111207

FISCAL IMPACT:

Tuition:	\$179.52 per diem x 200 days = \$35,904.00 (Including 20 days of Extended School Year)
Occupational Therapy :	\$105.00 per hour x 10.75 hours per year = \$1,128.75
Speech and Language:	\$128.00 per hour x 21.5 hours per year = \$2,752.00
Paraeducator 1:1:	\$39.00 per hour x 26.75 hours per week x 43 weeks = \$44,859.75
Individual Counseling:	\$100.00 per hour x 1 hour per week x 43 weeks = \$4,300.00
Counseling & Guidance :	\$100.00 per hour x 32.25 hours per year = \$3,225.00
Social Work:	\$100.00 per hour x 10.75 hours per year = \$1,075.00
Transportation:	\$50 Round trip daily rate, for 200 days = \$10,000.00
Grand Total:	<u>\$103,244.50</u> – 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 #18-102 with Casa Pacifica School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-102, Casa Pacifica School (4 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #18-102

THIS AGREEMENT, made and entered into this 19th day of September 2018, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Student: EM111207

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. Services shall be provided for the **2018-2019** school year at a daily rate of \$179.52 for 200 days; this includes 20 days of extended school year through July 12, 2019, a \$50 daily rate for round trip transportation; Occupational Therapy at an hourly rate of \$105 for 10.75hrs/yr; Speech and Language services at an hourly rate of \$128 for 21.5hrs/yr; Paraeducator 1:1 services at an hourly rate of \$39 for 26.75hrs/wk for 43 weeks; Individual Counseling services at an hourly rate of \$100 for 1 hr/wk for 43 weeks; Counseling and Guidance at an hourly rate of \$100 for 32.25 hrs/yr; Social Work Services at an hourly rate of \$100 for 10.75hrs/yr; services not to exceed **\$103,244.50.**

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty



OXNARD SCHOOL DISTRICT

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

AGREEMENT #18-102

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(30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$49,784.75** for **Student: EM111207**

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



OXNARD SCHOOL DISTRICT

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

AGREEMENT #18-102

Page 3

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

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

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

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



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

AGREEMENT #18-102
Page 4

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Sara Terwall, Director of Finance
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Ratification of Agreement #18-128 - Assistance League, Non-Public School, NPS (DeGenna/Sugden)

Requesting ratification for Non Public School (NPS) services for the students listed below for the 2018-2019 school year, beginning August 20, 2018 and including Extended School year. The Non Public School provides a program of instruction, which is consistent with the pupils' individual educational plans as specified in the individual service agreements.

Grade: Pre-K (4)

JA120613
JA091114
JM070315
EB042815

FISCAL IMPACT:

Tuition Pre-K: \$1,000.00 monthly rate x 4 students x 11 months = \$44,000.00
(including Extended School Year; ESY)

Grand Total: **\$44,000.00** - Services to be paid with 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 #18-128 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-128, Assistance League School, NPS (3 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #18-128

THIS AGREEMENT, made and entered into this 10th day of October 2018 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: Pre-K (4)

JA120613

JA091114

JM070315

EB042815

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2018-2019** school year at a cost of \$1,000.00 per month, per student, beginning August 2018, including Extended School Year (ESY) through June 2019; amount not to exceed **\$44,000.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

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

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

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

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

8. The nonpublic school shall prepare and submit to the school district trimester progress reports, incident reports within 24 hours, year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$44,000.00** for students listed on page one of this Agreement #18-128.

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

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic,

nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

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

The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

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

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

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Victoria Elliott, Director
Assistance League School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

**Ratification of Agreement #18-131 – Inclusive Education & Community Partnership
(DeGenna/Sugden)**

Inclusive Education & Community Partnership will provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Services Department during the 2018-2019 academic school year.

FISCAL IMPACT:

Not to exceed \$60,000.00 - 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 ratify Agreement #18-131 with Inclusive Education & Community Partnership.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-131, Inclusive Education & Community Partnership (13 Pages)
Rate Sheet (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-131

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 10th day of October, 2018 by and between the Oxnard School District (“District”) and Inclusive Education & Community Partnership (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from September 1, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Sixty Thousand Dollars (\$60,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Inclusive Education & Community Partnership
2323 Roosevelt Blvd., #3
Oxnard, CA 93035
Attention: Rick Clemens
Phone: (805) 985.4808
Fax: (805) 985-7623
Email: rickclemens@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:

INCLUSIVE EDUCATION & COMMUNITY PARTNERSHIP:

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 #18-131

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-131

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 #18-131

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-131

COMPENSATION

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

Total compensation shall not exceed Sixty Thousand Dollars (\$60,000.00), 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 \$60,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #18-131

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-131

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 #18-131

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities 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 #18-131

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-131

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Inclusive Education and Community Partnership

2323 Roosevelt Blvd, Suite 3
Oxnard, California 93035

Tel: (805) 985-4808 x 109

Email: dennisc@iecp.us

Fax: (805) 985-7623

RATE SHEET 2018-2019 OXNARD ELEMENTARY SCHOOL DISTRICT

**CONSULTATION/ASSESSMENT OR TRAINING BY
RICK CLEMENS OR IECP BCBA STAFF \$150 PER HOUR**

**CONSULTATION/ASSESSMENT OR TRAINING BY
OTHER SUPERVISORY STAFF \$105 PER HOUR**

DIRECT SERVICE BII \$52.54 PER HOUR

OXNARD SCHOOL DISTRICT

Agreement #18-133

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 10th day of October, 2018 by and between the Oxnard School District (“District”) and Neuropsychology Partners (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 16, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Fifteen Thousand Dollars (\$15,000.00), 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: Neuropsychology Partners
2001 South Barrington Ave., Suite #214
Los Angeles, CA 90025
Attention: Marcia Haresh
Phone: (310) 478.8888
Fax: (310) 478-8890
Email: marcia@drsimun.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:

NEUROPSYCHOLOGY PARTNERS:

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 #18-133

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-133

SERVICES

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

***PER ATTACHED FEE SCHEDULE**

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

***PER ATTACHED FEE SCHEDULE**

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

STATUS REPORT FOR ACTIVITY:	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 #18-133

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-133

COMPENSATION

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

Total compensation shall not exceed Fifteen Thousand Dollars (\$15,000.00), per the attached Fee Schedule, unless additional compensation is approved in writing by the District.

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

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

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

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

- Not Project Related
 Project #18-133

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-133

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

Not Project Related

Project #18-133

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 #18-133

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-133

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



2018 FEE SCHEDULE – IEE

<p>PKG 1 Neuropsychological Assessment, Premium IEE Intake interview, up to 10 hours testing, one (1) on-site observation, records review (up to 2 hours), written report of findings (report sent to one agency). PLUS: one IEP/DPH meeting (up to 3 hours) or up to 5 hours of expert time.</p>	\$7600
<p>Pkg 2 Neuropsychological Assessment, Complete IEE Intake interview, up to 10 hours testing, one (1) on-site observation, records review (up to 2 hours), written report of findings (report sent to one agency). PLUS: one IEP/DPH meeting (up to 3 hours) or up to 3 hours of expert time.</p>	\$7100
<p>PKG 3 Neuropsychological Assessment, Preschool IEE Intake interview, up to 8 hours testing/observation, one (1) on-site observation, records review (up to 1 hour), written report of findings (report sent to one agency). One IEP/DPH meeting (up to 3 hours) or up to 3 hours of expert time.</p>	\$6400
<p>PKG 4 Psycho-educational Assessment, Complete IEE Intake interview, up to 6 hours testing, one (1) on-site observation, records review (up to 2 hours), written report of findings (report sent to one agency). One IEP/DPH meeting (up to 2 hours) or up to 2 hours expert time.</p>	\$6100
<p>PKG 5 Psycho-educational Assessment, Preschool IEE Intake interview, up to 5 hours testing/observation, one (1) on-site observation, records review (up to 1 hour), written report of findings (report sent to one agency). One IEP/DPH meeting (up to 2 hours) or up to 2 hours of expert time. Does not include parent meeting.</p>	\$5500
<p>Social Emotional Assessment Intake interview, up to 4 hours testing, rating scales, one (1) on-site observation, brief client and parent interviews, records review (up to 2 hours), written report, one IEP meeting (up to 2 hours).</p>	\$3700

<p>Consultation \$400 Neuro Psych-Medical: \$6400 Psych Ed. Assessment Basic: \$5700 Test Accommodations: \$3900* Neuro Psych-Brief: \$3600 Report Writing \$400 per hour *30% off when done by intern/post doc (SAT/LSAT Disability) brief report /Letter – 1-2 days of testing</p>	
Additional Services:	
LiveScan Background Checks (each)	\$75
Report Prep	\$400
Missed Appointment, per hour	\$300
Records review, per hour	\$300
Testing or observation, per hour	\$350
Historical Interview	\$300
Expert consultation IEP/DPH attendance, per hour	\$400
Additional clerical, per hour	\$145
Travel over 30 min, per hour	\$145
Travel expenses, per day, maximum (incl. food)	\$60
Lodging, per night, maximum	\$175
Bounced Check Charge	\$55
Clerical	\$145
Copies per page	.75

Medical /non forensic paid by insurance Medical neuro psych cannot be used for school based services. IEE not payable with insurance.

Additional fees may be charged for time if excessive driving distances are required for observations and IEP meeting attendance.

**COMMERCIAL LIABILITY COVERAGE PART
DECLARATIONS**

Policy Number: NPP8215213

Effective Date: 02/22/2017
12:01 AM, Standard Time

COMMERCIAL GENERAL LIABILITY - LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations) \$ 2,000,000
 Products - Completed Operations Aggregate Limit \$ Not Covered †
 Personal and Advertising Injury Limit \$ 1,000,000 Any One Person or Organization
 Each Occurrence Limit \$ 1,000,000
 Damage to Premises Rented to You \$ 100,000 Any One Premises
 Medical Expense Limit \$ 5,000 Any One Person
 Each Professional Incident Limit (if applicable) \$ Not Covered

† If the Limit is shown as Included, Products-Completed Operations are subject to the General Aggregate Limit.

PREMIUM

Classification	Code No.	Premium Basis	Rate		Advance Premium	
			Pr/Co	All Other	Pr/Co	All Other
Medical Offices (P1/B1)	66561	Area 900	Not Covered	204.847	Not Covered MP	1,750.00 MP
Blanket AI Primary (P1/B1)	AI	Each 1	Not Covered	1.000	Not Covered	500.00
Waiver (P1/B1)	Waive	Each 1	Not Covered	1.000	Not Covered	350.00
Hired/Non-Owned/\$1M/\$1M (P1/B1)	OC001	Flat Charge 1		250.000		250.00
Total Advance Premium						\$ 2,850.00

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this coverage part and made part of policy at time of issue:

See Schedule of Forms and Endorsements

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Western World Insurance Co.

Tudor Insurance Co.

Stratford Insurance Co.

GENERAL CHANGE ENDORSEMENT

Attaching to and forming a part of:

Policy #: NPP8215213

Effective Date of Policy: 02/22/2017

Endorsement #: 3

Effective Date of Endorsement: 01/23/2018

Insured: Simun Psychological Assessment Group, PC

DBA Neuropsychology Partners

Additional Premium \$ 50.00

Return Premium \$

The following change(s) is/are made in this policy:

The following classes or coverages have been:

Added: Additional Insureds - CG2010 (OC004), Location P1/B1, Basis Flat Charge, Exposure 1, Pr/Co Rate , Pr/Co Premium , All Other Rate 50.000, All Other Premium 50.00, AP/RP 50.00

The following forms have been added per the attached:
CG2010.

The additional premium is: \$50.00.
The total tax amount is: \$1.60.
The total fee amount is: \$0.00.
The total terrorism amount is: \$0.00.
The total addl amount is: \$51.60.

The following taxes were applied to this endorsement:
State Tax : \$1.50.
Stamping Fee : \$0.10.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Dated: 01/31/2018

Agent No. 00514

Emily A. Lowry

Authorized Agent

INSURED

WW453 (10/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Oxnard School District 1051 South A Street Oxnard CA, 93030	Location(s) as specified in written contract with the Additional Insured shown in the schedule of this endorsement

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

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

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

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

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 additional exclusions apply:

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Ratification of Agreement #18-144 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)

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.

FISCAL IMPACT:

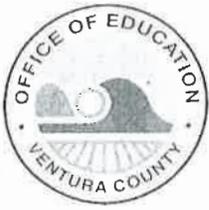
\$12,692.62 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-144 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$12,692.62.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-144, Ventura County Office of Education (1 Page)



ADDENDUM TO CONTRACT

Contractor: Oxnard School District

Contract Number: OX70B

Student: AA120506

Original Agreement amount was not calculated correctly.

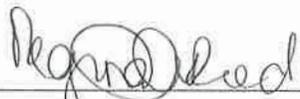
Authorized exception service(s) shall consist of Special Circumstance Paraeducator (SCP) 330 min daily.

The term of this contract shall begin 2/23/18 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

Original estimated cost: \$28,251.78

Amount added/owed: \$12,692.62

All other original terms and conditions of the contract remain the same.

Requested by: 
Program Manager

Dated: 7/31/18

Approved by: 
Executive Director, Internal Business Services

Dated: 7/31/18

Accepted by: _____

Dated: _____

Signature
Lisa A. Franz, Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Ratification of Agreement #18-145 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)

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.

FISCAL IMPACT:

\$2,801.23 - 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 #18-145 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$2,801.23.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-145, Ventura County Office of Education (1 Page)



ADDENDUM TO CONTRACT

Contractor: Oxnard School District

Contract Number: OX90A-17/18

Student: LG102505

Original Agreement amount was not calculated correctly.

Authorized exception service(s) shall consist of Special Circumstance Paraeducator (SCP) 390 min daily.

The terms of this contract shall begin 8/28/17 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

Original estimated cost: \$47,335.96
Amount added/owed: \$2,801.23

All other original terms and conditions of the contract remain the same.

Requested by: 
Program Manager

Dated: 8/2/18

Approved by: 
Executive Director, Internal Business Services

Dated: 8-2-18

Accepted by: _____

Dated: _____

Signature
Lisa A. Franz, Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Ratification of Agreement #18-146 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)

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.

FISCAL IMPACT:

\$3,609.84 - 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 #18-146 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$3,609.84.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-146, Ventura County Office of Education (2 Pages)



ADDENDUM TO CONTRACT

Contractor: Oxnard School District

Contract Number: OX64A-17/18

Student: MZ020305

Original Agreement amount was not calculated correctly.

Authorized exception service(s) shall consist of Special Circumstance Paraeducator (SCP) 390 min daily.

The terms of this contract shall begin 11/30/17 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

Original estimated cost: \$15,441.36
Amount added/owed: \$1,885.04

All other original terms and conditions of the contract remain the same.

Requested by:
Program Manager

Dated: 7/31/18

Approved by:
Executive Director, Internal Business Services

Dated: 7/31/18

Accepted by: _____
Signature
Lisa A. Franz, Director, Purchasing

Dated: _____



ADDENDUM TO CONTRACT

Contractor: Oxnard School District

Contract Number: OX63a-17/18

Student: AR080310

Original Agreement amount was not calculated correctly.

Authorized exception service(s) shall consist of Special Circumstance Paraeducator (SCP) 330 min daily.

The terms of this contract shall begin 5/24/18 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

Original estimated cost: \$34,280.40

Amount added/owed: \$1,724.80

All other original terms and conditions of the contract remain the same.

Requested by: *Regina Reed*
Program Manager

Dated: 7/31/18

Approved by: *Lisa Cline*
Executive Director, Internal Business Services

Dated: 7/31/18

Accepted by: _____
Signature
Lisa A. Franz, Director, Purchasing

Dated: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Ratification of Agreement #18-147 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)

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.

FISCAL IMPACT:

\$215.60 - 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 #18-147 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$215.60.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-147, Ventura County Office of Education (1 Page)



ADDENDUM TO CONTRACT

Contractor: Oxnard School District

Contract Number: OX92A-17/18

Student: AC070205

Original Agreement amount was not calculated correctly.

Authorized exception service(s) shall consist of Special Circumstance Paraeducator (SCP) 330 min daily.

The terms of this contract shall begin 2/1/18 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

Original estimated cost: \$19,168.80

Amount added/owed: \$215.60

All other original terms and conditions of the contract remain the same.

Requested by: *Regina Reed*
Program Manager

Dated: 7/31/18

Approved by: *Lisa Cline*
Executive Director, Internal Business Services

Dated: 7/31/18

Accepted by: _____
Signature
Lisa A. Franz, Director, Purchasing

Dated: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Ratification of Agreement #18-145 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)

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.

FISCAL IMPACT:

\$2,801.23 - 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 #18-145 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$2,801.23.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-145, Ventura County Office of Education (1 Page)



ADDENDUM TO CONTRACT

Contractor: Oxnard School District

Contract Number: OX90A-17/18

Student: LG102505

Original Agreement amount was not calculated correctly.

Authorized exception service(s) shall consist of Special Circumstance Paraeducator (SCP) 390 min daily.

The terms of this contract shall begin 8/28/17 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

Original estimated cost: \$47,335.96
Amount added/owed: \$2,801.23

All other original terms and conditions of the contract remain the same.

Requested by:
Program Manager

Dated: 8/2/18

Approved by:
Executive Director, Internal Business Services

Dated: 8-2-18

Accepted by: _____

Signature
Lisa A. Franz, Director, Purchasing

Dated: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Ratification of Agreement #18-146 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)

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.

FISCAL IMPACT:

\$3,609.84 - 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 #18-146 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$3,609.84.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-146, Ventura County Office of Education (2 Pages)



ADDENDUM TO CONTRACT

Contractor: Oxnard School District

Contract Number: OX64A-17/18

Student: MZ020305

Original Agreement amount was not calculated correctly.

Authorized exception service(s) shall consist of Special Circumstance Paraeducator (SCP) 390 min daily.

The terms of this contract shall begin 11/30/17 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

Original estimated cost: \$15,441.36
Amount added/owed: \$1,885.04

All other original terms and conditions of the contract remain the same.

Requested by:
Program Manager

Dated: 7/31/18

Approved by:
Executive Director, Internal Business Services

Dated: 7/31/18

Accepted by: _____
Signature
Lisa A. Franz, Director, Purchasing

Dated: _____



ADDENDUM TO CONTRACT

Contractor: Oxnard School District

Contract Number: OX63a-17/18

Student: AR080310

Original Agreement amount was not calculated correctly.

Authorized exception service(s) shall consist of Special Circumstance Paraeducator (SCP) 330 min daily.

The terms of this contract shall begin 5/24/18 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

Original estimated cost: \$34,280.40

Amount added/owed: \$1,724.80

All other original terms and conditions of the contract remain the same.

Requested by: *Regina Reed*
Program Manager

Dated: 7/31/18

Approved by: *Lisa Cline*
Executive Director, Internal Business Services

Dated: 7/31/18

Accepted by: _____
Signature
Lisa A. Franz, Director, Purchasing

Dated: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Ratification of Agreement #18-147 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)

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.

FISCAL IMPACT:

\$215.60 - 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 #18-147 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$215.60.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-147, Ventura County Office of Education (1 Page)



ADDENDUM TO CONTRACT

Contractor: Oxnard School District

Contract Number: OX92A-17/18

Student: AC070205

Original Agreement amount was not calculated correctly.

Authorized exception service(s) shall consist of Special Circumstance Paraeducator (SCP) 330 min daily.

The terms of this contract shall begin 2/1/18 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

Original estimated cost: \$19,168.80

Amount added/owed: \$215.60

All other original terms and conditions of the contract remain the same.

Requested by: *Regina Reed*
Program Manager

Dated: 7/31/18

Approved by: *Lisa Cline*
Executive Director, Internal Business Services

Dated: 7/31/18

Accepted by: _____
Signature
Lisa A. Franz, Director, Purchasing

Dated: _____



Memorandum of Understanding

OPERATION SCHOOL BELL® AGREEMENT

This agreement is entered into by Assistance League of Ventura County, hereafter referred to as Assistance League, located at 913 East Santa Clara Street, Ventura, CA 93001 and the Oxnard School District, located at 1051 South A Street, Oxnard, CA 93030.

Purpose: Operation School Bell is a philanthropic program of Assistance League, designed to provide new school clothing and supplies to socioeconomically disadvantaged elementary school-aged children.

Term: The term of this MOU shall commence July 1, 2018 and shall terminate June 30, 2021.

Compensation: The Oxnard School District will not be charged for the services provided by Operation School Bell.

Description of Services:

OBLIGATIONS OF ASSISTANCE LEAGUE

- A. Assistance League shall furnish two tops, one sweatshirt, underwear, socks, one gift card for shoes, one gift card for pants, shorts or skirts and a toiletry kit. Service will be provided to students in need in Oxnard School District until designated program funds are exhausted.
- B. Assistance League shall assume all financial obligations relative to the provision or purchase of the items in paragraph A.
- C. Financial contributions to this program by Assistance League of Ventura County shall be made only as stipulated in the terms of this agreement.
- D. Assistance League shall maintain adequate liability insurance coverage for this program.
- E. Assistance League shall evaluate the program every two years and ask for input from the schools/District.
- F. Operation School Bell shall provide benefits for eligible students in accordance with a schedule established between Operation School Bell and Oxnard School District.

OBLIGATIONS OF OXNARD SCHOOL DISTRICT

- A. Oxnard School District shall provide its own liability insurance.
- B. The District shall appoint a contact person to interface with Assistance League.
- C. School personnel shall screen and schedule prospective recipients.
- D. The District/school shall make arrangements to transport students to the Operation School Bell site for outfitting.

PUBLIC RELATIONS

- A. Assistance League shall have prominent identification with Operation School Bell.
- B. Assistance League of Ventura County shall have complete control of all publicity releases, brochures and other written material connected with this program.
- C. Photos and names of recipients shall not be used without written permission of those directly involved.

RENEWAL AND TERMINATION

This agreement shall be renewed every three years. It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this program by giving sixty (60) days' written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

SIGNATURES AND DATES

Assistance League of Ventura County

Date: _____

Leslie Mackey, President

Date: _____

Shari Smith, (Recording) Secretary

Date: _____

Marcia Semple, Operation School Bell Chairman

Oxnard School District

Date: _____

Lisa A. Franz, Director, Purchasing
Oxnard School District

* * *



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2018

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 Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Amber Morales PHONE (A/C, No. Ext): (805)585-6129 E-MAIL ADDRESS: amorales@tolmanandwiker.com		FAX (A/C, No): (805)585-6229
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Assistance League of Ventura County 913 E. Santa Clara Street Ventura CA 93001-0009	INSURER A: Great American Ins Co		16691
	INSURER B: Great American Alliance Ins Co		26832
	INSURER C: Security National Ins Co		19879
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 18/19 GL/AU/UMB/WC/ABUSE

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EMPLOYEE DISHONESTY: \$1,000/\$2,500 DED GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC 0333004 07	8/2/2018	8/2/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PAC 0333004 07	8/2/2018	8/2/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 0333005 08	8/2/2018	8/2/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SWC1200696	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	ABUSE OR MOLESTATION			PAC 0333004 07	8/2/2018	8/2/2019	EACH ABUSE LIMIT: \$ 1,000,000 EACH AGGREGATE LIMIT: \$ 2,000,000

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

GL: Certificate Holder, all of its Board members, employees, agents and volunteers are Additional Insureds as respects to Operations of the Named Insured per form CG89701114, to be issued by Carrier. Abuse or Molestation Coverage Form Declarations Page per form CG82821209, to be issued by Carrier. Abuse or Molestation Coverage Form per form CG85650112, to be issued by Carrier. Endorsements apply only as required by current written contract on file.

CERTIFICATE HOLDER

cortez@oxnardsd.org

Oxnard School District
 Attn: Acting Superintendent
 1051 South "A" Street
 Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

B McLoughlin/AMBERM

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Ratification of Agreement/MOU #18-135, County of Ventura/Ventura County Behavioral Health (DeGenna/Ridge)

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.

Term of Agreement: July 1, 2018 through June 30, 2019

FISCAL IMPACT:

Oxnard School District will not be charged for the services provided by VCBH.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #18-135 with County of Ventura/Ventura County Behavioral Health.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #18-135, County of Ventura/Ventura County Behavioral Health (5 Pages)
Certificate of Insurance (1 Page)

**AGREEMENT/MEMORANDUM OF UNDERSTANDING #18-135
BETWEEN THE COUNTY OF VENTURA AND
THE OXNARD SCHOOL DISTRICT
FOR EDUCATION SUPPORT SERVICES**

This Memorandum of Understanding (“MOU”) is made and entered into between the Oxnard School District (hereinafter referred to as “District”) and the County of Ventura, through its Behavioral Health Department (hereinafter referred to as “VCBH”), collectively referred to as the “parties”.

Whereas, District desires to engage VCBH to provide services as described in Exhibit A – Description of Services, which is attached hereto and incorporated herein by this reference (“Services”); and

Whereas, VCBH has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this MOU.

NOW THEREFORE, it is agreed as follows:

1. **ARRAY OF SERVICES.** VCBH agrees to provide the Services at **Oxnard School District**.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this MOU is that of independent contractor. In performing the Services, VCBH shall at all times act and perform as an independent contractor of District, and not as a partner, joint venture, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. VCBH is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between VCBH and District, VCBH shall have complete control over the manner and method of performing the Services. VCBH understands and agrees to independent contractor status. VCBH understands and agrees that acceptance of this MOU creates a rebuttable presumption that the officers, agents, employees, or subcontractors of VCBH are not entitled to coverage under the California workers’ compensation insurance laws, unemployment insurance, health insurance, pension plans, or any other benefits normally offered or conveyed to District employees. VCBH will be responsible for payment of all VCBH employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this MOU.
3. **NON-EXCLUSIVITY.**
 - a. During the term of this MOU VCBH may, independent of its relationship with the District, without breaching this MOU or any duty owed to the District render services for any other entity.
 - b. During the term of this MOU the District may, independent of its relationship with VCBH, without breaching this MOU or any duty owed to the VCBH, contract with other individuals and entities to render the same or similar services to the District.
4. **SERVICES.** VCBH shall provide District with the Services described on the “Description of Services” attached hereto and incorporated herein by this reference. The parties shall mutually agree to a schedule for providing the Services. VCBH shall use its best efforts to complete all phases of the Services according to such timetable.
5. **TIME OF PERFORMANCE.** The term of this MOU shall commence on July 1, 2018 and terminate on June 30, 2019.

6. **PAYMENT AND EXPENSES.** There is no financial obligation on the part of the District to participate in this educational outreach program.
7. **ASSIGNMENT AND SUBCONTRACTORS.** VCBH shall not assign, sublet, or transfer this MOU or any rights or interest hereunder without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent VCBH from employing independent associates, subcontractors, and sub-consultants as VCBH may deem appropriate to assist in the performance of Services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this MOU shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this MOU shall be grounds for the District, in its sole discretion, to terminate the MOU.
8. **TERMINATION OR AMENDMENT.** This MOU may be terminated or amended in writing at any time by mutual written consent of the parties, and may be terminated by either party for any reason by giving the other party 30 days advance written notice. The parties to this MOU shall be excused from performance hereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
9. **NOTICE.** Any notices required or permitted to be given under this MOU shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the VCBH as follows:

Oxnard School District
District

Ventura County Behavioral Health
VCBH

Attn: Chris Ridge, Director, Pupil Services

Attn: Sevet Johnson

1051 South A Street
Street

1911 Williams Drive, Suite 200
Street

Oxnard, California 93030
City, State, Zip Code

Oxnard, California 93036
City, State, Zip Code

10. **WARRANTY.** VCBH hereby warrants to District that the Services shall be performed in a professional and workmanlike manner consistent with the highest industry standards.

11. **ADDITIONAL WORK.** If changes in the Services are recommended by VCBH or the District, and informal consultations with the other party indicate that a change is warranted, the changes shall be implemented in the following manner:
- a. A letter outlining the changes shall be forwarded to the District by VCBH with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this MOU shall be prepared by the District and executed by the parties before any performance of Services or the District shall not be required to pay for the increased cost incurred for the changes in the Services.

Any such amendment to the MOU shall not render ineffective or invalidate unaffected portions of this MOU.

12. **COMPLIANCE WITH LAWS.** VCBH hereby agrees that its officers, agents, employees, and subcontractors shall obey all local, state, and federal laws and regulations in the performance of this MOU, including, but not limited to minimum wage laws and/or prohibitions against discrimination.

VCBH and its officers, agents, employees and/or subcontractors shall secure and maintain in force for the full term of this MOU, at VCBH's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, and materials or supplies necessary for completion of the Services.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

VCBH represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

14. **PRIVACY.** VCBH and District acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, student records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g, and health and other records under provisions of state law relating to privacy. VCBH and the District shall ensure that all activities undertaken under this MOU conform to the requirements of these laws.

15. **INDEMNIFICATION.** VCBH agrees to defend, indemnify, and hold harmless District, its officers, directors, agents, and/or employees, from any and all third-party claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of VCBH or its officers, agents, employees, or volunteers whether or not such act or omission is authorized by this MOU. The provisions of this Section 15 do not apply to any damage or losses caused solely by the negligence of the District or its officers, agents, employees, volunteers and/or students.

District agrees to defend, indemnify, and hold harmless VCBH, its officers, agents, employees, or volunteers from any and all third-party claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of District or its officers, agents, employees, or volunteers whether or not such omission is authorized by this MOU. District assumes no responsibility whatsoever for any property placed on District premises by VCBH its agents, employees or intern(s). The provisions of this Section 15 do not apply to any damage or losses caused solely by the negligence of VCBH or its officers, agents, employees, or volunteers.

16. **INSURANCE.** VCBH and the District each recognize and accept that the other party is a public agency and is self-insured. Each party will maintain coverages commensurate with its activities under this MOU.

Either party may, at that party's discretion, purchase commercial insurance to cover its exposure hereunder.

VCBH will provide the District with a certificate of insurance, or a substantially equivalent document, showing evidence of its workers' compensation insurance coverage and general liability insurance coverage.

The District will provide VCBH with a certificate of insurance, or a substantially equivalent document, showing evidence of the District's workers' compensation insurance coverage and general liability insurance coverage.

17. **SAFETY AND SECURITY.** VCBH shall be responsible for ascertaining from the District all rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

VCBH and all subcontractors are required to comply with Education Code section 45125.1, fingerprint certification requirements. VCBH must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any Services for the District under this MOU.

18. **GOVERNING LAW AND VENUE.** VCBH hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This MOU and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law. VCBH hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. VCBH further agrees to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

19. **DISPUTE RESOLUTION.** VCBH and District agree that the following process will be used to address disputes arising under this MOU only after collaborative efforts have been attempted beginning at the lowest possible level.

By September 22nd of 2018, and for any extension of this MOU beyond 2019, VCBH and District will name a mutually agreed upon administrator of a Ventura County department or agency to mediate disputes using a process of facilitated communication through non-binding VCBH and District mediation. The parties will use the following process:

- A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the party initiating the dispute to the non-initiating party.
- If the issue is not resolved within 5 business days, the party initiating the dispute shall request that the mediator be contacted to schedule a meeting between the parties.
- No later than 60 calendar days from the date the mediator is contacted, a resolution plan between the two parties will be developed.
- The responsible VCBH and District personnel shall assure the agreements included in the resolution plan are implemented.

- The costs for this process shall be shared equally between VCBH and District.

20. **NATURE OF AGREEMENT.** This MOU constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter hereof. There are no collateral understandings or representations or agreements other than those contained herein. This MOU represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This MOU may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
21. **BINDING EFFECT.** This MOU shall inure to the benefit and shall be binding upon all of the parties to this MOU, and their respective successors in interest or assigns.
22. **WAIVER.** No claim or right arising out of a breach of this MOU can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
23. **THIRD PARTY RIGHTS.** Nothing in this MOU shall be construed to give any rights or benefits to anyone other than District and VCBH.
24. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.
25. **PARAGRAPH HEADINGS.** The headings of the paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this MOU or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** VCBH represents and warrants that VCBH has all requisite power and authority to conduct its business and to execute, deliver, and perform this MOU. Each party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

OXNARD SCHOOL DISTRICT:

COUNTY OF VENTURA/VCBH:

Signature

Signature

Lisa A. Franz
Name

Sevet Johnson
Name

Director, Purchasing
Title

VCBH Director
Title

Date

Date

CERTIFICATE OF LIABILITY COVERAGE

DATE
(MM/DD/YYYY)
07/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

INSURED The County of Ventura Attn: Risk Management 800 S. Victoria Avenue, #1970 Ventura, CA 93009 (805) 654-3197	ENTITIES AFFORDING COVERAGE A: The County of Ventura B: C: D: E:
PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680	

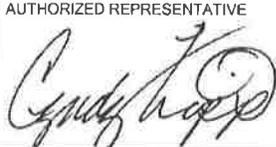
COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Self-Insured	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

CERTIFICATE HOLDER Ventura County Schools Self-Funding Authority 5189A Verdugo Way Camarillo, CA 93012-8653	CANCELLATION SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 10/10/18

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

Ratification of Agreement #18-139 – Continuing Development Inc. – Harrington NfL Preschool (DeGenna/Thomas)

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.

Term of the agreement: July 1, 2018 through June 30, 2019

FISCAL IMPACT:

\$122,342.40 to be paid out of First 5/Oxnard Neighborhood for Learning funds.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #18-139 with Continuing Development Inc.

ADDITIONAL MATERIAL:

- Attached:** Agreement #18-139, Continuing Development Inc. (13 Pages)
Exhibit A Reporting and Expenditure Timelines (1 Page)
Exhibit B Service Provisions (2 Pages)
Exhibit C Line Item Budget (1 Page)
Exhibit D Payment Method (1 Page)
Exhibit E Technology Services and Support (2 Pages)
Exhibit F Oxnard NfL Preschool Attendance Policy (1 Page)

**OXNARD SCHOOL DISTRICT
AGREEMENT #18-139**

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT**, hereinafter called "**DISTRICT**", and **CONTINUING DEVELOPMENT, INC.**, 1500 Camino Del Sol, Oxnard, California 93030, hereinafter referred to as "**SUBCONTRACTOR**".

WHEREAS, the **DISTRICT** is organized and existing, and authorized to enter into contracts for certain matters, pursuant to the provisions of the California Education Code; and

WHEREAS, the **DISTRICT** has entered, or will enter, into Agreement ("First 5 Agreement") with the Ventura County Children and Families First Commission (also known as "First 5 Ventura County"), hereafter "**COMMISSION**", which is organized and existing pursuant to the provisions of California Health and Safety Code, section 130100 et seq., and is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code; and

WHEREAS, pursuant to the First 5 Agreement, **COMMISSION** selected **DISTRICT** to receive a portion of **COMMISSION**'s allocation from revenues collected from the Proposition 10 excise taxes; and

WHEREAS, **DISTRICT** and **SUBCONTRACTOR** are qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

WHEREAS, **DISTRICT** selected **SUBCONTRACTOR**, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **HARRINGTON nFL PRESCHOOL**, hereinafter referred to as "**Program**" for fiscal year FY 2018-2019.

WHEREAS, "funding period" refers to a specific period of time for which there are corresponding service provisions and a budget. "Term" or "contract term" refers to the entire term of the whole Agreement and may encompass multiple funding periods.

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions of this Agreement, as follows:

SECTION 1 - GENERAL PROVISIONS

- 1.1 ADMINISTRATION.** **DISTRICT** Director of Early Childhood Education Programs, hereinafter referred to as **District Representative**, shall represent **DISTRICT** in all matters pertaining to this Agreement and shall administer this Agreement on behalf of **DISTRICT**. **District Representative** shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. **SUBCONTRACTOR**'s Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of **SUBCONTRACTOR**. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.28.
- 1.2 TERM.** The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time **SUBCONTRACTOR** shall perform the services required under this Agreement.
- 1.3 COMPENSATION.** **DISTRICT** agrees to pay **SUBCONTRACTOR** a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.

- 1.4 NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to DISTRICT attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to SUBCONTRACTOR at 1500 Camino Del Sol, Oxnard, California 93030, Attention: Susan Dumars.

SECTION 2 - STANDARD PROVISIONS

- 2.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, it is understood and agreed that SUBCONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. SUBCONTRACTOR will not be entitled to any benefits payable to employees of DISTRICT, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. DISTRICT is not required to make any tax or benefit deductions from the compensation payable to SUBCONTRACTOR under the provisions of this Agreement. As independent contractors, SUBCONTRACTOR and DISTRICT hereby hold each other harmless from any and all claims that may be made against SUBCONTRACTOR or DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by SUBCONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by SUBCONTRACTOR. DISTRICT will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

- 2.2 SUBCONTRACTOR'S EMPLOYEES AND EQUIPMENT.** SUBCONTRACTOR agrees that SUBCONTRACTOR has secured or shall secure at SUBCONTRACTOR's own expense all persons, employees and equipment required to perform the services required under this Agreement, and that all such services shall be performed by SUBCONTRACTOR or under SUBCONTRACTOR's supervision by persons authorized by law to perform such services.

- 2.3 PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (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.

SUBCONTRACTOR shall not knowingly employ in any capacity the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. SUBCONTRACTOR shall immediately notify DISTRICT of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to SUBCONTRACTOR's. SUBCONTRACTOR has a duty to investigate the background of any employees, staff or volunteers coming into contact with children and to disclose any findings of violent crimes, crimes of a sexual nature and crimes involving the use of drugs or alcohol to the DISTRICT. Failure to investigate and/or failure to report findings, constitutes a default under this Agreement which could result in termination of this Agreement and/or withdrawal of funding.

- 2.4 RESPONSIBILITY FOR EQUIPMENT.** DISTRICT shall not be responsible nor be held liable for any damage to person or property consequent upon the use or misuse of any equipment used by SUBCONTRACTOR or any of SUBCONTRACTOR's employees. If equipment is furnished, rented, or loaned to SUBCONTRACTOR by DISTRICT, the acceptance or use of any such equipment by SUBCONTRACTOR or SUBCONTRACTOR's employees shall be construed to mean that SUBCONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless

DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment. The DISTRICT is not responsible for any equipment or property that is lost, stolen, damaged, or left behind by SUBCONTRACTOR.

2.5 INDEMNIFICATION AND HOLD HARMLESS. All activities and work covered by this Agreement shall be at the risk of SUBCONTRACTOR alone. SUBCONTRACTOR agrees to defend, indemnify and hold harmless (i) the COMMISSION, all of its Commissioners, committee members, employees, agents and volunteers and (ii) the DISTRICT, including each of the DISTRICT's Board of Trustees, committee members, officers, employees, attorneys, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the sole negligence, wrongdoing, or the willful misconduct of DISTRICT or the COMMISSION, as applicable. It is specifically agreed that the obligation to indemnify DISTRICT includes any claim by the COMMISSION of a violation of any provision of the First 5 Agreement in connection with, or related to, this Agreement or the services contemplated herein.

DISTRICT agrees to defend, indemnify and hold harmless SUBCONTRACTOR including all of its employees, agents, representatives, and attorneys against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly out of DISTRICT's active negligence, wrongdoing or the willful misconduct of DISTRICT.

2.6 CONTAMINATION AND POLLUTION. SUBCONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to SUBCONTRACTOR activities related to the Program. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities as described herein of the SUBCONTRACTOR will be borne entirely by the SUBCONTRACTOR.

2.7 INSURANCE.

2.7.1 SUBCONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 general aggregate limits Project, or Location, including personal injury and advertising injury liability, in the amount of \$1,000,000 per occurrence, products/completed operations aggregate in the amount of \$1,000,000 fire legal liability, and \$100,000 limit for damage to premises rented to you, if applicable.

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

2.7.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

2.7.1.4 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of SUBCONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.

- 2.7.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
- 2.7.1.6 Abuse/Molestation coverage in the minimum amount of \$1,000,000 per occurrence with minimum \$3,000,000 per occurrence for General Aggregate.
- 2.7.1.7 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A-VIII, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If SUBCONTRACTOR is self-insured, SUBCONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** with respects to work done by SUBCONTRACTOR under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

Additional Insured as evidenced by **Endorsement number and copy of the endorsement** on all Liability coverage; the Oxnard School District cannot solely be the Certificate Holder without being "Additional Insured".

- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
 - 2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:
 - Oxnard School District
 - Attn: Lisa Franz, Director of Purchasing
 - 1051 South A Street, Oxnard, CA 93030The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*
 - 2.7.5.2 Additional insured endorsements; and
 - 2.7.5.3 Sixty (60) day Notice Cancellation Clause endorsements.

2.8 ASSIGNABILITY. Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

2.9 INTEREST OF SUBCONTRACTOR. SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest.

SUBCONTRACTOR further covenants that in the performance of this Agreement no person known to SUBCONTRACTOR to have any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall not hire DISTRICT employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of DISTRICT.

2.10 HIRING DIRECTORS PROHIBITED. SUBCONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the DISTRICT.

2.11 SUBCONTRACTS. Functions undertaken by SUBCONTRACTOR may not be carried out under subcontracts. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract.

2.12 NONDISCRIMINATION. SUBCONTRACTOR shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. SUBCONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.

2.13 POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

2.14 RELIGIOUS ACTIVITIES PROHIBITED. There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.

2.15 LICENSES AND STANDARDS. SUBCONTRACTOR shall conform to all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. SUBCONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.

In the performance of this Agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA). SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.

2.17 COOPERATION WITH COMMISSION. SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.

2.18 CONFIDENTIALITY. DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.

2.19 MAINTENANCE OF RECORDS. SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

2.20 CUSTODY OF RECORDS. At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS. Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem reasonably necessary, SUBCONTRACTOR shall make available to DISTRICT, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

2.22 AUDIT REQUIREMENTS

2.22.1 The Single Audit Act requires sub-recipients (SUBCONTRACTOR) receiving \$500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:

2.22.1.1 Indicate that the audit was performed in accordance with generally accepted government audit standards.

2.22.1.2 Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from DISTRICT.

2.22.2 SUBCONTRACTOR shall submit to DISTRICT copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.23 within thirty (30) days of receipt by SUBCONTRACTOR.

2.23 PROGRESS REPORTS. SUBCONTRACTOR shall submit to DISTRICT progress reports in a format approved by DISTRICT in accordance with the schedule outlined in Exhibit A. The report shall detail all work performed for the reporting period outlined in Exhibit A under this Agreement by SUBCONTRACTOR.

2.24 EVALUATION STUDIES. As requested by DISTRICT, COMMISSION, and State Commission (CCFC), SUBCONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of SUBCONTRACTOR services or to provide information about SUBCONTRACTOR's Program.

2.24.1 SUBCONTRACTOR shall collect process and demographic data on participants, where appropriate.

2.24.2 SUBCONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION / DISTRICT.

2.24.3 SUBCONTRACTOR shall provide DISTRICT demographic data, and service and outcome data in order for the DISTRICT to enter data in the evaluation software system designated by the COMMISSION/DISTRICT.

2.24.4 SUBCONTRACTOR shall submit complete data in accordance with the schedule outlined in Exhibit A.

2.25 WITHHOLDING. If SUBCONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.23 and in section 2.24 herein, the DISTRICT, at its sole discretion, may withhold payments until the deficiency is corrected.

2.26 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. DISTRICT shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by SUBCONTRACTOR under this Agreement, including materials covered by copyright, and DISTRICT and SUBCONTRACTOR reserves the right to authorize others to use or reproduce such materials.

DISTRICT shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the DISTRICT as the funding agent of the publication when applicable.

In addition, SUBCONTRACTOR must receive written permission from the DISTRICT prior to publication of any materials developed under this Agreement, and file with the DISTRICT a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

If publication is approved by DISTRICT, SUBCONTRACTOR agrees to compensate the COMMISSION in the form of royalty-fees, if required by the COMMISSION, and to enter into an agreement with the COMMISSION for that purpose. In addition, SUBCONTRACTOR hereby grants the COMMISSION a non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

2.27 ATTRIBUTION. SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is

identified in the DISTRICT's NfL Strategic Plan then they are required to use to the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

For DISTRICT'S Oxnard Neighborhood for Learning Program, "First 5" shall precede the name of the Oxnard Neighborhood for Learning. SUBCONTRACTOR shall refer to the program as the "First 5 Oxnard Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.27 herein.

2.28 CHANGES AND AMENDMENTS. DISTRICT and SUBCONTRACTOR may from time to time modify this Agreement. Such changes shall be effective when incorporated in written amendments to this Agreement and approved and executed by DISTRICT and SUBCONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

2.29 TERMINATION FOR CAUSE.

2.29.1 Upon breach of this Agreement by either party hereto, the other party shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.29.1.1 Failure for any reason of a party to fulfill, in a timely and proper manner, its obligations under this Agreement, including payment of funds or compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.29.1.2 Submission by SUBCONTRACTOR to DISTRICT of reports that are incorrect or incomplete in any material respect; or

2.29.1.3 SUBCONTRACTOR's ineffective or improper use of funds provided by DISTRICT under this Agreement.

2.29.2 Upon a breach by SUBCONTRACTOR, DISTRICT, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions provided that the action taken is proportionate to the damage sustained by DISTRICT by reason of SUBCONTRACTOR's breach:

2.29.2.1 Afford SUBCONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the District Representative or at direction of CCFC.

2.29.2.2 Discontinue payment to SUBCONTRACTOR for the inclusive period in which SUBCONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.29.2.3 Withhold funds pending curing of the breach.

2.29.2.4 Offset against any monies billed by SUBCONTRACTOR but yet unpaid by DISTRICT those monies disallowed pursuant to 2.28.1 above.

2.30 TERMINATION FOR CONVENIENCE. Either DISTRICT or SUBCONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

2.31 TERMINATION DUE TO CESSATION OF STATE FUNDING. DISTRICT shall have the right to terminate this Agreement upon ten (10) days written notice in the event that the receipt by DISTRICT of funds from the State for this Program is reduced, suspended or terminated for any reason. SUBCONTRACTOR hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to DISTRICT for the Program under which this Agreement is made, or of the portion thereby delegated by this Agreement; provided said termination, suspension or reduction is not the result of DISTRICT's conduct.

2.32 CLOSE-OUT UPON TERMINATION. Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.

2.32.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to SUBCONTRACTOR by DISTRICT.

2.32.2 Any monies owed to DISTRICT by SUBCONTRACTOR may be offset against any compensation due to SUBCONTRACTOR for final payment from DISTRICT, as covered under this Agreement.

2.32.3 SUBCONTRACTOR shall return to DISTRICT any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. DISTRICT retains the right to waive this requirement.

2.33 PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, SUBCONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by District Representative.

In the event SUBCONTRACTOR anticipates a disruption in services related to this Agreement, DISTRICT is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

2.34 FAIR HEARING. SUBCONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

2.35 MONITORING AND EVALUATION. DISTRICT shall monitor and evaluate SUBCONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

2.36 CHILD ABUSE REPORTING. SUBCONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

2.37 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES. SUBCONTRACTOR shall actively participate with all other First Five funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other DISTRICT funded programs.

2.38 SECURITY DEPOSITS. If SUBCONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relation to the performance of this Agreement, SUBCONTRACTOR shall return to the DISTRICT any balance thereof within 45 days of the termination of the lease. However, if SUBCONTRACTOR's contract term ends prior to the termination of the lease, then any balance of the security deposit shall be returned to the DISTRICT within 45 days of the close of the SUBCONTRACTOR's contract term.

SECTION 3 - SERVICE PROVISIONS

- 3.1 PROGRAM DESCRIPTION.** Exhibit B attached hereto is incorporated herein by this reference.

SECTION 4 - FISCAL PROVISIONS

- 4.1 PAYMENT METHOD.** SUBCONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by DISTRICT in greater than 30 days, but less than 60 days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

- 4.2 SUPPLANTING OF PROP 10 FUNDS.** Prop 10 moneys received from SUBCONTRACTOR under the First 5 Agreement will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.

- 4.3 INVOICES.** By the fifteenth (15th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, SUBCONTRACTOR shall submit to DISTRICT a complete and signed invoice; exception invoice for June due by July 7th. Invoice shall be prepared in a format approved by the DISTRICT. Such an invoice shall include an itemized listing, as detailed in line item budget, Exhibit C for each corresponding funding period, of actual services rendered. SUBCONTRACTOR will provide documents to support expenses invoiced in each period, such as, enrollment summaries, attendance registers, timecards, utility bills, instructional materials, etc. The invoice shall be submitted to: Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Noemi Valdes, Director of Early Childhood Education Programs.

DISTRICT shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. DISTRICT shall not pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services which DISTRICT's monitoring staff shows have not been provided as required by this Agreement.

- 4.3.1 Final year-end invoices received more than 7 days after the close of funding period shall have a five (5) percent penalty imposed on the final invoiced amount. SUBCONTRACTOR may submit a written appeal of the penalty to the DISTRICT if there are extenuating circumstances that prohibited the timely submission of the invoice, but the DISTRICT retains the exclusive right to decide whether it will waive the penalty or not.

- 4.4 SUPPLEMENTAL INVOICES.** No supplemental invoice shall be accepted by DISTRICT without prior notification to DISTRICT of the need and justification for such an invoice and authorization by DISTRICT to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

- 4.5 BUDGET JUSTIFICATION.**

4.5.1 Line Item. SUBCONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by SUBCONTRACTOR to deliver the basic categorical resources stated herein.

4.5.2 Budget Changes. SUBCONTRACTOR may transfer funds between the line items set forth in Exhibit C for each corresponding funding period if such transfers represent less than a 10% (percent) increase to that item. Changes greater than 10% (percent) must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.

4.6 WORKING CAPITAL. SUBCONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.

4.7 BUDGET DEVIATIONS. Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior DISTRICT approval before payment to SUBCONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, SUBCONTRACTOR shall bear the responsibility for the excess cost.

4.8 MINIMUM STANDARDS. SUBCONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for Program employees:

4.8.1 All of the Program employees shall receive basic statutory coverage of Workers' Compensation, and Unemployment Insurance Benefits; and

4.8.2 All wages and benefits paid to Program employees which are no less than the minimum required by applicable state and federal law.

4.9 AUDIT EXCEPTIONS. SUBCONTRACTOR agrees to indemnify DISTRICT for State audit exceptions resulting from contract non-compliance on the part of SUBCONTRACTOR, and for claims made against DISTRICT arising from SUBCONTRACTOR performance of this Agreement.

DISTRICT agrees to indemnify SUBCONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of DISTRICT, and for claims made against SUBCONTRACTOR arising from DISTRICT performance of this Agreement.

4.10 CONDITIONS PREREQUISITE TO PAYMENTS. Notwithstanding any other provision of this Agreement, and provided that the action taken is proportionate to SUBCONTRACTOR's alleged conduct, DISTRICT may elect not to make a particular payment on this Agreement if:

4.10.1 Misrepresentation. SUBCONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by SUBCONTRACTOR directly to DISTRICT.

4.10.2 Litigation. There is then pending litigation with respect to the performance by SUBCONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.

4.10.3 Unauthorized Actions by SUBCONTRACTOR. SUBCONTRACTOR shall have taken any action pertaining to this Agreement, which required prior DISTRICT approval, without having first received said approval.

4.10.4 Default. SUBCONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.

4.10.5 Fiscal and Non-Fiscal Reporting. SUBCONTRACTOR has not submitted the required statements and reports as specified in this Agreement.

4.10.6 Suspension of Services. If DISTRICT withholds payment pursuant to this section 4.10, SUBCONTRACTOR may suspend providing services under this Agreement, after giving the DISTRICT ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the DISTRICT's withholding of payment.

4.11 REIMBURSEMENT. SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1)

state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.

4.12 PURCHASE OF FIXED ASSETS & INFRASTRUCTURE PROJECTS. SUBCONTRACTOR shall not purchase any fixed assets or implement an infrastructure project under the terms of this Agreement.

4.13 MATCHING FUNDS. SUBCONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to SUBCONTRACTOR by DISTRICT. "Matching funds" are defined as the resources (cash or in-kind) provided by SUBCONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the SUBCONTRACTOR's records. Actual amounts shall be reported **monthly** on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the DISTRICT reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

SECTION 5 – MISCELLANEOUS

5.1 GOVERNING LAW. This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. Proper venue for the resolution of any dispute hereunder which the parties are unable to resolve through negotiation, or mutually agreed to non-binding mediation, shall be with the superior courts of the County of Ventura, California.

5.2 WAIVER. The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

5.3 COMPLIANCE WITH LAWS. In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.

5.4 WHOLE AGREEMENT. This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.

5.5 NO JOINT VENTURE, PARTNERSHIP OR AGENCY. Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.

5.6 COMMUNICATIONS. A communication shall have effect for the purpose of this Agreement and shall be deemed to have been received by the party to whom it was made:

(a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and

(b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and

- (c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

- 5.7 AUTHORITY TO EXECUTE.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.
- 5.8 NO RIGHTS CONFERRED ON THIRD PARTIES.** Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
- 5.9 SIGNATURES.** This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.10 ENTIRE AGREEMENT.** The terms and conditions set forth in Exhibits A, B, C, D, E and F attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.
- 5.11 CONTINGENCY.** This contract is contingent upon ratification of a contract agreement between the First 5 Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2018-2019, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

IN WITNESS THEREOF, DISTRICT and SUBCONTRACTOR have executed this Agreement on the dates indicated.

SUBCONTRACTOR APPROVAL:

DISTRICT APPROVAL:

(Signature)

Susan Dumars, President
(Typed Name/Title)

(Date)

(Signature)

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

(Date)

**CONTINUING DEVELOPMENT INC.
 HARRINGTON NFL PRESCHOOL**

Term: July 1, 2018 to June 30, 2019

REPORTING and EXPENDITURE TIMELINES

Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B.

- *Narrative Progress Reports are due Quarterly (Contract Section 2.23 – Progress Reports).*
- *Participant & Service Counts/Data are due monthly (Contract Section 2.24 – Evaluation Studies).*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines (Contract Section 2.24 – Evaluation Studies).*
- *Core Intake forms are due monthly as new families enter programs (Contract Section 2.24 – Evaluation Studies).*

Financial reports shall adhere to Section 4: Fiscal Provisions, and Exhibit C Line Item Budget.

- *Fiscal Provisions and back-up documentation is due monthly (Contract Section 4.1, 4.3 – Payment Method, Invoices), including copies of time cards, receipts/invoices for purchases, etc.*

Reporting Period	Invoice/Report Due	Due Date
July 1, 2018 – July 31, 2018	Month 1 Invoice	August 15, 2018
August 1, 2018 – August 31, 2018	Month 2 Invoice	September 15, 2018
September 1, 2018 – September 30, 2018	Month 3 Invoice, and <i>Quarter 1 Narrative</i>	October 15, 2018
October 1, 2018 – October 31, 2018	Month 4 Invoice	November 15, 2018
November 1, 2018 – November 30, 2018	Month 5 Invoice	December 15, 2018
December 1, 2018 – December 31, 2018	Month 6 Invoice, and <i>Quarter 2 Narrative</i>	January 15, 2019
January 1, 2019 – January 31, 2019	Month 7 Invoice	February 15, 2019
February 1, 2019 – February 28, 2019	Month 8 Invoice	March 15, 2019
March 1, 2019 – March 31, 2019	Month 9 Invoice, and <i>Quarter 3 Narrative</i>	April 15, 2019
April 1, 2019 – April 30, 2019	Month 10 Invoice	May 15, 2019
May 1, 2019 – May 31, 2019	Month 11 Invoice	June 15, 2019
June 1, 2019 – June 30, 2019	Month 12 Invoice, and <i>Quarter 4 Narrative Report</i>	July 7, 2019

Submit to:

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Attn: Noemi Valdes
 Director of Early Childhood Education Programs

CONTINUING DEVELOPMENT, INC.

Exhibit B

HARRINGTON nFL PRESCHOOL

July 1, 2018 to June 30, 2019

Program Description: Provide Early Childhood Education (ECE) program to four (4) year olds. Offering three (3), three (3) hour half day sessions per day. The program will adhere to the Oxnard School District Single Track Calendar and operate 180 days. Enrollment shall be maintained at this level throughout the school year.

Program Outcome(s) - Early Learning: Children participate in quality preschool, Parents are engaging children in early learning and are reading to their children often and from an early age.

Program Component Description

Provide 180 days of Early Childhood Education (ECE) programs offering 3 hour AM, PM, and Twilight sessions targeting 4-year olds. Preschool will operate following the academic calendar of the Oxnard School District. Provider will demonstrate student academic and developmental growth by administering assessments: DRDP-2015, ELSA. Programs will also assess environmental and adult/child interaction quality utilizing ECERS. Eligibility criteria includes children who reside within high-priority schools attendance area and are entering Kindergarten in the following school year. Specific focus is on inclusion of children with special needs as appropriate. Priority is given to working families who meet income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs. Parent fees are based on sliding fee schedules where appropriate.
Harrington nFL Preschool subcontracted to Continuing Development, Incorporated (CDI).

No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants		Quantitative Performance Measure		Quantitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
1	Early education programs for children (Harrington)	Class	24 ECE spaces (half day) x 3 sessions = 72 spaces	180 contacts	Children 0-5	Yes	72 participants	12,960 contacts	90% children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP-2015	DRDP-2015

CONTINUING DEVELOPMENT, INC.

Exhibit B

HARRINGTON NfL PRESCHOOL

July 1, 2018 to June 30, 2019

OPERATIONAL PROVISIONS

2 The agency will provide the Oxnard School District with a copy of the License to Operate and Maintain a Day Care Center.

The agency is responsible to ensure students attend school regularly. The agency will enforce the Oxnard NfL Preschool Attendance Policy (Exhibit F). The agency will assist parents to correct excessive absences, and will educate parents about the importance regular attendance to student achievement. Agency will submit
3 monthly reports to Oxnard School District detailing communication efforts and outcomes.

The agency will provide the Oxnard School District with an overall representation of the early childhood development setting created at Harrington NfL Preschool, and the interactions between preschool professionals and students by implementing the Early Childhood Environmental Rating Scale (ECERS). Agency will provide the Oxnard NfL with a copy of the ECERS rating results and corresponding correction plan for areas needing improvement. ECERS assessment will be performed
4 during first quarter of each school year.

The agency will demonstrate developmental growth of children by administering one (1) pre, and one (1) post Desired Results Developmental Profile-2015
5 observational assessment protocol for each student participant, and will demonstrate how results guide instruction of individual students.

The agency will demonstrate increased Kindergarten school readiness among participating preschool students by implementing instruction analysis, evaluation , and monitoring to ensure preschool program effectiveness and individual student academic achievement. The agency will provide the Oxnard School District with the results of summative and formative assessments, and demonstrate how results were used to guide whole group and individualized instruction. Examples of
6 summative and formative assessments include: ELSA, PPVT, PALS.

The agency will encourage the development of belonging to an elementary school by coordinating site visits to the kindergarten classes for parent and children, and provide opportunities for parents to meet kindergarten teachers, the school principal. When teachers identify social/emotional and/or family concerns, agency will
7 link families to the Family Resource Center, and refer parents to the BEST Program for speech/language and/or cognitive concerns.

By January 31, 2018 the agency will present to the Oxnard School District a procedures plan (to address implementation of eligibility criteria) and anticipated dates for preschool registration prior to engaging in registration for the following school year. Agency will coordinate registration dates with the Oxnard NfL Director.
8 Registration dates will be announced to the general public via NfL Calendar.

The agency will notify Oxnard School District of any changes in instructional calendar 30 days in advance in order to communicate changes with affected Oxnard
9 School District departments.

10 Incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.

Agency will participate in QRIS project spearheaded by Ventura County Office of Education. Agency will provide the District the QRIS rating scores for Harrington
11 NfL Preschool.

12 Convert First 5 funded preschool spaces to State Preschool funding whenever possible.

13 Agency will provide District quarterly narratvies, highlighting child growth and family successes.

CONTINUING DEVELOPMENT INC.
HARRINGTON nFL PRESCHOOL
 July 1, 2018 to June 30, 2019
LINE ITEM JUSTIFICATION EXAMPLE

Exhibit C

\$122,342.00

	TOTAL COMMISSION FUNDS	MATCHING FUNDS		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
I. PERSONNEL SERVICES				
Salaries and Benefits				
Site Supervisor	14,173.06		28,594.18	42,767.24
Teacher	55,420.82		111,811.88	167,232.70
Support Services	7,390.46		14,910.30	22,300.76
Taxes and Benefits	18,083.24		36,483.06	54,566.30
Subtotal Personnel	95,067.58	-	191,799.42	286,867.00
II. OPERATING EXPENSES				
Curriculum Supplies	1,994.73		3,625.84	5,620.57
Printed Materials	1,574.78		2,862.49	4,437.27
Computer/Software Supplies	262.46		477.08	739.54
Professional Development	419.94		763.33	1,183.27
Student Accident Insurance	78.74		143.13	221.87
Office Supplies	262.46		477.08	739.54
Telephone/Utilities	787.39		1,431.25	2,218.64
Food	2,561.65		4,656.38	7,218.03
Subtotal Operating Expenses	7,942.15	-	14,436.58	22,378.73
III. Minor Equipment (under \$5,000)				
Subtotal Minor Equipment	-	-	-	-
IV. OTHER EXPENSES				
Subtotal Other Expenses	-	-	-	-
V. INDIRECT				
Indirect Costs - Administrative costs	5,249.27		-	5,249.27
TOTAL BUDGET	108,259.00	-	206,236.00	314,495.00

SHOULD TOTAL 122,342.40

List and describe cash source(s)*:

List and describe in-kind support*:

CDI will provide 48 State Preschool funded slots for 180 days.

**CONTINUING DEVELOPMENT, INC.
HARRINGTON NfL PRESCHOOL**

Term: July 1, 2018 to June 30, 2019

PAYMENT METHOD

SUBCONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement.

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit B.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the contract term July 1, 2018 through June 30, 2019 shall not exceed **\$122,342.00** based on the term of this agreement and in accordance with Exhibit C and the services described in Exhibit B.

**CONTINUING DEVELOPMENT, INC.
HARRINGTON nFL PRESCHOOL**

Term: July 1, 2018 to June 30, 2019

**Exhibit E
Technology Services and Support**

- 1) This agreement addresses technology equipment purchased by the Oxnard School District and or technology equipment donated to the Oxnard School District.
- 2) District Policy BP 4450 states, "All gifts, grants and bequests shall become district property. The district's discretionary power with respect to the use of the gift shall not be impaired by any restriction or condition imposed by the donor... Gifts of a portable nature, since they become property of the district, shall be subject to the same rules and procedures that govern the use of any other similar district property."
- 3) All donations that meet the District standards will be joined to the District Active Directory Domain.
- 4) In the case of district equipment used for the operation of Waterford and accessed by students; all students will be given a generic login and access to the network to:
 - a. Login
 - b. Run Waterford
 - c. Print to Preschool Printer
 - d. Access Filtered Internet
 - e. Limited Storage on local server

In addition, students will be entered into the District's Student Information System (SIS) for tracking and reporting at the State and local level.

- 5) In the case of district equipment used for the daily operations of the program and accessed by agency staff; all staff will be given a generic login and access to the network to:
 - a. Login
 - b. Run Waterford
 - c. Print to Preschool Printer
 - d. Access Filtered Internet
 - e. Access Limited Storage on local server
 - f. Access WebMail from third party provider.
- 6) Neither students not staff will be provided:
 - a. Access to workstation or server to install programs

- b. Oxnard School District Email Accounts
 - c. Access to District SIS
 - d. Access to District Files
- 7) All district purchased and donated systems will be treated like other District computers. When an issue arises...
- a. Contact local lab technician for assistance. At his discretion, he will fix or refer to the District IT staff
 - b. If local lab technician is not available, the requestor may email the District IT Department at support@oxnardsd.org or call (805) 385-1501 ext. 2100
 - i. IT staff will contact the requestor within 24 hours
 - ii. IT staff will address the issue within 72 hours or let the requestor know the progress and a timeline for completion.
 - c. If issues continue, the requestor can contact the District thru the NfL Department for assistance in resolving the issue.
- 8) The IT District and Local Support staff will provide:
- a. **Connectivity Verification** – Do workstations connect to network? Is the District switching properly working?
 - b. **Login Support** – Are logins connecting to network and their assigned resources?
 - c. **Software Support** – Do the workstation connect to and launch Waterford? Since this is the Schools owed Waterford, program troubleshooting will be address thru the school.
 - d. **Hardware Support** – Do the workstations run properly and are they properly patched with current updates of the BIOS, Operating System, AntiVirus Software. If issues arise, is it hardware, software or network related?
 - e. **Hardware Replace** – If the workstation is under warranty, the IT staff will work with the manufacturer to provide and install replacement parts.
- 9) Outside agencies may not setup their personal switching, wireless, workstations or printers without the permission of the Oxnard School District Chief Information Officer.
- 10) Any other issues not listed above are not supported by the District. This includes replacement of systems no longer under warranty. If additional assistance is needed, the outside agency should work through the NfL staff to resolve their needs.

**CONTINUING DEVELOPMENT, INC.
HARRINGTON NfL PRESCHOOL**

Term: July 1, 2018 to June 30, 2019

**Exhibit F
NfL Preschool Attendance Policy**

The Oxnard School District – Oxnard Neighborhood for Learning Program believes that regular attendance plays a key role in student achievement. The program recognizes its responsibility to ensure parents are aware that students are expected to be in attendance daily. To improve student attendance, the NfL preschool operators shall implement steps to identify the reasons for a student's absences and to help resolve absence patterns. Strategies shall focus on early intervention and will include:

1. Communication in person or phone between school staff and parent/guardian
2. After 3 absences, communication in writing between school staff and parent/guardian, and;
3. Referral to the Oxnard NfL family strengthening/service coordination team for support
4. Conference between school staff and parent
5. Termination of student

If absences continue and all interventions have been exhausted, student will be terminated. Once a child is terminated, the student will be placed at the bottom of the waiting list until all others on waiting list are placed.

Excused Absences

Absence from preschool school shall be excused only for:

1. Illness of student
2. Medical appointments of the student
Insofar as class participation is an integral part of student's learning experience, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours
3. Family emergencies (bereavement, quarantine)
4. Court ordered visitations of child
5. Personal choice days
 - a. Participation in religious instruction or exercises

Student absences may be considered excused subject to Site Supervisor and/or NfL Director.

Method of Verification

When students who have been absent return to school, they must present an explanation verifying the reason for the absence. The following methods will be used to verify absences:

1. Written note from parent/guardian
2. Conversation in person or telephone between the school site staff and student's parent/guardian. The school site staff shall record:
 - a. Name of student
 - b. Name of parent/guardian
 - c. Name of school site staff
 - d. Date or dates of absences
 - e. Reason for absence.
3. Verification of medical appointment – appointment card, etc.

All school absences must be verified by one of the above methods within four school days of the student's return to school.

Total Number of Allowances is equal to 0

Excusing of any absence due to illness of the child is at the discretion of the Site Supervisor.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/10/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

X Facilities

SECTION D: ACTION _____

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

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 (Penanhoat/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems Southern California (now and going forward known as Earth Systems Pacific) to provide Geotechnical Engineering Services.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #15 to Earth Systems Pacific to provide Geotechnical Observation and Testing Services for the Harrington Early Child Development Center Project.

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

Master Agreement: **#13-122**

Work Authorization Letter: **#15**

Consultant: **Earth Systems Pacific**

Date Issued: **10/10/18**

FISCAL IMPACT

Earth Systems is being tasked with providing Geotechnical Observation and Testing Services during Construction for the Harrington Early Child Development Center Project for a lump sum fixed fee of: **Eight Thousand Nine Hundred Dollars and Zero Cents (\$8,900.00) 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 #15 for Master Agreement #13-122 with Earth Systems Pacific.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #15 – Earth Systems Pacific (1 Page)
- Earth Systems Pacific Proposal dated September 24, 2018 (4 Pages)
- Earth Systems Fee Schedule (6 Pages)
- Master Agreement #13-122, Earth Systems Southern California (41 Pages)

	WORK AUTHORIZATION LETTER		
	GENERAL INFORMATION		
	PROJECT #: SITE NAME: Harrington ECDC MASTER AGREEMENT #: 13-122 WAL #: 15	DATE: 10/10/2018 DSA # 03-116673 OPSC # 72538-90 VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:			
DISTRICT	CONSULTANT		
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	Earth Systems Pacific 1371-A Walter Street Ventura, CA 93003 (805) 642-6727	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
<p>Earth Systems will be performing the following services when required by Division of the State Architect Inspections List, as requested by the Inspector of Record. Geotechnical observation and compaction testing during grading operations, laboratory testing during site grading, compaction testing within new hardscape areas, laboratory testing for hardscape work, compaction testing in utility and storm drain trench backfills, laboratory testing for utility trench backfills, geotechnical foundation observation and testing, project management, engineering review and consultation.</p> <p style="text-align: center;"><i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i></p>			
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
START DATE: October 10, 2018	COMPLETION DATE: December 31, 2018		
FIXED FEE AMOUNT: Eight Thousand Nine Hundred Dollars and Zero Cents (\$8,900.00)			
<i>This fee amount is based upon Consultant's proposal dated <u>9/24/18</u> and subsequent negotiations mutually agreed to by all parties</i>			
<p><i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultant's specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.</i></p>			
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:			
DISTRICT	CONSULTANT		
OXNARD SCHOOL DISTRICT	CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
FOR DISTRICT USE ONLY			
PROJECT MANAGER: Mario Mera P.O. #		PREPARED BY: Sean Mahan P.O. AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER: Master Construct and Implementation Program	COST ID: 6280		
(PM APPROVAL SIGNATURE)		(DATE)	



September 24, 2018

Proposal No.: VEN-18-09-020

Oxnard School District
c/o Sean Mahan
Caldwell Flores and Winters, Inc.
1901 South Victoria Avenue, Suite 106
Oxnard, CA 93035

Project: Harrington Early Child Development Center Classroom Relocations
2501 Gisler Avenue
Oxnard, California

Subject: Proposal to Provide Geotechnical Observation and Testing Services during Construction

Reference: DSA File No. 56-22, Application No. 03-119245

Earth Systems Pacific (Earth Systems) is pleased to submit this proposal to provide geotechnical observation and testing services during construction as two classroom buildings are relocated within the Early Child Development Center on the campus of Harrington Elementary School. We have not been presented with plans, a construction schedule, or a DSA Testing and Inspection List, but it is our understanding that materials testing will not be required for this project. Therefore, based on our experience with projects of a similar nature, the following scope of work is anticipated:

Site Grading

Attendance will be provided by the Project Professional at the pre-job conference (if requested). When construction starts, geotechnical observations and compaction testing will be performed as necessary during the rough grading operations. Compaction testing will be performed in general accordance with ASTM D 6938. Project management (including site visits) and project review will be provided as deemed necessary by the Project Professional. The intent of such services is for the Project Professional to be kept aware of the status of the job so that questions pertaining to geotechnical details can be answered in a minimal amount of time, and so that "certification" can be issued soon after completion of the grading. A Final Grading Report will be issued as soon as possible after completion of the rough grading.

Laboratory Testing during Site Grading

Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils tested for compaction. An expansion index test will be run per ASTM D 4829 after grading is completed.

Compaction Testing within New Hardscape Areas

Testing of compaction of subgrade soils and aggregate base materials in proposed hardscape areas will be performed in general accordance with ASTM D 6938 on an intermittent basis. Test results for compaction tests taken in hardscape areas will be presented in written reports.

Laboratory Testing for Hardscape Work

Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils and aggregate base materials tested for compaction. Gradation tests will be performed on aggregate base samples in accordance with ASTM D 422.

Compaction Testing in Utility and Storm Drain Trench Backfills

Compaction testing will be performed on an intermittent basis within trench backfills for utilities, including electrical, water, gas, and sewer. Compaction testing will be conducted in general accordance with ASTM D 6938. This proposal does not include observations during placement of utilities, trench backfill compaction operations, or related operations. Compaction test results will be presented in written reports.

Laboratory Testing for Utility Trench Backfills

Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils tested for compaction within trench backfills. If necessary, sand equivalents and/or gradations will be performed.

Geotechnical Foundation Observations and Testing

If foundations are to be installed, footing excavation observations will be performed prior to placement of reinforcing steel. Verification of footing and slab subgrade premoistening will be performed for all new foundations. Written reports documenting results of inspections and tests will be provided under the fees set forth herein.

Project Management, Engineering Review, and Consultation

Project management, engineering review, consultation, and preparation of reports will be provided by the Professional Staff of Earth Systems, including preparing and filing all required DSA-293 forms within the Project Box. Some of this time is budgeted within each of the categories described above.

BASIS FOR CHARGES

The basis of charges for this proposal is the Fee Schedule included with the Agreement for Consultant Services No. 13-122 with the Oxnard School District, except that on-site testing and inspection hourly rates will be increased by the amount that the Department of Industrial Relations has increased Prevailing Wage in the time period since the agreement was reached. Fees will be based on the number of hours of work provided toward the project, and the referenced fee schedule

Our proposal is based on the understanding that all of the on-site services proposed above are subject to California Prevailing Wage law, and that all off-site services are not subject to Prevailing Wage law. In the event that the Department of Industrial Relations issues a required increase in Prevailing Wage during the time that the project is underway, or if they determine that Prevailing Wage law applies to off-site services, Client agrees to pay Consultant any additional compensation necessary to adjust Consultant's employees' wages to conform to Prevailing Wage law on this project.

ESTIMATED FEES

A schedule of construction has not yet been submitted to Earth Systems. Because of this, the following estimates should only be considered general approximations, and should not be considered not-to-exceed.

Geotechnical observation & compaction testing during rough grading, including laboratory testing:	\$3,100.00
Compaction testing in hardscape areas, including laboratory testing:	\$1,700.00
Compaction testing in utility trench backfills, including laboratory testing:	\$2,700.00
Geotechnical foundation observations & testing:	\$1,400.00
<u>Additional Services:</u>	<u>Per Fee Schedule</u>
Total Estimate	\$8,900.00

TERMS FOR SERVICES

Terms for Services are included within the Agreement for Consultant Services No. 13-122 that was authorized by the Oxnard School District on November 20, 2013.

September 24, 2018

-4-

Proposal No.: VEN-18-09-020

Upon acceptance of this proposal, please sign and date a copy and return it to **Earth Systems Pacific**, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

EARTH SYSTEMS PACIFIC

Agreed to and Accepted



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

Client Signature and Title



Anthony P. Mazzei
Geotechnical Engineer No. 2823/Vice-President

Client Name (in print)

Date

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



FEE SCHEDULE

(Effective January 1, 2018)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Principal Professional.....	\$210.00
Associate Professional	\$190.00
Senior Professional	\$170.00
Project Professional	\$150.00
Staff Professional	\$130.00
Special Inspector, Prevailing Wage*	\$107.00
Special Services Technician.....	\$101.50
Technical Assistant.....	\$100.00
Technician, Prevailing Wage*	\$94.00
Special Inspector.....	\$90.00
Technician.....	\$80.00
Clerical/Administrative	\$50.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

- Field technician services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge, and billed in 2-hour increments. Special inspection services are subject to a 4-hour minimum charge, and billed in 4-hour increments.
- Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
- Charges are calculated in minimum one-hour increments and accumulate on a portal-to portal basis.
- A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work.
- Projects will be invoiced a Trip Charge based on proximity to the servicing office.
- Nuclear density gauge charge: \$12.50/hour.
- Weekly special inspection report charge: \$120.00
- Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
- Report copies: \$25.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
- Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
- Rates are effective through June 30, 2018.

PREVAILING WAGE PROJECTS

- Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and billed in 4-hour increments.
- The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
- State regulations requiring electronic submittal of Certified Payroll to DIR for prevailing wage projects will be assessed a fee of \$50.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$80.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$115.00
Atterberg Limits: Plasticity Index.....	\$250.00
California Bearing Ratio, 3 points; incl. ref maximum density.....	\$750.00
California Bearing Ratio, 9 points; incl. ref maximum density.....	\$1,050.00
Consolidation, one dimensional.....	\$250.00
Consolidation, timed, per point.....	\$85.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity).....	\$200.00
Direct Shear, per point, 3 points minimum.....	\$330.00
Expansion Index Test.....	\$250.00
Maximum Density and Optimum Moisture: 4" Mold.....	\$275.00
Maximum Density and Optimum Moisture: 6" Mold.....	\$325.00
Maximum Density and Optimum Moisture: California Impact.....	\$250.00
Moisture and Unit Weight Determination, from ring samples.....	\$40.00
Moisture Only.....	\$30.00
Permeability Tests, constant head or falling head.....	Per Quote
R-Value.....	\$400.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts.....	\$450.00
Hydro Collapse Potential.....	\$125.00
Sieve/Hydrometer Anlys, assumed specific grvty, w/200 wash.....	\$200.00
Sieve Analysis, Aggregate Base/Subbase.....	\$165.00
Sieve Analysis 200 wash only.....	Per Quote
Sieve Analysis with wash.....	\$200.00
Sieve Analysis, Oversize Material.....	Per Quote
Specific Gravity.....	\$150.00
Swell Test, undisturbed.....	Per Quote
Swell Test, remolded.....	Per Quote
Unconfined Compressive Strength, untreated.....	\$150.00
Unconfined Compressive Strength, lime or cement treated.....	\$525.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc).....	Per Quote
Field Testing using Thermal Resistivity Meter.....	Per Quote
Soil, per moisture point, per sample.....	Per Quote
Soil, 3 moisture points with dry-out curve, per sample.....	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions.....	\$210.00
Absorption, Coarse Aggregate.....	\$100.00
Absorption, Fine Aggregate.....	\$150.00
Clay Lumps and Friable Particles in Aggregate.....	\$110.00
Cleaness Value of Coarse Aggregate.....	\$150.00
Crushed Particles, each size.....	\$150.00
Durability Index, Coarse or Fine Aggregate.....	\$200.00



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Flat and Elongated Particles in Aggregate	\$110.00
Organic Impurities in Fine Aggregate	\$100.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$135.00
Sieve Analysis, washed	\$200.00
Soundness, Sodium Sulfate, 5 cycles	\$500.00
Specific Gravity, Coarse Aggregate	\$150.00
Specific Gravity, Fine Aggregate	\$150.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$280.00
Unit Weight of Aggregate	\$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders	\$35.00
Compression Test of Cored Samples, cored at laboratory	\$75.00
Compression Test of cores delivered by others	\$75.00
Compression Test of Lightweight Concrete	\$30.00
Density of Concrete Cylinders	\$70.00
Density of Hardened Concrete	\$100.00
Flexural Strength, Simple Beam with Third Point Loading	\$150.00
Grading of Shotcrete Cores	\$100.00
Sample Storage, monthly per sample	\$30.00
Shrinkage, set of 3	\$410.00
Unit Weight of Lightweight Concrete	\$110.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro Recycling Fee, per flex beam	\$5.00
Enviro Recycle Fee/Form Stripping, per shotcrete panel/beam	\$50.00

MASONRY

Absorption of Block, set of 3	\$175.00
Compression Test, 2" x 4" Mortar Cylinders	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples	\$40.00
Compression Test on Block, set of 3	\$175.00
Compression Test on Grouted Prisms, includes cutting	\$200.00
Compression Test on Masonry Cores	\$60.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$269.00
Moisture Content of Block as received, set of 3	\$125.00
Shear Test on Masonry Cores, 2 faces	\$150.00
Specific Gravity and Unit Weight of Block, set of 3	\$175.00
Enviro Recycling Fee, per masonry prism	\$2.00
Enviro Recycling Fee, per mortar or grout sample	\$2.00

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test	Per Quote

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$50.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$370.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$600.00
Compaction of Lab Spls, Mrshl Mthd set of 3 -(50 blows/side)	\$360.00
Compaction of Lab Spls, Mrshl Mthd set of 3 -(75 blows/side)	\$380.00
Extraction of Oil from A.C. Mixtures	\$250.00
Extraction of Oil from Rubberized Mixtures	\$315.00
Gyratory Compactor, per set of field mixed asphalt	\$350.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$735.00



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Ignition Oven Binder Cntnt, after initial corr value is det	\$170.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3	\$820.00
Ignition Oven Gradation Correction Value, per mix design	Per Quote
Moisture Content	\$45.00
Sieve Analysis of Extracted Aggregate	\$200.00
Sieve Analysis of Ignition Oven Residue	\$200.00
Specific Gravity, Theoretical Maximum, Rice Method.....	\$150.00
Stability and Flow, Marshall Apparatus, set of 3	\$200.00
Stabilometer, Hveem S-Value, set of 3	\$150.00
Enviro Recycling Fee, per sample	\$2.00
Enviro Recycling Fee for Extracted Oils.....	\$30.00

* Includes formal report of test results following 28-Day tests. Formal reports for earlier tests are subject to an additional \$25.00 fee

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$150.00
Pipe Flattening Test, sample preparation not included.....	\$150.00
Reinforcing Steel Coupler Tensile and Slip Tests	\$275.00
Structural Steel Bend Test, sample preparation not included.....	\$150.00
Structural Steel Machining/Sample Preparation	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$150.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$200.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Enviro Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position	Per Quote
AWS D1.3: Sheet Steel	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator.....	\$75.00/day
Anchor Pull Test Equipment	\$25.00/hr.
Bailer (disposable) w/dedicated rope.....	\$25.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transition Kit.....	\$50.00/ea.
Conductivity Meter	\$80.00/day
Cut-Off Saw.....	cost + 20%
Double Ring Infiltrometer (per set)	\$150.00/day
Drum Dolly.....	\$25.00/day
Drums	\$75.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	Per Quote
Hand Auger/Sampler Equipment	\$50.00/day
Lock n, Load VOC Sample Pres. Sys.	\$20.00/ea.
Magnetic Particle Equipment	Per Quote
Manometer.....	\$100.00/day
Mini-Troll Groundwater Level Transducer	\$100.00/day
Mobile Laboratory.....	Per Quote



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Nuclear Density Equipment, per hour	\$12.50/hr.
Nuclear Density Equipment, per test	\$10.00
Paint Thickness Meter	Per Quote
Percolation Tank System and Trailer	Per Quote
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing).....	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	\$100.00/day
Rebound Hammer (Schmidt Hammer)	\$50.00/day
Reinforcing Steel Locating Equipment (DR-Meter).....	\$100.00/day
Relative Humidity Meter	\$100.00/day
Rhino Off Road Vehicle.....	\$100.00/day
Safety and Specialty Equipment	Per Quote
Sampling Consumables.....	Per Quote
Skidmore Bolting Calibration Equipment	\$200.00/day
Slope Inclinometer Equipment, per hole.....	Per Quote
Soil Sampling Containers (metal).....	\$15.00/ea.
Soil Sampling Containers (glass)	\$5.00/ea.
Tape Extensometer.....	Peer Quote
Tension Equipment.....	\$50.00/day
Torque/Tension Equipment.....	\$60.00/day
Water Level Indicator	\$45.00/day
Winsor Probe, set of 3	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week.....	\$50.00
DSA Box Posting, ea.....	\$25.00
DSA Lab Compliance, per week	\$50.00
Vehicle Mileage Charge	\$.075



EXPERT WITNESS SERVICES

(Effective January 1, 2018)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$90.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

- Hourly rates are charged during investigation, analysis, consultation, and preparation services.
- Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
- Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
- Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

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

This Agreement for Consultant Services (“Agreement”) is entered into as of this 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 **Earth Systems Southern California** (“Consultant”) with a business address at 1731-A Walter Street, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

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

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

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

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. Responsibilities of District.

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

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

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

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

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

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

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

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

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

PVB (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

PVB (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

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

PVB (Initials)

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

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

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

To Consultant: Earth Systems
1731-A Walter Street
Ventura, CA 93003
Attention: Paul Mooney
T: (805) 642-6727
Email: pmooney@earthsys.com

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

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

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

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

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

EARTH SYSTEMS SOUTHERN CALIFORNIA:

Patrick V. Boales
Signature

Patrick V. Boales, President
Typed Name/Title

November 1, 2013
Date

Tax Identification Number: 95-4709565

Not Project Related

Project #13-122

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

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

Not Project Related

Project #13-122

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

- Not Project Related
- Project #13-122

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

COMPENSATION & RATE/FEE SCHEDULE

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

Professional Personnel (hourly)	
Staff Engineer/Geologist	\$110.00
Senior Engineer/Geologist	\$150.00
Laboratory Technician.....	\$75.00
 Technical Personnel (hourly) for Non-Prevailing Wage Services	
Technician (Off-Site or for Sample Pickup)	\$72.00
Batch Plant Inspector (Off-Site).....	\$72.00
Special Inspector for Shop Welding or Steel Fabrication at the Shop (Off-Site Shops Only)	\$75.00
 Mileage Charges	
A mileage charge of \$20.00 will be applied to all non-prevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged.	
 Technical Personnel (hourly) for On-Site (Prevailing Wage) Services	
Soil Technician or Anchor Pull Tester	\$83.00
Concrete Sampling Technician.....	\$83.00
Special Inspector	\$85.00
 Mileage Charges	
A mileage charge of \$20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips.	
 Other	
Certified Payroll	\$40.00/person/payroll
.....	plus copying fees

- Not Project Related
- Project #13-122

LABORATORY SERVICES (Partial Listing of Available Tests)

SOIL

Moisture Content of Soils: ASTM D 2216	\$32.00
Expansion Index: UBC Std 29-2: ASTM D 4829	\$150.00
Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698: CTM 216	
Full Curve (4" Mold)	\$160.00
Full Curve (6" Mold)	\$200.00
Sieve Analysis (washed): ASTM D 422, D 1140: CTM 202	\$140.00
Sieve and Hydrometer Analysis: ASTM D 422: CTM 203	\$215.00
Resistance "R" Value of Soils: ASTM D 2844: CTM 301	
Untreated Soils	\$290.00
Soils with Additives	Per Quote
Soil Corrosivity Analysis and Testing (pH, Resistivity, Sulfates)	\$150.00
Sand Equivalent: ASTM D 2419: CTM 217	\$110.00
Special Sample Preparation	\$75.00/hour

CONCRETE

Concrete Aggregate

Sieve Analysis:

Washed: ASTM C 117, ASTM C 136: CTM 202	\$150.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117: CTM 202	\$95.00

Specific Gravity:

Coarse Aggregate: ASTM C 127: CTM 206	\$75.00
Fine Aggregate: ASTM C 128: CTM 207	\$110.00

Potential Reactivity of Aggregate by Chemical Method: ASTM C 289

Per Quote

Unit Weight of Aggregate: ASTM C 29: CTM 212

\$75.00

Special Sample Preparation

\$75.00/hour

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Cylinders, Beams, and Cores

Compression Test of Cast Cylinders (all sizes): ASTM C 39	\$30.00*
Compression Test of Cored Samples: ASTM C 42	\$55.00*
Compression Test Gunitite Samples	\$100.00*
Flexural Strength, Simple Beam with Third Point Loading: ASTM C 78.....	\$105.00
Special Sample Preparation	\$75.00/hour

*No per cylinder pickup fees, no charge for cylinder molds, and no report charges.

ASPHALT CONCRETE

Miscellaneous Tests

Bulk Specific Gravity of Compacted Specimens and Core Samples:

ASTM D 2726, ASTM D 1188; CTM 308	\$40.00
Specific Gravity, Theoretical Maximum: ASTM D 2041	\$105.00
Marshall Method: ASTM D 1559 (Set of 3 Specimens)	\$330.00
Asphalt Content of Hot Mix by Ignition Method with wash and gradation.....	\$290.00
Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method A	\$135.00
Hazardous Waste Handling Charge	\$120.00
Moisture Content: CTM 370	\$47.00

Sieve Analysis:

Washed: ASTM C 117, C 136; CTM 202	\$140.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202	\$75.00

Specific Gravity:

Coarse Aggregate: ASTM C 127; CTM 206.....	\$75.00
Fine Aggregate: ASTM C 128; CTM 207; CTM 208	\$110.00

Unit Weight of Aggregate: ASTM C 29; CTM 212

\$75.00

Sand Equivalent: ASTM D 2419; CTM 217

\$110.00

- Not Project Related
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AGGREGATE BASE

Sieve Analysis: ASTM C 117, C 136; CTM 202.....	\$140.00
Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301	\$340.00
Sand Equivalent: ASTM D 2419; CTM 217	\$110.00

MASONRY

Concrete Block (Per Specimen)

Compression Test on Masonry Cores: ASTM C 140.....	\$45.00
Absorption (set of 3 required): ASTM C 140	\$40.00
Moisture Content as received (set of 3 required): ASTM C 140	\$30.00
Shrinkage (set of 3 required): ASTM C 426	\$95.00
Specific Gravity and Unit Weight (set of 3 required): ASTM C 140	\$35.00

Mortar and Grout (Per Specimen)

Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each.....	\$35.00
Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each	\$35.00
Compression, 2" Cubes (set of 3 required)	\$35.00
Special Sample Preparation	\$75.00/hour

Masonry Prisms

Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26.....	\$150.00
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Brick/Paving Units (Per Specimen)

Absorption and Saturation Coefficient: ASTM C 67/ASTM C 936.....	\$55.00
Compression Test: ASTM C 67/ASTM C 936.....	\$55.00

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STEEL

Reinforcing Bar Tests

Tensile and Bend Tests, #2 through #9: ASTM A 615\$115.00
 Tensile and Bend Tests, #10 through #18: ASTM A 615 Per Quote
 Unit Weight of Coating (Galvanized).....\$105.00

Structural Steel

Tensile and Bend Test (sample preparation not included).....\$115.00
 Machining Charges, per sample..... Cost plus 20%
 Unit Weight of Galvanized Coating\$110.00

Pipe

Tensile Test (sample preparation not included).....\$57.00
 Flattening Test (sample preparation not included)\$40.00

High Strength Bolts

Bolt; Nut and Washer Load and Hardness Suite Testing (Per Set)\$250.00

**MISCELLANEOUS CHARGES
FOR SPECIALTY EQUIPMENT**

Anchor or Bolt Pullout Test Equipment\$75.00/day
 Torque Wrench\$50.00/day
 Skidmore Device.....\$75.00/day

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

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

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

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

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

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

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

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

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

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

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

Not Project Related

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the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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

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

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #13-122

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-122

**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

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

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

Name: See Attached List

Title: _____

AND/OR

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

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

Date: November 1, 2013

Proper Name of Contractor: Earth Systems Southern California

Signature: Paul E. Mooney, VP.

By: Paul E. Mooney, Vice President

Its: _____



November 1, 2013

List of Employees of Earth Systems Southern California who have been through fingerprinting at Ventura County Sheriff's Department or the "Live Scan" process at other locations and found to not be convicted of any serious or violent felony as defined by Penal Code Sections 1192.7(c) and 667.5(c).

Richard M. Beard	Geotechnical Engineer
Patrick V. Boales	Engineering Geologist
Anthony P. Mazzei	Geotechnical Engineer
Paul E. Mooney	Engineering Geologist
Todd J. Tranby	Engineering Geologist

Not Project Related

Project #13-122

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122
SCOPE OF SERVICES – GEOTECHNICAL ENGINEERING

The Geotechnical's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The geotechnical engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

1. Borings:

- a. The location and depth of the proposed borings proposed by the Consultant shall be submitted by the Consultant for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K12 construction. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Consultant.
- b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the Architect of Record for the Project.
- c. The Consultant shall advise the Architect of Record as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.
- d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to ASTM standards D1586, D1587 and D2113.
- e. The field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

2. Drilling and sampling methods and protection of property:

- a. The Consultant shall contact the Owner and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Consultant is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and

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

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

3. Percolation Testing:

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

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

4. Reports

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

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

5. Construction Phase Services

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

STATUS REPORT FOR ACTIVITY:

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

DUE DATE

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

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

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

6. Time

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

7. Accuracy Standards

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

Not Project Related

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SCOPE OF SERVICES (PART 2 OF 2) – Materials Testing Laboratory & Special Inspections

The Materials Testing Laboratory & Special Inspector’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

1. Qualifications and Special Inspection Services:

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

2. General Scope of Services:

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.
- m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate.

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All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

i. Soil, Aggregate & Asphalt

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

3. Observation and Testing:

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

4. Concrete Mix Design Review:

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests
- Concrete Cylinders (ASTM C29)
 - Concrete Cores (ASTM C39)
 - Lightweight Concrete (ASTM C495)

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

5. Reinforcing Steel Placement:

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

5. Concrete Placement:

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
 - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
 - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
 - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
 - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
 - v. *Correct Mix.* Determine that the correct mix is being utilized.
 - vi. *Slump.* Monitor slump of each truck.
 - vii. *Temperature.* Record temperature of air and concrete.
 - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
 - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
 - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

6. Compression Testing:

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

Not Project Related

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7. Mix Design Review:

- a. *Grout and Mortar Mixes.* The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests.* Laboratory tests shall include:
 - i. **Masonry Compression Tests**
 - Mortar (UBC 21 - 16)
 - Grout (UBC 21 - 18|ASTM GI 01 9)
 - Masonry Prism (ASTM E447)
 - Masonry Cores (ASTM C42)
 - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
 - Dry Shrinkage - Masonry Units (ASTM C426)
 - Sample Pick-up & Delivery
 - ii. **Steel Reinforcing**
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
 - Steel Tagging, Pick-up and Delivery
 - iii. **Concrete Aggregate**
 - Conformance Test (ASTM C404)
(Sieve Analysis, Deleterious Substances and Soundness)

8. Duties:

- a. The consultant's duties shall include the following:
 - i. Review mill test certifications of block and reinforcing steel.
 - ii. Inspect to determine size and spacing of dowels.
 - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
 - iv. Inspect proper lay-up of block units.
 - v. Inspect reinforcing steel prior to grouting.
 - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
 - vii. Inspect to determine proper consolidation of grout.
 - viii. Check that curing requirements are being followed.

9. Structural Steel:

- a. *Inspection Services.* The CONSULTANT shall provide inspection services for the following:
 - i. **Field Welding**
 - ii. **High Strength Bolting**
 - iii. **Metal Decking**
 - iv. **Welded Stud Connectors**
 - v. **Fabrication Shop**

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

10. Reports

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

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

11. Time

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

12. Accuracy Standards

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

Not Project Related

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EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: **[INSERT PROJECT NAME]**

Consultant: Earth Systems Southern California ("Earth Systems")

Earth Systems has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent, Business & Fiscal Services, Lisa Cline.

By signing below, a representative of Earth Systems, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

Earth Systems Southern California Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. Date

Oxnard School District Date
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

- Not Project Related
 Project #13-122

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

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

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the CFV 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

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

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED SCG, Inc., dba Earth Systems Southern California 1731-A Walter Street Ventura CA 93303	INSURERS AFFORDING COVERAGE
	INSURER A: Hartford Fire Ins. Co.	19682
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Lexington Ins. Co.	
	INSURER D:	
	INSURER E:	

COVERAGES

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Location(s) Of Covered Operations

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Oxnard School District

Attn: Lisa Cline, Asst. Superintendent,

Business & Fiscal Services

1051 South A Street

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

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

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

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

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

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

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

**EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE**

Insured: SCG, Inc., dba Earth Systems

Policy Number:57UUNUO0049

Policy Effective Dates: 04/01/13

Additional Insured:

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are “insureds”

c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/10/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

X Facilities

SECTION D: ACTION _____

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

Approval of Work Authorization Letter #6 to Agreement #13-129 with Knowland Construction Services (KCS) to provide DSA Inspection Services for the Harrington Early Child Development Center Project (Penanhoat/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-129 with Knowland Construction Services to provide DSA Inspector of Record (IOR) Services.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #6 to Knowland Construction Services, to provide DSA Inspector of Record (IOR) Services for the Harrington Early Child Development Center Project.

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

Master Agreement: **#13-129**

Work Authorization Letter: **#6**

Consultant: **Knowland Construction Services**

Date Issued: **10/10/2018**

FISCAL IMPACT

The DSA Inspector of Record (IOR) Services will be completed for a fee of **Fourteen Thousand Four Hundred Dollars and No Cents (\$14,400.00)** to be funded from the Master Construct and Implementation Program.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #6 for Master Agreement #13-129 with Knowland Construction Services.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #6, Knowland Construction Services (1 Page)
- Knowland Construction Services Proposal, September 21, 2018 (2 Pages)
- Master Agreement #13-129, Knowland Construction Services (28 Pages)

	WORK AUTHORIZATION LETTER				
	GENERAL INFORMATION				
	PROJECT #: SITE NAME: Harrington ECDC MASTER AGREEMENT #: 13-129 WAL #: 6		DATE: 10/10/2018 DSA # 03-116673 OPSC # 72538-90 VENDOR ID:		
PURSUANT TO MASTER AGREEMENT BETWEEN:					
DISTRICT			CONSULTANT		
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501			Firm Name: Knowland Construction Services Street: 33 Narcissa Drive City, State, Zip: Rancho Palos Verdes, CA 90275 Phone: 626.786.4331		
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL					
Knowland Construction Services will be performing Inspection services as required by the District for Department of the State Architect. The Inspector of Record ("IOR") shall provide adequate coverage to required inspections of the work, from NTP to close-out; as outlined on the DSA approved documents and the DSA 103 forms. Provide routine inspections, coordinate special inspections and off-site inspections, shall maintain active communication with project team, review, approval, filing, archiving of project documents including RFIs, submittals, change orders, daily reports and any other documents that require IOR's approval and/or review as required by DSA. <i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i>					
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL					
START DATE: October 10, 2018			COMPLETION DATE: December 30, 2018		
FIXED FEE AMOUNT: <u>Fourteen Thousand Four Hundred Dollars and Zero Cents (\$14,400.00)</u>					
<i>This fee amount is based upon Consultant's proposal dated <u>9/21/18</u> and subsequent negotiations mutually agreed to by all parties</i>					
<i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultant's specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>					
<i>This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.</i>					
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:					
DISTRICT			CONSULTANT		
OXNARD SCHOOL DISTRICT			CONSULTANT		
(SIGNATURE)		(DATE)	(SIGNATURE)		(DATE)
FOR DISTRICT USE ONLY					
PROJECT MANAGER: Mario Mera P.O. # SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER: Master Construct and Implementation Program COST ID: 6290			PREPARED BY: Sean Mahan P.O. AMOUNT:		
(PM APPROVAL SIGNATURE)			(DATE)		

PROPOSAL FOR PROJECT INSPECTORS

SCHOOL DISTRICT: **Oxnard School District**
INSPECTORS: **Kim Ginnever Class II (or other approved DSA Class Inspector)**
PROJECT: **Harrington Elementary School Early Childhood Center Project**
RATE: **\$72/hour**
TOTAL ESTIMATE: **\$14,400.00 (200 Additional hours necessary to complete the project)**

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project inspector duties as outlined in California Ed Code 17309 & 17311 Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs:
2. Represent the client under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conferences, project meetings, or meetings as required by the District.
4. Monitor and observe all special inspections performed by the Districts contracted testing lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by special inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.
5. The District and the inspector, Knowland Construction Services shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this Agreement and the contract documents.

6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District and shall apply to other inspectors as requested and approved by the District.
7. Knowland Construction Services shall maintain in effect a \$4 million general liability insurance policy, Workman's Compensation as required, and full liability auto insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Oxnard School District agrees to pay Knowland Construction Services the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. Knowland Construction Services (project inspectors / project managers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture per the project specifications.
9. Knowland Construction Services shall provide to the District at the end of the project all project documentation in a professional format.
10. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a DSA certified project manager will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the inspector of record. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.
11. Knowland Construction Services shall provide the District professional documentation, including digital photos, testing documentation, daily reports, semi-monthly reports, and information which will provide the District an objective evaluation of the project history. This documentation will be turned in each month with invoices. Invoices shall not be paid until documentation is submitted to the District.

Dated: September 21, 2018

Dated: September __, 2018

Christopher Knowland

Christopher Knowland – KCS

Agent – Oxnard School District

Knowland Construction Services
33 Narcissa Drive, Rancho Palos Verdes, CA 90275
Phone: (626) 757-4141 / Email: dianek@knowlandinc.com

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – PROJECT DSA INSPECTION [IOR])**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 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 **Knowland Construction Services** (“Consultant”) with a business address at ~~2181 East Foothill Blvd., Suite 203, Pasadena, CA 91107~~. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

*33 Narcissa Drive
Rancho Palos Verdes, Ca 90271*

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

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

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

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

9. Responsibilities of Consultant:

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

10. Responsibilities of District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CK (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.

OK (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.

CK (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: Knowland Construction Services, Inc.
~~2181 East Foothill Blvd., Suite 203,~~ *33 Narcissa Drive*
~~Pasadena, CA 91107~~ *Rancho Palos Verdes, Ca*
ATTN: Chris Knowland
T: (626) 786-4331
Email: chrisknowland@msn.com *90275*

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

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

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

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

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

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

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

KNOWLAND CONSTRUCTION SERVICES INC.:

Christopher Knowland
Signature

Christopher Knowland, President
Typed Name/Title
Operations

October 29, 2013
Date

Tax Identification Number: 20-4112757

Not Project Related

Project #13-129

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-129

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 #13-129

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

Not Project Related

Project #13-129

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-129

COMPENSATION & RATE/FEE SCHEDULE

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

PROJECT DSA INSPECTION FEE SCHEDULE

Hourly Rates

CLASSIFICATION	HOURLY RATE
DSA I – Large Project	\$72.00 / Hour
DSA II	\$64.00 / Hour
DSA Class III	\$60.00 / Hour
DSA Assistant IOR	\$58.00 / Hour
Project Documentation Asst	\$50.00 / Hour
Blue Beam / Technology	\$64.00 / Hour
Constructability / PM	\$74.00 / Hour
Special Inspectors	\$78.00 / Hour

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

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

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

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

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

Not Project Related

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

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

- A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- B. Acceptable back-up for billings shall include, but not be limited to:
 - a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
 - b. Records for all supplies, materials and equipment properly charged to the Services.
 - c. Records for all travel pre-approved by District and properly charged to the Services.
 - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

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

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

Not Project Related

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-129

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 #13-129

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

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

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

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

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

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

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

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

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

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

Not Project Related

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-129

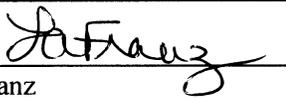
CONFLICT OF INTEREST CHECK

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

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-129

**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

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

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

Name: _____

Title: _____

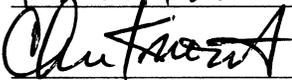
AND/OR

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

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

Date: October 29, 2013

Proper Name of Contractor: Knowland Construction Services

Signature: 

By: Christopher Knowland

Its: President Operations

Not Project Related

Project #13-129

**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

SCOPE OF SERVICES – PROJECT DSA INSPECTION (IOR)

The Project Inspector’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the work performed in the field is in accordance with DSA approved design documents. The project inspector will be required to monitor all construction activities, review RFIs, change orders, and submittals, and to confirm that construction activities were performed satisfactorily in accordance with approved design.

1. Certifications:

- a. Possession and maintenance in good standing of all classes of licensed DSA Project Inspectors’ Certificate issued by the Division of the State Architect.

2. Pre-Construction services required:

- a. Familiarity with the project scope and approved drawings and specifications.
- b. Preparation of all required forms for DSA, the Architect and the District.
- c. Participation at all preconstruction meetings.

3. Construction Phase Services Required:

- a. Performance of project inspection in accordance with Sections 4-211, 4-333 and 4-341, Title 24 Part 1, 2010 California Building Standards Administrative Code, Division of State Architect requirements, and all other laws, codes, and regulations governing educational facilities construction inspection.
- b. Daily site inspections with reports to inform Contractor, Architect, District and DSA of non-conforming work and corrective steps required.
- c. Monitoring of daily construction progress relating to the construction schedule, T & M work required, weather delays and like activities.
- d. Verification that all required materials sampling and special inspections are coordinated with construction activities, performed in accordance with project requirements and properly documented.
- e. Tracking of Record Drawing updates by the Contractor.
- f. Prompt filing of all periodic reports required during the construction process.
- g. Attendance at periodic job meetings and visits by DSA and District personnel.
- h. Review of Requests for Information generated by the Contractor.
- i. Observe and document discovered conditions and inform Contractor, Architect and District of such conditions.
- j. Review of periodic pay requests generated by the Contractor.
- k. Review of proposed change orders to verify that such work falls outside of the project scope.

4. Post-Construction Services Required:

- a. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
- b. Compilation and completion of all documentation to assure DSA close-out with certification.

Not Project Related

Project #13-129

5. Reports

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

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

6. Time

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

7. Accuracy Standards

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of care to be expected of professional DSA inspectors licensed to practice in the State of California.

- Not Project Related
 Project #13-129

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
 - 2 Enter Project Site name, DSA, project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
 - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
 - 4 Feel free to include your company logo if you wish
 - 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
 - 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.
- First Billing.**
- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
 - 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values,% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (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.



KNOWCON-01

KENNYN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2013

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

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

PRODUCER Cass & Johansing 825 Colorado Blvd., Suite 215 Los Angeles, CA 90041	CONTACT NAME: Carmen Amirian	
	PHONE (A/C, No, Ext): (626) 568-9933	FAX (A/C, No): (626) 568-2886
E-MAIL ADDRESS: carmena@cassandjohansing.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Ironshore Specialty Ins. Co.		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Knowland Construction Services
 33 Narcissa Drive
 Rancho Palos Verdes, CA 90275

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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L. EACH ACCIDENT \$ E L. DISEASE - EA EMPLOYEE \$ E L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			001005002	12/15/2012	12/15/2013	Each Wrongful Act 1,000,000
A	Professional Liab.			001005002	12/15/2012	12/15/2013	Aggregate 1,000,000

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

CERTIFICATE HOLDER

Oxnard School District
 Attn: Lisa Cline
 1051 South A Street
 Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Carmen Amirian

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P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-29-2013

GROUP:
 POLICY NUMBER: 1793828-2013
 CERTIFICATE ID: 38
 CERTIFICATE EXPIRES: 07-01-2014
 07-01-2013/07-01-2014

OXNARD SCHOOL DISTRICT
 1051 S A ST
 OXNARD CA 93030-7442

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2013-10-29 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
 OXNARD SCHOOL DISTRICT

ENDORSEMENT #1800 - DIANA KNOWLAND PRES - EXCLUDED.

ENDORSEMENT #1800 - CHRISTOPHER KNOWLAND VP SEC TRES - EXCLUDED.

ENDORSEMENT #2086 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

KNOWLAND INC DBA: KNOWLAND CONSTRUCTION SC
 SERVICES
 33 NARCISSA DR
 RANCHO PALOS VERDES CA 90275

[P11.50]

PRINTED : 10-29-2013

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/10/18

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

Ratification of Change Order #1 to Agreement #17-287 with Best Contracting Services, Inc. for Roof Replacement 2018-Various Sites (Penanhoat/Fateh)

On April 18, 2018, the Board approved the Award of Formal Bid #17-03 and the Approval of Agreement #17-287 for Roof Replacement 2018 – Various Sites project with Best Contracting Services, Inc. for roof replacement at the Haydock School in the amount of \$480,611.00. Upon commencement of construction the project team encountered unforeseen conditions during the demolition activity which required removal and replacement of rot damaged framing joists and decking.

Change Order #1 in the amount of \$31,630.66, with an additional 14 excusable non-compensable calendar days has been negotiated with Best Contracting Services, Inc. The additional 14 days are for the purpose of completing additional repair work for unforeseen conditions, as discussed above, which was above and beyond the contractor's control. Change Order #1 represents a net increase of 6.5% to the original contract amount. The current contract amount would be \$512,241.66.

FISCAL IMPACT:

\$31,630.66- Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees ratify Change Order #1 – Best Contracting Services, Inc. in the amount of \$31,630.66 and an additional 14 excusable non-compensable calendar days.

ADDITIONAL MATERIALS:

Attached: Change Order #1 (17 Pages)
 Agreement #17-287, Best Contracting Services, Inc. (3 Pages)



CHANGE ORDER

Date: 8/17/2018

CHANGE ORDER NO. 1

PROJECT: ROOF REPLACEMENT 2018 – VARIOUS SITES
O.S.D. BID No.17-03
O.S.D. Agreement No. 17-287

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: N/A

CONTRACTOR: Best Contracting Services, Inc.
19027 S. Hamilton Avenue
Gardena, CA 90248

Attn: Michael Wolfe

Architects Proj. No.: N/A
D.S.A. File No.: N/A
D.S.A. App. No.: N/A

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.....	\$480,611.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 0.00
ADJUSTED CONTRACT SUM.....	\$480,611.00
<u>NET CHANGE – This change order</u>	<u>\$31,630.66</u>
Total Change Orders to Date:	\$31,630.66
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 1.....	\$512,241.66
Commencement Date:	6/18/18
Original Completion Date:	8/03/18
Time Extension for all Previous Change Orders:	0 days
Time Extension for this Change Order: ... (excusable, non-compensable).....	14 days
Adjusted Completion Date:	8/17/18
Percentage	6.5%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR-0001: Delete Building 10 from contract, add Building 5 due to damage from water intrusion (credit due)	-\$8,500.00			
2.	COR-0002 & 0003: deck repair at North side of Building 5 due to damage from water intrusion	\$3,143.98			
3.	COR-0004: framing and deck repair at South side of Building 5 due to damage from water intrusion	\$35,154.00			
4.	COR-0005: Stucco patch at covered walkway due to damage from water intrusion	\$3,308.76			
5.	Back charge for repair to HVAC Controls conduit and wiring	-\$342.00			
6.	Back charge for repair to HVAC Chilled water line,	-\$376.95			
7.	Back charge for investigation and repair to plumbing waste vents	-\$757.13			
	Totals	\$31,630.66			

Total Change Order No. 1 \$ 31,630.66

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASSISTANT SUPT. BUSINESS & FISCAL SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

DIRECTOR OF FACILITIES: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST.SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____

Change Order Request



C.O.R. # 18051-0001

G.C. #

Date: 6/1/2018

Project Name: 18051 / HAYDOCK MS

Project #: 18051

To: Oxnard School District
Attn:
1051 South A Street

Oxnard, CA 93030

From: Best Contracting Services, Inc.
Michael Wolfe
19027 S. Hamilton Ave.
Gardena, CA 90248-4408

Phone: (805) 385-1501 Fax: () -

Phone: (310) 328-8969 Fax: (310) 380-6066

We hereby propose to make the following changes:

Furnished and installed including all labor, material and equipment required to complete the scope of work:

Scope of Work:

- Tear off the existing roof and install New Asphalt Shingle
- Provide and install Tremco Composite Ply HT Underlayment
- Provide and install Certainteed #0 Years Life Asphalt Shingle
- Provide and install All New Ridge, Starter, Edge Metal, Pipe Flashing
- Provide and install 28 of 18"x24" Platform flashing
- Provide 2 years labor warranty and lifetime shingle material warranty from Certainteed

Change Order Price \$138,700.00

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Michael Wolfe 6/1/2018

Author Date Sent

Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance



CONSTRUCTION CHANGE DIRECTIVE

DATE: 6/6/2018

FILE No.:

CCD No. 1

DSA No.: N/A

Project: Roof Replacement 2018 – Various Sites
O.S.D. Bid No. 17-03

O.S.D. Agreement No: 17-287

Contractor: Best Contracting Services, Inc.
19027 S. Hamilton Avenue
Gardena, CA 90248
Attn: Michael Wolfe

Owner: Oxnard School District
1055 South C Street
Oxnard, CA. 93030

You are hereby directed to make change(s) in this Contract:

Delete Haydock Building 1000 from contract in the base bid amount of \$147,200. Remove and replace roofing at Haydock Building 500 per specification issued 5/11/2018 in the amount of \$138,700 per Best Contracting Services C.O.R. # 18051-0001 dated 6/1/2018.

- 1a. Lump Sum decrease of \$8,500.00
- 1b. Unit Price of \$ _____ per lin.ft.
- 1c. Labor and Material, percentage of overhead and profit as provided in the Section 10 of the General Conditions.
- 1d. Other as follows:
- 2a. The Contract Time is proposed to be (increased) (decreased) by () days
- 2b. The Contract Time is proposed to be Unchanged.

When signed by the Owner and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.

RECOMMENDED FOR APPROVAL
Architect

RECOMMENDED FOR APPROVAL:
O.S.D. Project Manager

BY _____ DATE _____

BY: *[Signature]* DATE: 6/6/2018

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive and that contractor shall execute a change order consistent with this Construction Change Directive which change order shall be subject to approval by the District.

CONTRACTOR:

BY: *Bob Mars* DATE: 6/8/18

Change Order Request



C.O.R. # 18051-0002

G.C. #

Date: 7/23/2018

Project Name: 18051 / HAYDOCK MS

Project #: 18051

To: Oxnard School District
Attn: Orlando De Leon
1051 South A Street

Oxnard, CA 93030

From: Best Contracting Services, Inc.
Michael Wolfe
19027 S. Hamilton Ave.
Gardena, CA 90248-4408

Phone: (805) 385-1501 Fax: () -

Phone: (310) 328-6969 Fax: (310) 380-6066

We hereby propose to make the following changes:

Raised pipe on Bldg. #500 and had to additionally prepare decking as needed for new roof system.

Change Order Price \$1,966.79

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Michael Wolfe _____ 7/23/2018 _____
Author Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



C.O.R. # 18051-0002

G.C. #

Date: 7/23/2018

Project Name: 18051 / HAYDOCK MS

Project #: 18051

Labor

Labor Type	Man Hrs	\$/Hr	Burden	Fringe	Total Tax	Total Labor
Rofer Foreman	8.00	\$82.50	\$0.00	\$0.00	\$0.00	\$660.00
Rofer Apprentice	8.00	\$67.09	\$0.00	\$0.00	\$0.00	\$536.72
Subsistence/Man Day	2.00	\$70.00	\$0.00	\$0.00	\$0.00	\$140.00
Sub Total					\$0.00	\$1,336.72
Grand Total					\$0.00	\$1,336.72

Equipment

Equipment	Quantity	Cost	Total Tax	Total Equipment
3/4 plok up truck	1.00	\$340.00	\$0.00	\$340.00
Sub Total			0.00	\$340.00
Grand Total			0.00	\$340.00
Total				\$1,676.72
Profit				\$251.51
Bond				\$38.56
Total				\$1,966.79



7/18/18

Field Change Order/Acceptance

Approval is hereby granted to Best Contracting Services, Inc. to proceed with the following changes to the project scope of work. It is understood that delay in approvals can result in extra charges for crew downtime/travel, remobilization etc.

Job Number: 18051A Tracking Code: 07-511

Job Name: HAYDOCK MIDDLE SCHOOL

Site Address: 647 HILL ST. OXNARD Building # _____

City: _____

Scope of changed work: Raise pipes Prep wood
Decking as needed

Work Location: _____

Accepted by: _____ Signature _____ PCO # _____

Name: _____ Printed & Title _____

Company Name: _____

Date: _____

Best Contracting Foreman/Superintendent: _____

Materials: _____

Labor: # Crew 2 Hours Each 8 Total Hrs 16 + 140^{sub}

Equipment: _____

Date Submitted: _____ By: _____ Approval: _____

Handwritten note:
H22 OK
REVISION 140 SUB
w/ BEST.
[Signature]
7/20/2018

Change Order Request



C.O.R. # 18051-0003

G.C. #

Date: 7/23/2018

Project Name: 18051 / HAYDOCK MS

Project #: 18051

To: Oxnard School District
Attn: Orlando De Leon
1051 South A Street
Oxnard, CA 93030

From: Best Contracting Services, Inc.
Michael Wolfe
19027 S. Hamilton Ave.
Gardena, CA 90248-4408

Phone: (805) 385-1501 Fax: () -

Phone: (310) 328-6969 Fax: (310) 380-6066

We hereby propose to make the following changes:

Installed ship lap and plywood as needed on Bldg. #500 roof deck.

Change Order Price \$1,177.19

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Michael Wolfe

7/23/2018

Author

Date Sent



Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



C.O.R. # 18051-0003

G.C. #

Date: 7/23/2018

Project Name: 18051 / HAYDOCK MS

Project #: 18051

Labor

Labor Type	Man Hrs	\$/Hr	Burden	Fringe	Total Tax	Total Labor
Roofers Foreman	3.50	\$82.50	\$0.00	\$0.00	\$0.00	\$288.75
Roofers Apprentice	3.50	\$67.09	\$0.00	\$0.00	\$0.00	\$234.82
Subsistence/Man Day	2.00	\$70.00	\$0.00	\$0.00	\$0.00	\$140.00
Sub Total					\$0.00	\$863.57
Grand Total					\$0.00	\$863.57

Equipment

Equipment	Quantity	Cost	Total Tax	Total Equipment
3/4 pick up truck	1.00	\$340.00	\$0.00	\$340.00
Sub Total			0.00	\$340.00
Grand Total			0.00	\$340.00

Total	\$1,003.57
Profit	\$150.54
Bond	\$23.08
Total	\$1,177.19



Field Change Order / Directive

Date: 7/19/18

GC/CM/OWNER - PCO#: _____

Approval is hereby granted to Best Contracting Services, Inc. to proceed with the following Changes to the project scope of work. It is understood that delay in the approval can result in extra charges for crew downtime / travel, re-mobilization etc...

Job Number 18051A Tracking Code: 07-511

Job Name: 647 HILL STREET HAYDOCK MIDDLE SCHOOL

Site Address: 647 HILL STREET OXNARD CA, Building No: _____

City/State/Zip: _____

CHANGE ORDER SCOPE: INSTALL SIFAP AND PLYWOOD AS NEED ON DECK

Work Location: _____

ACCEPTED BY: _____ DATE: _____
SIGNATURE

PRINTED NAME & TITLE: _____

COMPANY NAME: _____

Best Contracting Services, Inc

Foreman / Superintendent: _____

Materials Used: _____

Labor: Crew Size: 2 Hrs/Ea. 3 1/2 HRS Total Hrs: 7 + 140.00
SUB

Equipment Used: _____

Date Submitted: _____ By: _____ Approved by: _____
Print Name Name & Title

Handwritten note:
HES. OK.
REMOVED 140 SUB
BEST.
[Signature]
7/20/2018

PRFormance Contractors

Lic.# 808513

PRFormance Contractors
Phone # 562 201-3957
Fax # 714 680-3206
Date: July 18, 2018
Invoice #14602

341 E. Hermosa Dr.
Fullerton Ca.
92835

Invoice To:
Best Roofing
19027 S. Hamilton Ave.
Gardena, Ca
90248

Job address:
Haydock School
Oxnard Ca.

Scope of work:

28 – rafter replacement 8’- 6 “ long = 238 L/F @ 65.00 per foot	15,470.00
96 x 9 = 864 Square feet plywood removal, Vacuum cells, install fungus kill treatment. @ 10.00 per square foot	8,640.00
96 x 9 = 864 Square feet plywood replacement with ¾” plywood and blocking	8,640.00
40 L/F Fascia removal and replacement at 20.00 per foot	800.00

AMOUNT DUE: 33,480.00

Change Order Request



C.O.R. # 18051-0005

G.C. #

Date: 8/14/2018

Project Name: 18051 / HAYDOCK MS

Project #: 18051

To: Oxnard School District
Attn: Orlando De Leon
1051 South A Street

Oxnard, CA 93030

From: Best Contracting Services, Inc.
Michael Wolfe
19027 S. Hamilton Ave.
Gardena, CA 90248-4408

Phone: (805) 385-1501 Fax: () -

Phone: (310) 328-6969 Fax: (310) 380-6066

We hereby propose to make the following changes:

Performed 28 SF of stucco repair under canopy at water damaged areas.

- 120.00 per sf to chip away loose stucco, rapid set brown coat, texture coat then paint to match.

Change Order Price \$3,308.76

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Michael Wolfe 8/14/2018

Author Date Sent

Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



C.O.R. # 18051-0005

G.C. #

Date: 8/14/2018

Project Name: 18051 / HAYDOCK MS

Project #: 18051

Subcontracte

Company	Description	Total
PRFormance Contractors		\$3,276.00
	Sub Total	\$3,276.00
	Grand Total	\$3,276.00
	Subcontract	\$3,120.00
	Markup Subcontract	\$156.00
	Bond	\$32.76
	Total	\$3,308.76



CONSTRUCTION CHANGE DIRECTIVE

DATE: 7/9/2018

FILE No.:

CCD No. 2

DSA No.: N/A

Project: Roof Replacement 2018 – Various Sites
O.S.D. Bid No. 17-03

O.S.D. Agreement No: 17-287

Contractor: Best Contracting Services, Inc.
19027 S. Hamilton Avenue
Gardena, CA 90248
Attn: Michael Wolfe

Owner: Oxnard School District
1055 South C Street
Oxnard, CA. 93030

You are hereby directed to make change(s) in this Contract:

Perform roof framing and sheathing repairs at Haydock Building 500 per the structural engineering detail provided on 7/3/2018 via email, a copy of the detail is attached for reference. Repairs shall be performed on a unit cost basis per the figures provided in the attached email.

- 1a. Lump Sum (increase) (decrease) of _____
- 1b Unit Price of \$ _____ per lin.ft. **As detailed in email correspondence of 7/9/2018 (copy attached).**
- 1c. Labor and Material, percentage of overhead and profit as provided in the Section 9 of the General Conditions.
- 1d. Other as follows: comply with Section 1.16 of the Special Conditions.
- 2a. The Contract Time is proposed to be (increased) (decreased) by () days.
- 2b. The Contract Time is proposed to be Unchanged.

When signed by the Owner and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.

RECOMMENDED FOR APPROVAL
Architect

RECOMMENDED FOR APPROVAL:
O.S.D. Project Manager

BY: _____ DATE: _____

BY:  DATE: 7/9/2018

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive and that contractor shall execute a change order consistent with this Construction Change Directive which change order shall be subject to approval by the District.

CONTRACTOR:

BY: _____ DATE: _____

SECTION 00310

AGREEMENT #17-287

THIS AGREEMENT is made this 18th day of April, 2018, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and Best Contracting Services, Inc., hereinafter called the "Contractor", with a principal place of business located at 19027 S. Hamilton Avenue, Gardena, CA 90248.

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

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

Bid #17-03
Roof Replacement 2018 – Various Sites

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

1.02 Contract Time.

- A. Final Completion of the Work.** The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **forty-seven (47) consecutive calendar days for phases** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
Haydock School (Buildings 900, 1000 & 1200)	June 18, 2018	August 3, 2018
<u>TOTAL CONTRACT PERIOD:</u>		
Roof Replacement	June 18, 2018	July 27, 2018
Closeout/Punch List items	July 27, 2018	August 3, 2018

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of Four Hundred Eighty Thousand Six Hundred Eleven Dollars and No Cents (\$480,611.00). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

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

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

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

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

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

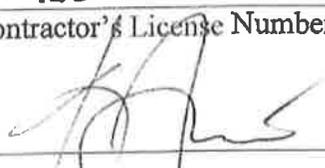
DISTRICT

OXNARD SCHOOL DISTRICT,
a California School District

By: 
Janet Penanhoat, Assistant Superintendent,
Business & Fiscal Services

CONTRACTOR

456263
(Contractor's License Number)

By: 
Name: Kayhan Fatemi
Title: Ex VP.
(Corporate Seal)

END OF SECTION

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/10/18

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-I: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities

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

Approval of Amendment #1 to Agreement #17-208 Kruger Bensen Ziemer Architects, Inc. (Penanhoat/Fateh)

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).

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.

It is recommended that the Board approve Amendment #1 to Agreement #17-208 with Kruger Bensen Ziemer Architects, Inc. as presented.

FISCAL IMPACT

\$55,630.00 to be paid out of Deferred Maintenance One-Time Funds

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees approve Amendment #1 to Agreement #17-208 with Kruger Bensen Ziemer Architects, Inc. as outlined above.

ADDITIONAL MATERIAL

1. Amendment #1 to Agreement #17-208 with Kruger Bensen Ziemer Architects, Inc. (1 page)
2. Add Service Proposals 1 and 2 (4 pages)
3. Agreement #17-208 (16 Pages)

**AMENDMENT #1 TO AGREEMENT #17-208
KRUGER BENSEN ZIEMER ARCHITECTS, INC.**

Amendment #1 in the amount of \$55,630.00 is for Kruger Bensen Ziemer Architects, Inc. (KBZ) to proceed with the new building that will house the CNG bus service bay in the Transportation Department, 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 design of the interior support spaces within the new building. KBZ will assure the structural engineer will assist the metal building manufacturer with foundation design. Amendment #1 will be funded by Deferred Maintenance One-Time Funds and anticipated completion date is December 31, 2019.

OXNARD SCHOOL DISTRICT:

**KRUGER BENSEN ZIEMER
ARCHITECTS, INC.:**

Signature

Signature

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

Typed Name/Title

Date

Date



Oxnard School District (OSD)
 Transportation Building Expansion
 Extra Services #1 (2nd revision)

16 April 2018
 Revised 17 August 2018

Oxnard School District
 Facilities Department
 1055 South C St
 Oxnard, CA 93030

Attn: Orlando De Leon
 Re: OSD Transportation Building Expansion – Extra Services #1 (2nd Revision)

Dear Orlando,

This letter is regarding extra services required for the above project. We were notified on January 5 via an email from you to hold on the Phase Two (Admin Remodel) portion of the project, which we later learned was due to new information regarding Durham vacating the subject facility later this summer. At the time of notice, our consultants were 90%-95% complete with their respective scopes, and KBZ was approximately 85% complete with the construction document phase, as we were trying to submit to Building & Safety the following week.

The re-acquisition of Durham’s space created additional space for OSD’s needs, thus allowing for a less-intensive remodel project, with the ultimate decision being to not remodel the Durham service bay into administrative space. Following the meeting with you and Tony Briscoe, I sent an email summarizing the changes discussed, which then went through several cycles/revisions. That attached email exchange is attached to describe the revised project.

Extensive revisions to the construction documents will be required by all disciplines, as most physical improvements and uses of most spaces have been changed by the new space program. Later phases (Bid-Negotiate, Construction Admin, and Closeout) are not affected by this redesign, and thus will be executed per our existing contract. Similarly, the final cost estimate (100% CD) has not yet been performed, so that scope will also be executed per the original contract.

- KBZ \$12,280
- Hauer Engineering \$3,650
- AE Group (Mech/Plumb) \$5,000
- C. Hood & Assoc. (Elec.) \$8,000
- (credit for DD Estimate) -\$5,600

Total Extra Services Fee = \$ 23,330 (see attached sheet for breakdown and amended Purchase Order total).

Revised Total Purchase Order Amount: \$122,080.00

May 14, 2018 Update: In a phone call on this date, you described the District’s intent to indefinitely postpone the “Administration” remodel and proceed only with the new building that will house the CNG bus service bay. As discussed, the Admin Remodel building permit submittal was originally to be the vehicle for a deferred approval of the new building (sought after bidding), but with the remodel cancelled/postponed, a new building permit strategy needed to be developed in order to obtain a building permit and have biddable documents. After discussions with Butler Manufacturing (metal building manufacturer) and their local franchise, Waltom Construction, we were able to secure a commitment from these two entities to produce an “engineering only” drawing package that could be submitted to the City for permits, and publicly bid after City approval. Waltom is contracting directly with the District for this package, and their scope is the entire new building (structure and interior improvements), whereas KBZ will be responsible for the site development package (parking layout modifications, accessible pathways, trash enclosure, etc.) – everything outside the new building. KBZ’s structural engineer will assist Waltom Construction with foundation design once Butler has engineered the reaction forces.

Fees remaining in the contract/purchase order (including this Extra Services Request) shall be utilized for development of the site development package, assistance to Waltom Construction with permit processing with the City, Bid/Negotiate assistance to the District, and Construction Administration for the new building. No further work



Oxnard School District (OSD)
Transportation Building Expansion
Extra Services #1 (2nd revision)

will occur related to the Administrative remodel portion of the project, and should that scope be revised, a separate contract or extra services amendment will be required.

Proposed fee as noted above shall be billed each month based on percentage of completion as a separate line item.

Thank you for requesting our services. This proposal is valid for 60 days. If you have any questions please do not hesitate to call.

Very truly yours,

Todd A Jespersen AIA, LEED AP^{BD+C}
Principal Architect

Agreed:

Signature

Printed name

Date

Attached: fee breakdown, email correspondence regarding changes in scope.

OSD Transportation Building Expansion - Extra Services #1
Fee Breakdown - detailed

August 17, 2018

Principal	Hrs	Rate	KBZ		Arch. Assistant	Hrs	Rate	Paving Engineer	Structural Engineer	M/P Engineer	Electrical Engineer	Cost Estimator	Stantec LLA/Planning	Reimb.	Total
			Proj. Migr.	Rate											
24	\$180	24	\$140	40	\$115	\$0	\$3,650	\$5,000	\$8,000	\$0	\$0	\$0	\$0	\$0	\$28,930.00

Construction Document Revisions
 Revisions to Admin/Delete Bay#1

Total Extra Services Fees: \$28,930.00
 Credit for DD Estimate (deleted): -\$5,600.00

Net Extra Services Fee change:	\$23,330.00
Existing Purchase Order (P18-02476):	\$98,750.00
New Purchase Order Amount (total):	\$122,080.00

	KBZ	ES#1	Base	Total After ES#1
KBZ	\$12,280	\$0	\$0	\$12,280
ES#1	\$40,250	\$9,900	\$9,900	\$50,150
Base	\$52,530	\$14,900	\$8,200	\$75,630
Total	\$65,060	\$24,800	\$8,500	\$98,360



Oxnard School District (OSD)
Transportation Building Expansion
Extra Services #2

31 August 2018

Oxnard School District
Facilities Department
1055 South C St
Oxnard, CA 93030

Attn: Orlando De Leon
Re: OSD Transportation Building Expansion – Extra Services #2 (New Building Interior Construction)

Dear Orlando,

This letter is regarding extra services required for the above project. Through conversations with Waltom Construction, it was revealed that they do not have the resources necessary to create construction documents necessary for the interior construction of the building and process those drawings through the City of Oxnard for permits. This extra services request is to add those efforts to KBZ's scope of work. Waltom, through Butler Manufacturing, will still provide construction documents and calculations for the shell building only.

Added services include preparing drawings and specifications for the interior light frame construction for the office, storage, restroom/shower, and utility space within the shell, including required HVAC, electrical, and data/communications design documentation and Title 24 energy compliance. Improvements within the Service Bay are also included for lighting, power, and data/communications, including coordination with equipment such as the portable vehicle lift, compressor, etc.

- KBZ \$13,500
- Hauer Engineering \$2,500
- AE Group (Mech/Plumb) \$8,800
- C. Hood & Assoc. (Elec.) \$7,500

Total Extra Services Fee = \$ 32,300

Revised Total Purchase Order Amount: \$154,380.00

Proposed fee as noted above shall be billed each month based on percentage of completion as a separate line item.

Thank you for requesting our services. This proposal is valid for 60 days. If you have any questions please do not hesitate to call.

Very truly yours,

Todd A Jespersen AIA, LEED AP_{BD+C}
Principal Architect

Agreed:

Signature

Printed name

Date

OXNARD SCHOOL DISTRICT

Agreement #17-208

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 1st day of November, 2017 by and between the Oxnard School District ("District") and Kruger Bensen Ziemer Architects, Inc. ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **November 2, 2017** through **December 31, 2019** (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Ninety-Eight Thousand Seven Hundred Fifty Dollars (\$98,750.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
 1055 South C Street
 Oxnard, California, 93030
 Attention: David Fateh
 Phone: (805) 385.1514
 Fax: (805) 486.5848

To Consultant: Kruger Bensen Ziemer Architects, Inc.
 199 Figueroa Street, Suite 100A
 Ventura, CA 93001
 Attention: Todd A. Jespersen
 Phone: (805) 650.1033
 Fax: ()

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

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

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

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

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

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

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:

KRUGER BENSON ZIEMER ARCHITECTS, 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 #17-208

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-208

SERVICES

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

***PER ATTACHED PROPOSAL DATED SEPTEMBER 29, 2017**

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

***PER ATTACHED PROPOSAL DATED SEPTEMBER 29, 2017**

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

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

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

None.

SEE ATTACHED PROPOSAL

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

None.

SEE ATTACHED PROPOSAL

VII. AMENDMENT

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

Not Project Related

Project #17-208

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-208

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$98,750.00

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ ** (See attached Proposal) 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 \$98,750.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #17-208

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-208

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

Not Project Related

Project #17-208

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 #17-208

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-208

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



Oxnard School District (OSD)
Transportation Building Expansion – to Completion
Proposal/Agreement R1

19 October 2017

Oxnard School District
Facilities Department
838 E Front St
Ventura, CA 93001

Attn: Orlando De León
Re: OSD Transportation Building Expansion

Dear Orlando,

Thank you for inviting KBZ to lead the completion of the Transportation Building Expansion project. This project was originally conceived as merely moving the CNG bus service bay into the existing building, with AE Group Mechanical Engineers as the lead consultant. At the time, this made sense as it was to be primarily a plumbing & ventilation project. During the project's development, it was discovered it was impractical to locate the CNG service bay directly adjacent to Durham's diesel service bay due to code constraints, and that a new, prefabricated stand-alone building for the CNG service bay was the most cost-effective approach. At that point, AE Group added KBZ to the design team and the project moved forward, including resolving planning department issues regarding the existing building being constructed across multiple parcels.

The project has been developed to approximately 100% DD's. In moving forward, the project will be developed in two major phases/documentation packages: one for the 1800± s.f. prefabricated building that will house the new CNG service bay and smaller support spaces, and the second phase which converts the existing OSD service bay into expanded meeting/training facilities and remodels the existing transportation admin area. Each phase will be submitted separately to Building & Safety for permits.

We understand that this project is not a DSA project and will be processed through the City of Oxnard Planning and Building/Safety departments. KBZ will serve as the Owner's agent with respect to City agency interactions, which includes building permit submittal and processing efforts. As this will be constructed with public funds and must be publicly bid, that process becomes more complicated with the introduction of prefabricated metal buildings. Our proposed approach is prepare a complete set of architectural plans & specifications for the admin remodel, including the transformation of the current CNG bus bay into a training room. However, the new pre-engineered metal building will be set up as a deferred approval, similar to a bridging document set used for design-build. KBZ will show the floor plan configuration of the new building, but the building itself will be a deferred approval with respect to the building permit. This will allow bidders to include any manufacturer that meets the performance spec (by Architect and Structural Engineer). KBZ will assist with researching any piggy-back, CMAS, or other contracting methods that might allow for a simplified purchasing process by the District.

Stantec will continue with the Lot Line Adjustment (consolidation) and Planning Department clearances, which I understand to be very close to being finalized. Other consultants include:

- Lawrence Hauer (structural engineer)
- AE Group (mechanical/plumbing engineer)
- C. Hood & Associates (electrical engineer)
- Jacobus & Yuang (cost estimator)

OUTLINE OF SERVICES:

1. **Plans:** KBZ will finalize architectural demolition and renovation plans for the existing CNG bus bay that is being converted to the training room/restrooms and for the existing admin area, including the expansion of the restrooms in that area. KBZ will also show the proposed layout of the new metal building with an interior office and connect the new and existing with an accessible path of travel back to the public way (street). The architectural plans for the new building will be schematic in nature as we assume that the metal building manufacturer will provide detailed plans for the new



**Oxnard School District (OSD)
Transportation Building Expansion – to Completion
Proposal/Agreement R1**

structure and interior improvements. Plan preparation includes (2) District review meetings through the CD process (one at 50% CD completion and the other at 90% CD completion, prior to permit submittal).

No additional civil engineering is anticipated due to the following: site improvements for the concrete yard between the buildings will be shown on the architectural plans; Utilities will be shown by the ME and EE; SWPPP will be prepared by the contractor.

- 2. **Specifications:** KBZ will prepare Division 1 General Condition specifications, as well as technical specifications in Divisions 2 through 32 as required for the project. Consultants will prepare their respective technical specification sections.
- 3. **Cost Estimates:** Three cost estimates will be conducted, one at each of the following milestones:
 - 100% Design Development (current plans)
 - 50% Construction Documents
 - 90% or 100% Construction Documents (either at permit submittal, or when plans are approved for permits)
- 4. **Bid/Negotiate:** KBZ will answer RFI's and issue Addenda, as well as participating in one pre-bid walk with bidding contractors.
- 5. **Constr. Admin:** KBZ will attend the pre-construction conference, up to (6) job progress meetings, and the punch list walk and a follow-up verification (if necessary). If additional construction meetings are requested, these can be provided as extra services on a T&M basis or negotiated separately as an additional fixed fee.

TOTAL PROPOSED FEE = \$ 98,750 (see attached sheet for breakdown).

Conditions/Exclusions: This proposal does not include the following: Civil engineering, SWPPP, geotechnical investigations, hazardous material investigations, seismic evaluations, permitting efforts related to prior uncertified/unpermitted construction, City/Agency fees, value engineering, or LEED certification. It is also assumed that the City will process/accept a Negative Declaration (no impact) for CEQA.

To Be Provided by District: Geotechnical Report, hazardous material reports, applicable District standards, access to the site as required.

Proposed fee as noted above shall be billed each month based on percentage of completion.

In the event of termination, suspension, or abandonment of the project, the KBZ shall be equitably compensated for services performed. Failure of Oxnard School District to make payments to KBZ in accordance with this agreement shall be considered substantial nonperformance and is sufficient cause for KBZ to either suspend or terminate services. Either KBZ or the AE Group may terminate this agreement after giving no less than seven days' written notice.

Thank you for requesting our services. This proposal is valid for 60 days. If you have any questions please do not hesitate to call.

Very truly yours,

Todd A Jespersen AIA, LEED AP_{BD+C}
Principal Architect

Agreed:

Signature

Printed name

Date

Attached: Fee Breakdown, KBZ Hourly Rate Sheet 2017, Hauer proposal, AE Group proposal, C. Hood & Assoc. proposal, Jacobus & Yuang proposal.

**OSD Transportation Building Expansion - to Completion
Fee Breakdown**

September 29, 2017

	Principal		KBZ Proj. Mgr.		Arch. Assistant		Structural Engineer	M/P Engineer	Electrical Engineer	Cost Estimator	Total
	Hrs	Rate	Hrs	Rate	Hrs	Rate					
Design Development Phase (Estimate)											
100% DD Estimate	2	\$180		\$140	2	\$115	\$0	\$0	\$0	\$5,600	\$6,190.00
											\$590.00
Construction Document Phase											
50% Construction Docs/Review	16	\$180	20	\$140	40	\$115	\$7,600	\$8,500	\$14,500	\$8,200	\$66,940.00
100% Construction Docs/Review	16	\$180	20	\$140	40	\$115					\$10,280.00
(2) CD Review Meetings/Minutes	4	\$180		\$140	4	\$115					\$1,180.00
City Bldg & Safety pkg. & process	2	\$180	16	\$140	8	\$115					\$3,520.00
Specifications/Project Manual	16	\$180		\$140		\$115					\$2,880.00
Bid/Negotiate Phase											
Pre-Bid Conference/Job Walk/Minutes	2	\$180		\$140	2	\$115	\$0	\$0	\$0	\$0	\$2,410.00
RFI Responses/Addenda	4	\$180		\$140	4	\$115					\$590.00
Bid Opening/Tabulation	1	\$180		\$140		\$115					\$1,460.00
Evaluations/Assessment	1	\$180		\$140		\$115					\$180.00
											\$180.00
Construction Administration Phase											
Resolution of Construction Issues/Misc	4	\$180		\$140		\$115	\$1,500	\$1,400	\$1,500	\$0	\$12,770.00
Construction Meetings (6)		\$180	12	\$140	6	\$115					\$720.00
Resolution of Construction Issues	2	\$180	4	\$140	8	\$115					\$2,370.00
RFI's / Submittals		\$180	8	\$140		\$115					\$1,840.00
Metal Building Deferred Appr. Review		\$180	8	\$140		\$115					\$1,120.00
Closeout Doc Review	2	\$180	2	\$140		\$115					\$1,120.00
Punch List		\$180	4	\$140		\$115					\$640.00
											\$560.00
Closeout Phase											
Punch List Completion Confirmation	1	\$180	2	\$140		\$115	\$0	\$0	\$0	\$0	\$740.00
Close-Out Doc review		\$180	2	\$140		\$115					\$460.00
							\$9,100	\$9,900	\$16,000	\$13,800	\$280.00
											\$89,050.00

Total Fees:

** All City/Agency Fees by District

LLA/Planning Dept Issues (Stantec):

Reimbursable Allowance:

Total Proposed Fee:	\$98,750.00
----------------------------	--------------------

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/10/18

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

Ratification of Credit Change Order #1 to Agreement #18-34 with Ardalan Construction Company, Inc. for Asphalt Paving 2018- Various Sites (Penanhoat/Fateh)

On June 20, 2018, the Board approved the Award of Formal Bid #17-05 and authorized the Approval of Agreement #18-34 for Asphalt Paving 2018- Various Sites project in the amount of \$413,880.00. Upon commencement of construction the project team encountered unforeseen conditions during the demolition activity which required modifications to the scope of work and overall reduction of work to address conditions encountered during the demolition phase.

Change Order #1 in the deductive amount of \$116,942.35, with an additional 45 excusable non-compensable calendar days has been negotiated with Ardalan Construction Company, Inc. The revised contract amount would be \$296,937.65. The additional 45 days are for the purpose of applying surface seal coats at the Chavez playground which was added via Addendum #1, as well as to perform corrective work and address punch list items. Credit Change Order #1 represents a net decrease of 28.3% to the original contract amount.

FISCAL IMPACT:

Credit of \$116,942.35 back to Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify 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.

ADDITIONAL MATERIALS:

- Attached:** Credit Change Order #1 (21 pages)
- Agreement #18-34, Ardalan Construction Company, Inc. (2 pages)



CHANGE ORDER

Date: 9/5/2018

CREDIT CHANGE ORDER NO. 1

**PROJECT: Asphalt Paving 2018- Various Sites
O.S.D. BID No.17-05
O.S.D. Agreement No. 18-34**

**OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030**

ARCHITECT: N/A

**CONTRACTOR: Ardalan Construction Company, Inc.
8 E. Gainsborough Road
Thousand Oaks, CA 91360**

Attn: Teo Barragan

**Architects Proj. No.: N/A
D.S.A. File No.: N/A
D.S.A. App. No.: N/A**

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.....	\$413,880.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 0.00
ADJUSTED CONTRACT SUM.....	\$413,880.00
NET CHANGE – This change order	- (\$116,942.35)
<hr/>	
Total Change Orders to Date:	- (\$116,942.35)
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 1.....	\$296,937.65
Commencement Date:	6/25/18
Original Completion Date:	7/24/18
Time Extension for all Previous Change Orders:	0 days
Time Extension for this Change Order: ... (excusable, non-compensable).....	45 days
Adjusted Completion Date:	9/7/18
Percentage	28.3% decrease

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COP-1: AC Paving demolition with petromat	\$7,577.58			
2.	COP-2: Demo existing fence footings	\$3,630.44			
3.	COP-3: Additional striping at Sierra Linda	\$850.43			
4.	COP-4: Additional grading at unsuitable soil	\$2,211.11			
5.	COP-5: Additional concrete-Chavez alley way	\$3,448.62			
6.	COP-6: Additional perimeter fence at Chavez	\$7,981.09			
7.	COP-7: Scope reduced- McAuliffe playground	- \$142,641.62			
	Totals	- \$116,942.35			

Total Change Order No. 1 - (\$ 116,942.35)

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASSISTANT SUPT. BUSINESS & FISCAL SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

DIRECTOR OF FACILITIES: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST.SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



Project: 2018 ASPHALT PAVING AT VARIOUS SCHOOL SITES
 Owner: Oxnard School District (OSD)

COP #	Description Summary	Amount
1	AC Paving Demolition with Petromat	\$ 7,577.58
2	Demo (e) Fence Footings	\$ 3,630.44
3	Sierra Linda Additional Striping	\$ 850.43
4	Additional Grading at Unsuitable Soil	\$ 2,211.11
5	Additional Concrete Along Alley Way	\$ 3,448.62
6	Added Chain Link Fencing	\$ 7,981.09
7	Scope Reduction from McAuliffe School	\$ (142,641.62)
Total Change Orders:		\$ (116,942.35)

Item	Amount	Notes
McAuliffe	\$ 220,580.00	\$52,038.38 of work was completed
McAuliffe	\$ 25,900.00	work completed
Chavez Ba	\$ 125,350.00	work completed
Chave Alt.	\$ 29,500.00	work completed
McKinna	\$ 11,100.00	work completed
Ritchen	\$ 39,600.00	work completed
Sierra Lind	\$ 17,250.00	work completed
Total PO Amount:	\$ 413,880.00	

Balance for McAuliffe \$ 142,641.62



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

School Name:	VARIOUS SCHOOL SITES	Date:	August 21, 2018
Project Name:	2018 ASPHALT PAVING AT VARIOUS SCHOOL SITES	COP Number:	1
To:	ORLANDO DE LEON, Facilities Project & Sustainability/Energy Manager	Contract Number:	18-34
From:	ARDALAN CONSTRUCTION CO. INC.	Bid Number:	17-05

Description of Work:

During demolition we discovered the existing asphalt contained two layers of petromat material, deeming the asphalt not recyclable. This COP is for the added cost of dumping asphalt with petromat.

A. Subcontractor Cost of the Work:			
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
		Subtotal A:	\$ -
B. Contractor Cost of the Work:			
	Subcontractor Mark Up 5%:	\$	-
Payroll Costs (See attached supporting documentation)	\$	2,040.00	
Materials and Equipment (See attached supporting documentation.)	\$	4,420.00	
Consultant Costs (See attached supporting documentation.)	\$	-	
Supplemental Costs (See attached supporting documentation.)	\$	-	
		Subtotal B:	\$ 6,460.00
C. Contractor Fee: (As per General Conditions)			
	15% GC Work Only	Subtotal C:	\$ 969.00
	2% Bond Fee	Subtotal D:	\$ 148.58
		Total:	\$ 7,577.58

The proposal would Increase Decrease the Contract Time by calendar days.

The proposal does NOT affect the Contract Time.

<i>Teo Barragan</i>	Teo Barragan, Project Manager	August 21, 2018
Contractor's Signature ARDALAN CONSTRUCTION CO. INC.	Printed Name & Title	Date

Quotation



Attn: Teo 805-496-7310 teo@ardalancc.com

Quote Name: 301 N MARQUITA ST - OXNARD
Quote #: 541481

ARDALAN CONSTRUCTION CO INC
8 GAINSBOROUGH RD
THOUSAND OAKS, CA 91360
Acct#: 213446

301 N MARQUITA ST - OXNARD
SAT-6
OXNARD, CA 93030

Date:	Thursday, July 12, 2018	Sales Rep :	Bianca Jones
Quote Created:	Tuesday, June 26, 2018		16013 E. Foothill Blvd.
Effective From:	Tuesday, June 26, 2018	Phone:	IRWINDALE, CA 91702
Quote Expiration:	Thursday, July 26, 2018	Fax :	(626)633-4248
Price Expiration:	Thursday, July 26, 2018	Email:	jonesbi@vmcmail.com

Special Instructions:

**HMA price is based on \$409.60 per ton of liquid asphalt (Crude Oil). Any change in liquid asphalt of \$5.00 or greater will be billed to the customer at \$0.30 per ton for every \$5.00 increase. (For Example: If oil is at \$500.00 and goes up to \$505.00, you would add \$0.30 to the current material price.)

***** CLEAN AC GRINDING DUMPS are billed @ \$30.00 per load & are based on space availability and purchase of a equal amount of asphalt.**

***** | AC GRINDING DUMPS WITH PETROMAT are billed @ \$200.00 per load & are based on space availability and purchase of a equal amount of asphalt.**

<u>ASPHALT</u>						
Plant	Product Name	Product #	QtyU/M	FOB Plant	Haul Rate	Delivered
SATICOY HMA	ST1/2 MM PG64-10	320807	250 Tons	\$59.00	5.43	\$64.43
SATICOY HMA	ASPH DUMP	8LAF1	1 Loads	\$30.00	0.00	



Other Charges

Environmental Fee -Agg & Asphalt at \$6.00 / Load

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____

Date: _____

Sales Representative: _____

Date: _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived. Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <http://www.marsh.com/moi/client-D156/>

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its West Division in Los Angeles, California, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

School Name:	VARIOUS SCHOOL SITES	Date:	August 21, 2018
Project Name:	2018 ASPHALT PAVING AT VARIOUS SCHOOL SITES	COP Number:	2
To:	ORLANDO DE LEON, Facilities Project & Sustainability/Energy Manager	Contract Number:	18-34
From:	ARDALAN CONSTRUCTION CO. INC.	Bid Number:	17-05

Description of Work:

During demolition we discovered existing footings below the asphalt along the alley way. These footings land within the new fence layout and will need to be removed and hauled away. This COP is to excavate, break, load and haul away the existing footings.

A. Subcontractor Cost of the Work:

	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	Subtotal A:	\$ -

B. Contractor Cost of the Work:

	Subcontractor Mark Up 5%:	\$ -
Payroll Costs (See attached supporting documentation)	\$ 2,720.00	
Materials and Equipment (See attached supporting documentation.)	\$ 375.00	
Consultant Costs (See attached supporting documentation)	\$ -	
Supplemental Costs (See attached supporting documentation.)	\$ -	
	Subtotal B:	\$ 3,095.00

C. Contractor Fee: (As per General Conditions)

15% GC Work Only	Subtotal C:	\$ 464.25
2% Bond Fee	Subtotal D:	\$ 71.19
	Total:	\$ 3,630.44

The proposal would Increase Decrease the Contract Time by calendar days.

The proposal does NOT affect the Contract Time.

<i>Teo Barragan</i>	Teo Barragan, Project Manager	August 21, 2018
Contractor's Signatu ARDALAN CONSTRUCTION CO. INC.	Printed Name & Title	Date



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

School Name:	VARIOUS SCHOOL SITES	Date:	August 21, 2018
Project Name:	2018 ASPHALT PAVING AT VARIOUS SCHOOL SITES	COP Number:	4
To:	ORLANDO DE LEON, Facilities Project & Sustainability/Energy Manager	Contract Number:	18-34
From:	ARDALAN CONSTRUCTION CO. INC.	Bid Number:	17-05

Description of Work:

After demolition of the asphalt work, there were a few areas of the existing subgrade that were not in good conditions, we needed to remove the soil, set it aside, recompact and put back in lifts to make sure we provide the maximum compaction needed.

A. Subcontractor Cost of the Work:

_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
	Subtotal A:	\$ -

B. Contractor Cost of the Work:

	Subcontractor Mark Up 5%:	\$ -
Payroll Costs (See attached supporting documentation)	\$ 1,360.00	
Materials and Equipment (See attached supporting documentation)	\$ 525.00	
Consultant Costs (See attached supporting documentation.)	\$ -	
Supplemental Costs (See attached supporting documentation)	\$ -	
	Subtotal B:	\$ 1,885.00

C. Contractor Fee: (As per General Conditions)

15% GC Work Only	Subtotal C:	\$ 282.75
2% Bond Fee	Subtotal D:	\$ 43.36
	Total:	\$ 2,211.11

The proposal would Increase Decrease the Contract Time by calendar days.

The proposal does NOT affect the Contract Time.

<u>Teo Barragan</u> Contractor's Signatu ARDALAN CONSTRUCTION CO. INC.	<u>Teo Barragan, Project Manager</u> Printed Name & Title	<u>August 21, 2018</u> Date
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8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

School Name:	VARIOUS SCHOOL SITES	Date:	August 21, 2018
Project Name:	2018 ASPHALT PAVING AT VARIOUS SCHOOL SITES	COP Number:	5
To:	ORLANDO DE LEON, Facilities Project & Sustainability/Energy Manager	Contract Number:	18-34
From:	ARDALAN CONSTRUCTION CO. INC.	Bid Number:	17-05

Description of Work:

Per District's request, we are to remove the existing dirt next to the existing fence line in the alley way and provide new concrete. This COP is to remove dirt, haul away debris, form, compact subgrade and pour new concrete.

A. Subcontractor Cost of the Work:

_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
	Subtotal A:	\$ -

B. Contractor Cost of the Work:

	Subcontractor Mark Up 5%:	\$ -
Payroll Costs (See attached supporting documentation)	\$ 2,380.00	
Materials and Equipment (See attached supporting documentation)	\$ 560.00	
Consultant Costs (See attached supporting documentation)	\$ -	
Supplemental Costs (See attached supporting documentation)	\$ -	
	Subtotal B:	\$ 2,940.00

C. Contractor Fee: (As per General Conditions)

15% GC Work Only	Subtotal C:	\$ 441.00
2% Bond Fee	Subtotal D:	\$ 67.62
	Total:	\$ 3,448.62

The proposal would Increase Decrease the Contract Time by calendar days.

The proposal does NOT affect the Contract Time.

<i>Teo Barragan</i> Contractor's Signature	Teo Barragan, Project Manager Printed Name & Title	August 21, 2018 Date
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8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

School Name:	VARIOUS SCHOOL SITES	Date:	August 21, 2018
Project Name:	2018 ASPHALT PAVING AT VARIOUS SCHOOL SITES	COP Number:	6
To:	ORLANDO DE LEON, Facilities Project & Sustainability/Energy Manager	Contract Number:	18-34
From:	ARDALAN CONSTRUCTION CO. INC.	Bid Number:	17-05

Description of Work:

This COP is for the following: Remove and install approx. 175ft of 8ft high chain link fence along Gloria Court, clean and galvanize spray paint fencing where damaged by fire, replace loop caps and top rail as needed.

A. Subcontractor Cost of the Work:

Magnum Fence	\$	7,452.00	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	Subtotal A: \$ 7,452.00

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	\$	-	
Materials and Equipment (See attached supporting documentation.)	\$	-	
Consultant Costs (See attached supporting documentation.)	\$	-	
Supplemental Costs (See attached supporting documentation.)	\$	-	
			Subtotal B: \$ -

C. Contractor Fee: (As per General Conditions)

15% GC Work Only			Subtotal C: \$ -
2% Bond Fee			Subtotal D: \$ 156.49
			Total: \$ 7,981.09

The proposal would Increase Decrease the Contract Time by calendar days.

The proposal does NOT affect the Contract Time.

<i>Teo Barragan</i>	Teo Barragan, Project Manager	August 21, 2018
Contractor's Signature ARDALAN CONSTRUCTION CO. INC.	Printed Name & Title	Date

Magnum Fence and Security Inc.

Lic # 719567

1070 N. Ventura Ave Ventura, CA 93001 (805) 641 3656 Fax (805) 641 3606

PROPOSAL

Date: July 18, 2018

Orlando De Leon

Project Manager Oxnard School District

P 805 385 1514 x 2505, C 805 513 2849, odeleon@oxnardsd.org

RE: Cesar Chavez School Back Fence Line

Orlando:

Thank you for the opportunity to quote on removing and installing approximately 175ft of 8ft tall chainlink fence along Gloria Court. Fence runs from the corner of Gloria court and heads east to the fence demo'd out by the asphalt contractor. Proposal is based on our job walk and is as follows:

Magnum Fence to remove chainlink and haul it away. We will clean and galvanized spray paint four (4) posts that were damaged by the fire. We will replace the 'Loop Caps' on those posts and replace two (2) sections of 1 5/8-inch OD sch40 top rail. New tension wire to be installed.

1. Prevailing wages to be paid to workers. Magnum Fence DIR number is 1000010033.
2. All replacement material to be galvanized and school grade.
3. Chainlink to be 2-inch mesh 9gauge, 8 foot tall. Both selvages to be knuckled.
4. Existing posts to be cut so the new chainlink is approximately 2 inches off the curb.
5. No repairs to the existing posts to be made.
6. The existing 6ft tall gate to be removed. Districts choice on disposal.

Installed price including labor, material and taxes: \$7,452.00

Please let me know if you have any questions

Regards,

Ralph J. Coolman

Ralph J. Coolman

Quote good for 30 days. Work to be completed in a workmanship like manner following standard industry practices. Notify crew of any underground utilities

Acceptance of Proposal.

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be due upon completion of the job.

Signature

Date



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

School Name:	VARIOUS SCHOOL SITES	Date:	August 21, 2018
Project Name:	2018 ASPHALT PAVING AT VARIOUS SCHOOL SITES	COP Number:	7
To:	ORLANDO DE LEON, Facilities Project & Sustainability/Energy Manager	Contract Number:	18-34
From:	ARDALAN CONSTRUCTION CO. INC.	Bid Number:	17-05

Description of Work:

This is deductive change order to remove the scope of work from Area 2. This work includes crackfill, asphalt sealer, asphalt patchwork and re-striping. Cost of work in Area 1 is shown to reflect final cost deduction amount.

A. Subcontractor Cost of the Work:

	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	Subtotal A:	\$	-

B. Contractor Cost of the Work:

Total Costs (See attached supporting documentation.)	\$	(142,641.62)	
Materials and Equipment (See attached supporting documentation.)	\$	-	
Consultant Costs (See attached supporting documentation.)	\$	-	
Supplemental Costs (See attached supporting documentation.)	\$	-	
	Subtotal B:	\$	(142,641.62)

C. Contractor Fee: (As per General Conditions)

Subtotal C: _____
Subtotal D: _____
Total: \$ (142,641.62)

The proposal would Increase Decrease the Contract Time by calendar days.

The proposal does NOT affect the Contract Time.

<i>Teo Barragan</i> Contractor's Signature	Teo Barragan, Project Manager Printed Name & Title	August 21, 2018 Date
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SECTION 00310

AGREEMENT #18-34

THIS AGREEMENT is made this 20th day of June, 2018, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and Ardalan Construction Company, Inc., hereinafter called the "Contractor", with a principal place of business located at 8 E. Gainsborough Road, Thousand Oaks, CA 91360.

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

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

Bid #17-05
Asphalt Paving 2018 – Various Sites

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

1.02 Contract Time.

A. Final Completion of the Work. The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **twenty-nine (29) consecutive calendar days** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of Four Hundred Thirteen Thousand Eight Hundred Eighty Dollars and No Cents (\$413,880.00). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

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

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

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

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

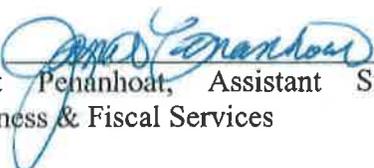
IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

**ARDALAN CONSTRUCTION
COMPANY, INC.:**

OXNARD SCHOOL DISTRICT,
a California School District

893121
(Contractor's License Number)

By: 
Janet Penanhoat, Assistant Superintendent,
Business & Fiscal Services

By: 
Name: MOZI ARDALAN
Title: PRESIDENT
(Corporate Seal)

END OF SECTION

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/10/18

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

Ratification of Field Contract #FC-P19-01353 – R. Jensen Co., Inc. (Penanhoat/Fateh)

Proposals were solicited for Field Contract #FC-P19-01353, Tear Down and Relocation of two (2) Portables at the Harrington Early Child Development Center, pursuant to the Uniform Public Construction Cost Accounting Act. Three (3) proposals were received on Monday, August 27, 2018.

It is requested that the Board of Trustees ratify 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.

FISCAL IMPACT:

\$23,000.00 – Master Construct and Implementation Funds

RECOMMENDATION:

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., in the amount of \$23,000.00.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P19-01353, R. Jensen Co., Inc. (3 Pages)

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

Project No.: FC-P19-01353

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

THIS CONTRACT is made as of 8/30/18, between **R. Jensen Company** ("Contractor") and the Oxnard School District ("District" and, together with Contractor, "the Parties").

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Twenty-Three Thousand Dollars (\$23,000.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSAL DATED 8/27/18.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin on September 6, 2018 & be completed by the end of the day September 17, 2018.**

D. The Parties agree that damages for Contractor's failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading "**General Conditions**".

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<input checked="" type="checkbox"/> Scope of Work	<input checked="" type="checkbox"/> Subcontractor List	<input type="checkbox"/> Performance/Payment Bonds
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Certificates/Liability Insurance	<input checked="" type="checkbox"/> Purchase Order No. <u>P19-01353</u>
<input type="checkbox"/> Drawings	<input checked="" type="checkbox"/> Certificates/Workers Compensation Insurance	<input checked="" type="checkbox"/> Proposal dated <u>8/27/18</u>
<input type="checkbox"/> Supplemental Conditions		<input checked="" type="checkbox"/> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

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

Firm Name <u>R. Jensen Co. Inc</u>	Date <u>9/4/2018</u>
Signature <u>[Signature]</u>	Telephone <u>(951) 479-5471</u>
Title <u>President</u>	Fax No. <u>(951) 479-5472</u>
Firm Address <u>538 Sixth St. Norco 92860</u>	Contractor's License No. <u>353856</u>
	Fax No. <u>(951) 479-5472</u>
	License Class <u>A,B,C-10</u>
	Tax I.D. No. <u>56-2300269</u>

FOR DISTRICT USE ONLY

Project Manager <u>David Fateh, Director of Facilities</u>	Date <u>9-11-18</u>
Signature <u>[Signature]</u>	Funding Source _____

GENERAL CONDITIONS

1. **WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
2. **JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
3. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
4. **DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
5. **TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, or damages on the uncompleted work.
6. **DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
7. **EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
8. **TIME:** Time is of the essence in the performance of this contract.
9. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
10. **SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
11. **PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
12. **APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
13. **PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1775 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
14. **HEALTH AND SAFETY:**
 - a. **Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at one hundred dollars per day for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
 - b. **Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - c. **Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - d. **Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
15. **ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PCB), or until the material has been rendered harmless.
16. **MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
17. **PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
18. **DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
19. **HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - a. Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - b. Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such , third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
20. **INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - a. Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - b. Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - c. Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
21. **BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
22. **WORKERS:**
 - a. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - b. Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
23. **SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
24. **CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
25. **PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
26. **OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptance of any part of the work converted by this contract for small occupancy existed the date specified for completion.
27. **ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
28. **BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
29. **PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the retention amount allowed by law for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
30. **ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
31. **INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
32. **CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project site is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
33. **CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
34. **INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
35. **CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
36. **NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
37. **ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
38. **CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
39. **SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
40. **KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
41. **FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.

PROPOSAL AND AGREEMENT



R. JENSEN COMPANY

538 Sixth St.

Norco Ca, 92860

Phone: 951-479-5471 Fax: 951-479-5472

License B-1/C-10 #353856 E-mail: rjensencompany@aol.com

DIR #1000000522

TO: Oxnard School District
ATTN: Teo Barragan
Project: Harrington ES

Date: 8/27/2018

We hereby propose to furnish the materials and perform the labor for the following:

Scope of Proposal:

Tear down (2) 24' x 40' portable classrooms, relocate on site and reset on new wood foundations with existing ramps, skirting and vents included.

TOTAL PRICE: \$23,000.00

EXCLUSIONS

- All utilities (power, low voltage, water etc.) to be disconnected by others. (Not included)
- Any asphalt or concrete removal needed to dismantle buildings is by others. (Not included)
- Painting is by others. (Not included)
- Any modifications or repair to the existing ramps is by others. (Not included)
- Path of travel to be provided by others, fence removal and replacement etc. (Not included)
- Closure panels if needed are by others. (Not included)
- GC to provide dumpsters for disposal of any waste materials. (foundations, skirting etc.)
- GC to mark corners and set elevations for building placement at new locations.
- Buildings to be relocated must be structurally strong enough to move by trucking.

Payment to be made as follows: Net (30) days...No retention held.

ACCEPTANCE OF PROPOSAL

The above prices and specifications are found satisfactory and are hereby accepted. I, authorize R. Jensen Company, Inc., to perform the work as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All labor is guaranteed for one year after the completion date and all materials are guaranteed as specified. This proposal may be withdrawn by us if not accepted within 30 days. Payments will be made as outlined above.

Signature _____

Date _____

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 10, 2018

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

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

SECTION D: ACTION _____

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

Adoption of Resolution #18-13 – Biennial Review of Conflict of Interest Code (Penanhoat)

Public agencies, including school district governing boards, are required to adopt a Conflict of Interest Code in compliance with Government Code Sections 87300-87313. Oxnard School District adopted a Conflict of Interest Code that was approved by the Ventura County Board of Supervisors on March 22, 1977. Government Code Section 87306.5 requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if the code must be amended. The Administration reviewed the District’s Conflict of Interest Code, including the list of designated employees and disclosure categories, and made the following revisions:

1. Language was revised in E 9270 to include additional designated positions.
(Revised/added language is indicated by italicized font and deleted language is indicated in strikethrough.)

The revised E 9270 is on tonight’s agenda for adoption after second reading. BB 9270 states that “*The Board shall adopt a resolution that specifies the terms of the district’s conflict of interest code, the district’s designated positions, and the disclosure categories required for each position.*” Resolution #18-13 is presented herewith for the Board’s adoption of the revisions to said Code. These changes will be forwarded to the County Clerk of the Board’s office once the revised policy is adopted.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution #18-13 incorporating the revisions through the Oxnard School District’s Biennial Review of Conflict of Interest Code as presented.

ADDITIONAL MATERIAL

Attached: Resolution #18-13 (2 pages)
 BB 9270 (6 pages)
 E 9270 (3 pages)

RESOLUTION #18-13

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ADOPTING REVISIONS THROUGH THE BIENNIAL REVIEW OF CONFLICT OF INTEREST CODE

WHEREAS, public agencies, including school district governing boards, are required to adopt a Conflict of Interest Code in compliance with Government Code Sections 87300-87313; and

WHEREAS, Oxnard School District adopted a Conflict of Interest Code that was approved by the Ventura County Board of Supervisors on March 22, 1977; and

WHEREAS, District elected officials, including Board members and designated employees, shall adhere to the district's Conflict of Interest Code; and

WHEREAS, Government Code Section 87306.5 requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if the code must be amended; and

WHEREAS, the Administration has reviewed the District's code in keeping with said requirement and presents the revisions herewith for the Board's approval; and

WHEREAS, Oxnard School District Board Bylaws state that the Board shall adopt a Resolution that specifies the terms of the District's Conflict of Interest Code, the District's Designated positions, and the disclosure categories required for each position, and said terms are incorporated herewith by reference;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District has received the revisions through the Biennial Review of the Conflict of Interest Code and agrees that all designated employees shall adhere to the District's Conflict of Interest Code as set forth herein.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 10th day of October, 2018.

Signed:

President of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

CLERK'S CERTIFICATE

I, Ernie "Mo" Morrison, Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #18-13 adopted at a regular meeting place thereof on the 10th day of October, 2018, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said board meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: October 10, 2018

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

Oxnard SD | BB 9270 Board Bylaws

Conflict Of Interest

The Board of Trustees desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.

(cf. 9005 - Governance Standards)

The Board shall adopt a resolution that specifies the terms of the district's conflict of interest code, the district's designated positions, and the disclosure categories required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body.

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment. (Government Code 87302, 87500)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member or designated employee shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" on one or more of the Board member's or designated employee's "economic interests," unless the effect is indistinguishable from the effect on the public generally or the Board member's or designated employee's participation is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member or designated employee makes a governmental decision when, acting within the authority of his/her office or position, he/she votes on a matter, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district. (2 CCR 18702.1)

A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying

conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)

Additional Requirements for Boards that Manage Public Investments

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18702.5)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

Conflict of Interest under Government Code 1090

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the district is barred from entering into the contract. (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)

A Board member shall not be considered to be financially interested in a contract if his/her interest is a "noninterest" as defined in Government Code 1091.5. One such noninterest is when a Board member's spouse/registered domestic partner has been a district employee for at least one year prior to the Board member's election or appointment. (Government Code 1091.5)

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)

Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Rule of Necessity or Legally Required Participation

On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18702.5 Public identification of a conflict of interest for Section 87200 filers

COURT DECISIONS

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Board of Trustees Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Bylaw OXNARD SCHOOL DISTRICT

adopted: November 16, 2011 Oxnard, California

revised: September 19, 2012

CONFLICT OF INTEREST

**Conflict of Interest Code of the
Oxnard School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Trustees members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the enclosed Appendix. Persons holding positions designated in the Appendix shall file Form 700 Statements of Economic Interests with the filing officer specified for that position in said Appendix. The respective filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. **Category 1:** A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. **Category 2:** A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

CONFLICT OF INTEREST (continued)

3. **Full Disclosure:** Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

<u>Designated Position</u>	<u>Disclosure Category</u>	<u>Filing Officer *</u>
Board of Trustees Members	3	COB
Personnel Commission Members	1	OSD
District Superintendent	3	OSD
Deputy/Assistant Superintendent	1	OSD
Director, Pupil Services	2	OSD
Director, Curriculum, Instruction and Accountability	2	OSD
Director, Dual Language Programs	2	OSD
<i>Director, Special Education</i>	2	<i>OSD</i>
Director, English Learner Services	2	OSD
Principals	2	OSD
Chief Information Officer	2	OSD
Director, Facilities	2	OSD
Director, Classified Human Resources	2	OSD
Director, Certificated Human Resources	2	OSD
Director, Child Nutrition Services	2	OSD
Director, Early Childhood Education Programs	2	OSD
Director, Purchasing	2	OSD
Director, Finance	2	OSD
<i>Director, Transportation</i>	2	<i>OSD</i>
Consultants	2	OSD

*COB = County Clerk of the Board; OSD = Oxnard School District

CONFLICT OF INTEREST (continued)

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/10/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

ENROLLMENT REPORT (Penanhoat)

District enrollment as of August 31, 2018 was 16,138. This is 441 less than the same time last year.

FISCAL IMPACT

None.

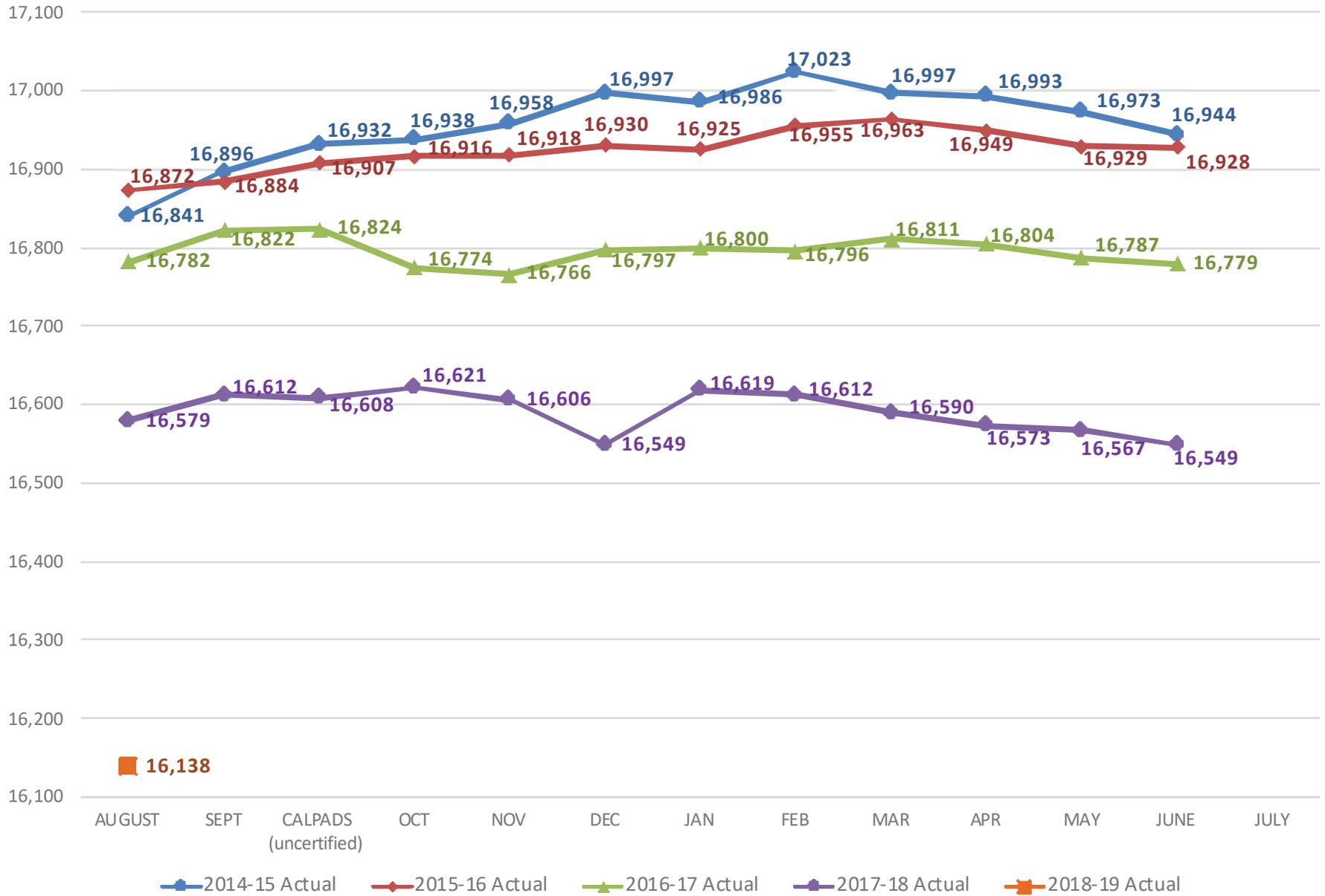
RECOMMENDATION

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



OSD BOARD AGENDA ITEM

Name of Contributor: **Shristie Nair-Villano**

Date of Meeting: **October 10, 2018**

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

Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

Establish

an eight hour 246 day Payroll Technician position number 9176 to be established in the Budget & Finance department. This position will be established due to reorganization of the department.

an eight hour 246 day Payroll Technician position number 9177 to be established in the Budget & Finance department. This position will be established due to reorganization of the department.

an eight hour 246 day Payroll Technician position number 9175 to be established in the Budget & Finance department. This position will be established due to reorganization of the department.

an eight hour 246 day Senior Payroll Technician position number 9178 to be established in the Budget & Finance department. This position will be established due to reorganization of the department.

a five hour and forty five minute 183 day Paraeducator I position number 9192 to be established in the Special Education department. This position will be established to provide additional support.

a one and a half hour 183 day Paraeducator I position number 9165 to be established at McKinna school. This position will be established to provide support in the TK/K class.

Abolish

a five hour and forty five minute Paraeducator II position number 8514 to be abolished in the Special Education department. This position will be abolished due to the lack of work.

an eight hour 246 day Accounting Specialist III position number 8561 to be abolished in the Budget & Finance department. This position will be abolished due to the lack of work.

an eight hour 246 day Electronics Repair Technician position number 187 to be abolished in the Facilities department. This position will be abolished due to the lack of work.

Increase

The following Paraeducator I positions will be increased to provide additional support in the TK/K classes.

- three hour and ten minutes increased to four hour and ten minutes position number 7173 at Elm school
- three hour and ten minutes increased to four hour and ten minutes 7275 at Elm school
- three hour and ten minutes increased to four hour and ten minutes 7169 at Chavez school
- three hour and ten minutes increased to four hour and ten minutes 9158 at Chavez school
- four hour and ten minutes increased to five hour and ten minute position number 7186 at McKinna school
- four hour and ten minutes increased to five hour and ten minute position number 7185 at McKinna school
- three hour and ten minutes increased to five hour and ten minutes position number 9160 at McKinna school
- one and a half hour increased to five hours position number 9165 at McKinna school
- three hour and ten minutes increased to four hour and ten minutes position number 7188 at Ramona school
- three hour and ten minutes increased to four hour and ten minutes position number 7187 at Ramona school
- three hour and ten minutes increased to four hour and ten minutes position number 9155 at Ramona school
- three hour and ten minutes increased to four hour and forty minutes position number 7189 at Ritchen school
- four hour and fifty minutes increased to five hour and twenty minutes position number 7190 at Ritchen school

Reduce

a six hour Paraeducator II position number 461 to be reduced to 5.75 hours in the Special Education department. This position will be reduced due to the lack of work.

FISCAL IMPACT:

Cost for Payroll Technicians - \$245,295 General funds
Cost for Senior Payroll Technician - \$86,823 General funds
Cost for Paraeducator I - \$27,489 Special Education
Cost for Paraeducator I - \$6,955 General funds
Savings for Paraeducator II – \$28,016 Special Education
Savings for Accounting Specialist III – \$80,167 General funds
Savings for Electronics Repair Technician – \$86,823 General funds
Cost for Paraeducator I's at Elm - \$9,332 Site funds
Cost for Paraeducator I's at Chavez - \$9,332 Site funds
Cost for Paraeducator I's at McKinna - \$25,590 Site funds
Cost for Paraeducator I's at Ramona - \$13,998 Site funds
Cost for Paraeducator I's at Ritchen - \$9,541 Site funds
Savings for Paraeducator II – \$16,607 Special Education

RECOMMENDATION:

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the establishment, abolishment, increase, and reduction of the positions as presented.

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca/Shristie Nair-Villano**

Date of Meeting: **October 10, 2018**

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

Personnel Actions (Vaca/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

October 10, 2018

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
Briggs, 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	09/10/2018

Exempt

Ayala, Annabel	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	09/24/2018
	Child Nutrition Worker, Position #2768 Fremont 5.0 hrs./185 days	
Gurrola, Mishael	Site Technology Technician, Position #2198 Sierra Linda 8.0 hrs./246 days	09/17/2018
	Site Technology Technician, Position #2950 Fremont 5.0 hrs./246 days	
Thomas, Elise M	Child Nutrition Worker, Position #2393 Soria 5.0 hrs./185 days	09/24/2018
	Child Nutrition Worker, Position #1176 Lemonwood 5.0 hrs./185 days	
Trevino Sanchez, Lydia	Intermediate School Secretary, Position #1503 Fremont 8.0 hrs./192 days	10/15/2018
	Intermediate School Secretary, Position #6242 Driffill 8.0 hrs./192 days	

Return from Leave of Absence

Navarro, Maria	Child Nutrition Worker, Position #1832 Chavez 5.0 hrs./185 days	09/04/2018
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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
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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

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
Romo, Ryan	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	Marian West	09/18/2018
Vanasse, Roberta	Brekke	09/24/2018

Leave of Absence

Harrel, Lucinda	Teacher	09/04/2018 – 06/14/2018
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Retirement

Wilson, Dorijean	Speech Therapist	11/26/2018
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BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: October 10, 2018

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

Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

- SECTION D: ACTION _____ X
- SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Approval of 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 (Morales/Penanhoat/CFW)

The Oxnard Master Construct and Implementation Program (“Program”) utilizes a variety of funding sources including bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The program also seeks to maximize remaining State aid grants for modernization and new construction of school facilities as State funds become available under the State School Facilities Program (SFP).

The Office of Public School Construction administers the State Allocation Board’s (“SAB”) School Facility Program (“SFP”), which governs the State aid program. Under SFP, funding is allocated on a per pupil basis in accordance with State loading standards for permanent classrooms. The State loading standard is 25 pupils per classroom for grades K-6 and 27 pupils per classroom for grades 7-12. A school district’s eligibility for State funding is determined by a formula that estimates the number of unhoused pupils and assigns available New Construction pupil grants. These grants are used to defray the cost of constructing a sufficient number of permanent classrooms to accommodate unhoused students and/or relieve classroom overcrowding. Each grant must be matched in dollar value by the district using a local funding source (e.g., local bond proceeds); this means that a new construction project deemed eligible for grants by the State will see half of its construction cost met by the SFP.

Section 1859.77.3 of the SFP 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, known as the "use of grants", 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.

FISCAL IMPACT

No identified Fiscal Impact at this time.

RECOMMENDATION

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees adopt 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.

ADDITIONAL MATERIAL

- 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 (2 pages)

RESOLUTION NO. 18-14

RESOLUTION 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

WHEREAS, a school district’s eligibility for New Construction State funding is determined by a formula that estimates the number of unhoused pupils and assigns available New Construction pupil grants for the purpose of constructing facilities to accommodate unhoused pupils and relieve classroom overcrowding;

WHEREAS, the School Facility Program (SFP) allows a funding application to include a “Use of New Construction Grant” request to utilize a classroom loading standard higher than the State standard— but not higher than the maximum standard indicated in the District’s teacher contract—in order to increase the number of pupil grants used to defray the cost of building new classroom facilities; and,

WHEREAS, the Oxnard School District desires to submit a State funding application for the New Seabridge K-5 School Project to be constructed at 4050 West Wooley Road utilizing a “Use of New Construction Grant” request;

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

1. That the Board of Trustees of the Oxnard School District (“Board”) pursuant to Title 2, Code of California Regulations Section 1859.95.1, hereby acknowledges the utility of the “Use of New Construction Grant” funding mechanism in lowering the District’s cost burden of new classroom construction by increasing the number of State pupil grants used to fund said construction; and
2. That the Board, pursuant to the same Title 2, Code of California Regulations Section 1859.95.1, hereby acknowledges that requesting this funding mechanism does not increase the overall number of eligible State pupil grants allocated to the District, and that any grants reassigned to the New Seabridge K-5 School Project must be diverted from another project that would otherwise use those grants to defray construction costs; and,
3. That the Board directs the District Superintendent, in consultation with Caldwell Flores Winters, Inc., to prepare a State grant application for the New Seabridge K-5 School Project for submission to OPSC that contains a “Use of New Construction Grant” request; and
4. That the District certifies as defined in Education Code Section 17368 that it houses or will house the pupils receiving grants in the project in school buildings by utilizing district loading standards that do not exceed the loading standards stipulated in the teacher contract at the time of funding application submission; and
5. That the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the funding application

for the New Seabridge K-5 School Project to be submitted to the appropriate State agencies at the soonest possible date; and

6. That this Resolution shall take effect immediately upon its passage; and
7. That the District Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this 10th day of October, 2018, by the following vote:

Board of Trustees:	Aye:	Nay:	Abstention:	Absence:
President Cordes:				
Clerk Morrison:				
Trustee O'Leary:				
Trustee Robles-Solis:				
Trustee Madrigal Lopez:				

Debra M. Cordes
President of the Board of Trustees
Oxnard School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on October 10, 2018.

Ernest "Mo" Morrison
Clerk of the Board of Trustees
Oxnard School District

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: October 10, 2018

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

Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

SECTION D: ACTION _____

X

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

Approval of 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 (Morales/Penanhoat/CFW)

The Oxnard School District’s (District) Master Construct and Implementation Program (Program) utilizes a variety of funding sources including bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The program also seeks to maximize remaining State aid grants for modernization and new construction of school facilities as State funds become available under the State School Facilities Program (SFP).

As part of the District’s Program, the New Seabridge School Project includes the construction of a new K-5 school at 4050 West Wooley Road. The District intends to submit funding applications to the State of California for the New Seabridge School Project as eligible.

The Office of Public School Construction (OPSC) administers the State Allocation Board’s (SAB) SFP, which governs the State aid program. The OPSC has received project funding applications which are requesting SFP grant amounts in excess of the State’s current Bond authority to fund New Construction projects. New Construction applications received are now entered into the “Applications Received Beyond Bond Authority List”. The process identified is not currently in effect for Modernization projects.

All New Construction applications received on or after September 12, 2018 are subject to the regulations and processing procedures as outlined in SFP Regulations Section 1859.95 and 1859.95.1 "Acceptance of Applications When Funding is Unavailable". After applications are received and date stamped, the OPSC will review the application to confirm all required documents are included. Application packages that include all required documentation are identified as Approved Applications.

Approved Applications will then be placed on the "Applications Received Beyond Bond Authority 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 the district is required to adopt a resolution acknowledging the "Applications Received Beyond Bond Authority List".

The attached resolution acknowledges that SFP bond authority is currently exhausted for the funds being requested and that the State is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding.

FISCAL IMPACT

No identified Fiscal Impact at this time.

RECOMMENDATION

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees adopt 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.

ADDITIONAL MATERIAL

- 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 (2 pages)

RESOLUTION NO. 18-15

RESOLUTION 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

WHEREAS, the Board of Education ("School Board") has determined that school facilities within the Oxnard School District (the "District"), within Ventura County need to be constructed; and

WHEREAS, the New Seabridge School Project includes the construction of a new K-5 school at 4050 West Wooley Road; and

WHEREAS, the Oxnard School District intends to submit funding applications to the State of California for the New Seabridge School Project as eligible; and

WHEREAS, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

Pursuant to title 2, Code of California Regulations section 1859.95.1, the School Board of the Oxnard School District hereby acknowledges the following:

(1) the Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.

(2) the Board acknowledges that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding.

(3) the Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the applications being submitted.

(4) the Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's Approved Applications may be returned.

(5) the Board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities.

BE IT FURTHER RESOLVED, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the New Seabridge School funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage; and

BE IT FURTHER RESOLVED, that the District’s Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this 10th day of October, 2018, by the following vote:

Board of Trustees:	Aye:	Nay:	Abstention:	Absence:
President Cordes:				
Clerk Morrison:				
Trustee O’Leary:				
Trustee Robles-Solis:				
Trustee Madrigal Lopez:				

Debra M. Cordes
 President of the Board of Trustees
 Oxnard School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on October 10, 2018.

Ernest “Mo” Morrison
 Clerk of the Board of Trustees
 Oxnard School District

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/10/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

Approval of Contractor Contingency Allocation No. 005 to Construction Services Agreement #17-117 with Bernards Bros. Inc. for the Marshall New Classroom Building Project (Penanhoat/Fateh/CFW)

The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan first adopted in January 2013, calls for the construction of the new classroom building at Marshall School (“Project”). The Project includes the construction of a new school building at the existing Marshall School site.

During the Regular Meeting of August 23, 2017, the Board of Trustees Approved Item C-12, the Construction Services Agreement between the Oxnard School District and Bernards for the Project. During that Meeting, the inclusion of a Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$345,932.00) Contractor Contingency was explained. The Contractor Contingency is for payment of very specific items of Work: (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 with 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.

Contractor Contingency Allocation No. 005 provides for the Board’s approval of six (6) items of cost agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency. Contractor Contingency Allocation No. 005 will not increase Contract Time.

FISCAL IMPACT

Contractor Contingency Allocation No. 005 will be a **COST** to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of **Twenty-Three Thousand Thirty Dollars and No Cents (\$23,030.00)** to be paid out of the Master Construct and Implementation Funds.

The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Marshall New Classroom Building Project. The remaining Contractor Contingency balance after Allocation No. 005 will be One Hundred Sixty-Five Thousand Five Hundred Ninety-Five Dollars and Zero Cents (\$165,595.00).

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 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.

ADDITIONAL MATERIAL

Attached:

- *Contractor Contingency Allocation No. 005, Bernards Bros. Inc. (2 Pages)*
- *CAR No. 32 RO – CCD 14 Remove and Replace F Line (28 Pages)*
- *CAR No. 42 RO – Expedited Schedule thru 4/28/18 (12 Pages)*
- *CAR No. 43 RO – Add 520 studs at elevator and drinking fountain per SEOR #6 (15 Pages)*
- *CAR No. 44 RO – SEOR Field add studs to beams (12 Pages)*
- *CAR No. 45 RO - Per RFI 222 – Weld (5) plate straps (13 Pages)*
- *CAR No. 55 RO – CCD 18 & RFI 211 – add (4) plate straps at elevator (19 Pages)*
- *Construction Services Agreement # 17-117, Bernards Bros. Inc. (115 Pages)*



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: October 10, 2018

CONTRACTOR CONTINGENCY ALLOCATION NO. 005

PROJECT: MARSHALL NEW CLASSROOM BUILDING
O.S.D. BID No. N/A
O.S.D. Agreement No.17-117

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT CSDA Design Group
 4061 Glencoe Ave., Suite B
 Marina Del Rey, CA 90292

CONTRACTOR:

Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 1534.01
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116806

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	345,932.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	157,307.00
ADJUSTED CONTINGENCY SUM	\$	188,625.00
NET CHANGE	\$	23,030.00
<hr/>		
Total Contingency Allocations to Date:	\$	180,337.00
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 005.....	\$	165,595.00

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	CAR No. 32RO – CCD 14 Remove and Replace F line			\$1,549	
2.	CAR No. 42RO – Expedited Schedule thru 4/28/18				\$6,602
3.	CAR No. 43RO – Add 520 studs at elevator and drinking fountain per SEOR #6			\$11,233	
4.	CAR No. 44RO – SEOR Field add studs to beams			\$1,248	
5.	CAR No. 45RO – Per RFI 222 – weld (5) plate straps			\$881	
6.	CAR No. 55R1 – CCD 18 & RFI 211 add (4) plate straps at elevator			\$1,517	
	Totals			\$16,428	\$6,602

Total Contractor Contingency Allocation Approval No. 005 \$ 23,030.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

ASSISTANT SUPERINTENDENT, BUSINESS AND FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



CONTINGENCY ALLOCATION REQUEST

CAR No. 32 R0

Date: 7/18/2018

Project: Marshall Elementary - New 6-8 Classroom Bldg.

DESCRIPTION OF WORK

CCD 14 - Remove and Replace F line

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-1,549
	Subtotal:	-1,549

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
CCD 14 - Remove/replace F line	C. A. Buchen Corp	1,549
	Subtotal:	1,549

Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.


 Signature
 Jose Arche, CSDA
 Printed Name & Title
 09-05-2018
 Date


 Signature
 Rebecca Miller Project Manager
 Printed Name & Title
 9/17/18
 Date



c.a. buchen corp.

9231 Glenoaks Blvd., Sun Valley, CA 91352***Tel. (818) 767-5408***Fax (818) 767-8654

STANDARD PROPOSAL/CONTRACT FORM
CONTRACTORS LIC #209850
DIR #1000004833

Date: April 11, 2018

TO: Bernard's Builders Management Services

ADDRESS: 555 First Street
San Fernando, CA. 91340

ATTENTION: Rebecca Miller (805) 394-9471

C.A. BUCHEN CORP hereinafter called the Seller, proposes to furnish the materials and work as listed below, according to the plans and specifications exhibited to us, subject to the latest Code of Standard Practice of the American Institute of Steel Construction; and to all terms and conditions herein, for the sum of:

*****ONE THOUSAND FIVE HUNDRED FORTY-NINE & 00/100 DOLLARS***** (\$1,549.00)
Including all taxes now in effect

SPECIFICATIONS:

Name of Job: Marshall Elementary School Specification Section:
Location: 2900 Thurgood Marshal Dr. Oxnard, CA Addendum Noted: C.O.R #06 Job #A190
Architect: Sheet Numbers:

SCOPE OF WORK:

See Attached

*The Subcontract Price is based on the current prices and surcharges for the steel types and shapes necessary for the Project as posted and made publicly available. Notwithstanding anything herein to the contrary, any increases or decreases in the price of the steel ordered by the Subcontractor for the Project, or any additional surcharges imposed on the steel ordered by the Subcontractor of the Project shall result in a corresponding dollar-for-dollar increase (or decrease) in the Subcontract Price.

Field Conditions:

- 1. Contractor to provide free and clear access (graded if necessary) to interior and exterior of building for trucks and erection equipment.
2. All anchor bolts to be chased and cleaned by others and left with leveling nuts set to correct elevations after having been properly set and straightened.
3. Two-line safety cable at building perimeter (if included above in scope of work) to be maintained and removed by others.
All safety cable materials to be coiled and stored on ground by others for CABCO pick up.
4. Any protection required at floor or roof penetrations shall be provided by others so as not to delay the continuous erection of structural steel.

EXCLUSION: This proposal does not include the following items, unless specifically noted above:

Table with 3 columns listing excluded items: Boils entering wood, Building permits, Carpentry and Glu-Lam hardware, Concrete reinforcing steel, Costs of bond and special insurance, Costs of inspection, testing and preparation, Cutting or drilling of our work to accommodate other trades, Demolition, cutting or drilling concrete, Field painting and field measuring, Removal & replacement of fire proofing; Field welding of concrete steel reinforcing steel to structural, Final and fine plumbing of columns supporting wood, Furring channels or angle, Glass-stops, Gratings, covers and frames, Grouting or dry-packing, Joist hangers not welded to steel, Manlift and costs for use thereof, Metal 10 gauge and lighter, Metal studs and metal sash, Non-ferrous metals and stainless steel; Participating in penalties or liquidated damages applied to Buyer, Pipe sleeves and back-up plates for other trades, Removal of bracing rods and cables, Roof hatches or access doors, Sandblasting or flame-cleaning of steel before painting, Temporary safety railings and cables, Wire mesh or chainlink work, Wood nailers, Work that is not specifically detailed on Architectural or Structural drawing.

Estimator: JF

THIS PROPOSAL INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND IS SUBJECT TO YOUR WRITTEN ACCEPTANCE WITHIN THIRTY (30) DAYS FROM DATE. WHEN ACCEPTED BY YOU WITHIN SUCH TIME, THIS PROPOSAL WILL CONSTITUTE A CONTRACT OF SALE BETWEEN YOU AND OURSELVES AS PURCHASER.

Accepted:

Buyer: _____
By: _____
Printed Name & Title
Date: _____

Seller: C.A. Buchen Corp.
By: _____
John A. Oster - President
Date: _____

Article 1: STEEL PRICES The quoted price on the attached proposal is based on current steel warehouse prices in effect at the date of our proposal. These published warehouse prices are subject to change without notice, and are subject to surcharges of various types.

Article 2: DRAWING & SPECIFICATIONS The material shall be fabricated and, if called for in the scope of work in this contract, erected in accordance with (a) the steel design drawings and specifications listed in this contract (see Specifications) and (b) shop detail drawings prepared by Seller. If such design drawings and specifications are preliminary or incomplete, Buyer shall promptly furnish design drawings and specifications which are complete, final and fully approved by the state, county or city building department having jurisdiction thereof. Any difference between the complete, final and approved drawings and specifications and those listed on the specifications in this contract shall be deemed a change in the work ordered under Article 4 hereof. Details and workmanship of fabrication and erection shall conform to the Specification published in the Manual of the American Institute of Steel Construction, and to the latest code of Standard Practice of the American Institute of Steel Construction. Buyer shall cause shop drawings to be returned to seller within fourteen (14) calendar days after submittal marked "approved" or "approved as corrected".

Article 3: INSPECTION OR TESTS Upon Buyer's written request, Seller shall furnish copies of the steel mill test reports, provided Buyer's written request therefore is received prior to the date on which Seller has placed its mill order for the required steel or withdrawn steel from its stock. Seller will also arrange for further tests and inspection, in the shop or field or in a laboratory, of any of the material called for hereunder. Unless the furnishing of such tests and inspections are specifically called for in the scope of work in this contract, they shall be furnished at Buyer's expense and only after receipt of Buyer's written order therefore. Buyer may inspect fabricated materials before shipment from Seller's plant, provided that Buyer give Seller adequate notice of intention so to do and also furnish the name on inspector. Inspection of materials and workmanship at the erection site shall be performed in such manner as will not interfere with Seller's performance. Seller shall correct or replace any materials or workmanship condemned by Buyer's inspectors during the progress of the work which do not meet the contract requirements. Defective materials which are replaced shall be removed from the erection site.

Article 4: GUARANTEE At Buyer's written request and at any time within one year from the date of completion of the work covered by this contract, Seller shall replace or correct any fabricated material which contains defects not discoverable by visual inspection during fabrication or erection and any workmanship which is defective or not in conformance with the contract requirements. Seller's liability for any losses and damages sustained by Buyer or by others as a result of any defective materials or workmanship furnished by Seller under this contract shall be limited to the replacement or correction of such defective material and workmanship within the time above stated and Seller shall not be liable for any other direct or consequential loss, damage or liability resulting from defective material and workmanship.

Article 5: CHANGES IN THE WORK Seller shall make changes in the work which Buyer may order in writing provided that such changes do not constitute material alterations. If the parties are unable to agree upon the amount of the increase in price to be charged for additional work or the credit to be allowed for reductions in the work, Seller shall, nevertheless, proceed to make such changes in accordance with Buyer's order, provided that Buyer furnish all necessary information and all work to be done by others has been properly performed; and upon completion of execution of such change order Buyer shall pay to Seller its costs of performing the additional work, computed according to Seller's established accounting practices, as certified by its accountant plus ten per cent thereof for profit, or Buyer shall be credited with the amount of any savings, similarly computed and certified, resulting from any reduction in the work.

Article 6: LIABILITY The Seller will indemnify the Buyer against loss or expense by reason of liability imposed upon the Buyer by law for damages resulting from death of or injury to persons or destruction of property occurring during the performance of Seller's work to the extent that such death, injury or damage shall have been solely due to the negligent act or omission of the Seller, its agents or employees. However this indemnity will not extend to Seller, its agents or employees. However, this indemnity will not extend to any claims, loss, damage, or expense arising out of the negligent or willful misconduct of the owner, owner-builder or contractor or any of their agents, employees, servants, consultants, professional experts or independent contractors.

Article 7: WORKMEN'S COMPENSATION INSURANCE The Seller shall carry Workmen's Compensation insurance for the protection of all labor used in the construction of the said structure, employed by the Seller. The Buyer agrees to provide adequate and safe working conditions for the employees of the Seller in and about the work herein specified.

Article 8: PATENTS Seller shall indemnify and save Buyer harmless from and against liability for patent infringement due to any inventions incorporated in the products fabricated and/or erected hereunder in compliance with designs or specifications furnished by Seller. Buyer shall indemnify Seller and save him harmless from and against liability for patent infringement resulting from Seller's compliance with designs and specifications furnished by Buyer.

Article 9: BUILDER'S RISK Buyer shall assume all risk of loss or damage to all work incorporated in the structure and all material located in and about the erection site due to the occurrence of any insurable builder's risk (including, but not limited to fire, flood, wind, hurricane, earthquake, defective soil or any cause which Seller could not have reasonably foreseen and guarded against). To the extent of Seller's insurable interest, Buyer shall name Seller as co-insured in any policy or policies of builder's risk insurance which Buyer may carry covering such work and material during the period of construction. To the extent any such loss or damage is not compensated by insurance, Buyer shall reimburse Seller for all added costs incurred by him in repairing or replacing material or work which is damaged or destroyed.

Article 10: DELIVERIES, DELAYS AND CANCELLATIONS

(a) If all required information, (including complete, final approved, design drawings and specifications) shall be furnished to Seller, and all work to be done by others shall be performed and completed in such time and manner as will not delay or interfere with Seller's work, all work called for hereunder shall be promptly delivered or completed. If Seller is delayed due to causes for which Buyer or those acting for Buyer (such as Buyer's other contractors or their subcontractors) are responsible, the time for delivery or completion of the work called for hereunder shall be extended for such period as may reasonably be necessary to enable Seller to perform a complete its work and Buyer shall reimburse Seller for any and all costs and expenses which he may incur as a direct result of any such delay.

(b) Any specified delivery or completion dates shall be correspondingly extended if and to the extent Seller is delayed in the performance of the work by floods, fires, earthquakes, epidemics, acts of God, labor disputes or slowdowns, riots, insurrections of war, governmental regulations, delays in receipt, or shortages of material, or by any cause beyond Seller's reasonable control.

(c) If for any reason Buyer is unable to accept scheduled delivery of fabricated materials or to permit delivery of materials at the erection site designated herein, then Buyer shall pay Seller, upon demand, the contract price for such material, less the value (computed according to Seller's established accounting practices) of any work hereunder remaining to be performed, and also reimburse Seller for all costs and expenses incurred in storing, caring for, handling and disposing of such material.

(d) Unless otherwise expressly provided herein, all work shall be performed during regular working hours of regular working days. If Buyer should require overtime, the added cost thereof shall be reimbursed to Seller, in addition to the contract price.

(e) Unless specifically expressed herein, steel is to be shop-painted with the Seller's standard primer, and the Seller will not be responsible for the condition of the paint after this work has been delivered to the custody of others.

Article 11: ERECTION CONDITIONS If erection is called for in the specifications listed in this contract, Buyer shall without cost to Seller:

(a) Provide adequate foundations of proper height, any required wood blocking and/or wood backing for handrails, place wood-posts, shores and wall-plates to correct elevations and dimensions, set all anchor bolts, leveling plates and loose column base plates, and establish all levels and datum lines. Buyer to promptly report in writing to the Seller any deviations in the work of others which could cause a misfit in the Seller's work.

(b) Schedule operations so that erection work of Seller may be carried out in proper sequence and with a single erection trip and in one continuous operation, unless more than one trip would necessarily be required;

(c) Provide and maintain necessary ingress and egress, and a firm and properly graded site that is free of all obstructions over the entire building area, safe for Seller's employees, and suitable for the safe operation of loaded trucks and crawler and truck cranes without use of planks or supporting pads, excepting only in those cases where normal erection practice necessitates truck and crane operation over existing concrete, paving or flooring;

(d) Remove any overhead obstructions to erection, including wires, before arrival of Seller's equipment at the site;

(e) Furnish, place and maintain necessary lights, barricades, flagmen, safety railings, planking, overhead protection, and do and perform all things so required by the ordinances of the state, city or county in which the structure is located, or the rules and regulations of any of the departments of said state, city or county.

Article 12: TERMS OF PAYMENT The terms of payment shall be:

(a) Material only: Net 10th for material delivered the previous month.

(b) Material not in place: Payments to be made on or before the 10th of each month covering 95% of the contract value of all materials stored during the preceding month.

(c) Material installed in place: Payments to be made on or before the 10th of each month, covering 95% of the contract value of all materials installed in place during the preceding month. Balance of 5% to be paid within 30 days after completion of work covered by the terms of this Agreement. The entitlement of the Seller to payment shall be absolute and not contingent upon the Buyer receiving payment for such work.

(d) If payment is to be made on the basis of the weight of materials and the method of calculating weights is not specified, materials shall be invoiced on the basis of weights calculated from detail drawings and shop bills in accordance with the method of calculating weights prescribed in the latest Code of Standard Practice of the American Institute of Steel Construction.

(e) Until paid for, the title to and ownership and right of repossession of the material covered by this contract shall be and remain in the Seller, should the Buyer become insolvent or refuse or neglect to pay for said material.

(f) No charges for labor or material furnished by the Buyer shall be allowed as a credit on this agreement, unless authorized in writing by the Seller.

All payments shall be made as stipulated at the address of the Seller. When not so paid, then the entire contract price shall become immediately due and payable. The Buyer agrees to pay the Seller interest on all past due balances at the rate of the higher of (a) ten percent (10%) per annum (0.833% per month), or (b) five percent (5%) per annum, plus the rate prevailing on the 25th of the month preceding the acceptance of this Proposal-Contract, established by the Federal Reserve Bank of San Francisco or advances to member banks under Sections 13 and 13 (a) of the Federal Reserve Act as in effect on said date of acceptance or as may be thereafter from time-to-time amended (or, if there is no such single determinable rate of advances, the closest counterpart of such rate as shall be designated by the Superintendent of Banks of the State of California unless some other person or agency is delegated such authority by the Legislature.

Article 13: ATTORNEYS FEES If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party in any such proceeding, action or appeal thereon, shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. Seller shall be entitled to attorney's fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

Article 14: ARBITRATION Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to arbitration. Claims shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.

Limitations on Consolidation of Joinder. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SHOULD YOU DESIRE TO ENTER INTO A CONTRACT ON THE TERMS AND CONDITIONS SET FORTH ABOVE, PLEASE SO INDICATE BY SIGNING ON PAGE 1 AND INITIALING BELOW AND RETURN TO US WITHIN 30 DAYS FROM THE ABOVE DATE HEREOF, ONE COPY OF THIS PROPOSAL WHICH SHALL BECOME A CONTRACT SUBJECT TO THE APPROVAL OF THE BUYER'S CREDIT. SUCH CREDIT SHALL BE DEEMED APPROVED UNLESS BUYER IS GIVEN WRITTEN NOTICE TO THE CONTRARY, WITHIN 10 DAYS AFTER SELLER HAS RECEIVED BUYER'S ACCEPTANCE OF THIS PROPOSAL.

Initials: _____



c.a. buchen corp.
 9231 Glenoaks Blvd., Sun Valley, CA 91352***Tel. (818) 767-5408***Fax (818) 767-8654
CONTRACTORS LIC #209850
DIR #1000004833

To: Bernards Bros.

Regarding project:
 Marshall Elementary School

Attn: Rebecca Miller

Job#: SE-A109

Date: 04/11/18

Request for change order # 06

Per CCD 014 and DSA A# 03-116806: Remove previously welded base plates for columns 127C1 and 127C2 at grid line F and replace with 1 1/2 x 11" x 11" offset base plates.

1	<u>Project Engineering</u>	2	hr @	\$ 80.00		\$ 160
2	<u>Field measure</u>		hr @	\$ 80.00		\$ -
3	<u>Detailing</u>	5	hr @	\$ 80.00		\$ 400
4	<u>Shop labor</u>	8	hr @	\$ 86.40		\$ 691
5	<u>Ironworker</u>		hr @	\$ 86.40		\$ -
7	<u>Materials:</u>					
	# W.F			\$ 0.60 /lb		\$ -
8	# PL/HSS	88		\$ 1.00 /lb		\$ 88
9	Channel			\$ 0.75		\$ -
10	M. Channel			\$ 1.00		\$ -
11	<u>Galvanizing</u>		Lb	\$ 1.00 /lb		\$ -
	<u>Zinc Primer</u>		Lb	\$ 1.00 /lb		\$ -
12	<u>Buy outs:</u>					
	Cane Bolts			\$ -		\$ -
13	Casters			\$ -		\$ -
14	Hinges			\$ -		\$ -
15	Deck			\$ -		\$ -
16	Mesh Panels			\$ -		\$ -
17	<u>Delivery&Pickup</u>		round trip	\$ 320.00		\$ -
	<u>Semi Delivery</u>		round trip	\$1,100.00		\$ -
18	<u>Crane</u>		hr @	\$ -	varies	\$ -
19	<u>Crane in/out</u>			\$ -	vary per crane size	\$ -
20	<u>Man lift</u>		day @	\$ -	varies	\$ -
21	<u>8K - Fork lift</u>		day @	\$ 300.00	plus delivery	\$ -
22	<u>Field equip:</u>					
	<u>Stick weld</u>		hr @	\$ 20.00	(250cc)	\$ -
23	<u>Innershield</u>		hr @	\$ 25.00	(300- 400cc)	\$ -
24	<u>F.P. inshield</u>		hr @	\$ 25.00	(650cc)	\$ -
25	<u>Snap off gun</u>		hr @	\$ 80.00		\$ -
26	<u>Working field truck w/tools</u>		hr @	\$ 25.00	Field equip & Rigging	\$ -
27	<u>Air compressor</u>		day @	\$ 100.00		\$ -
28	<u>Burning outfit</u>		day @	\$ 105.00		\$ -
29	<u>Special equipment</u>		hr @	\$ 9.00	Air-arc	\$ -
30	<u>Special equipment</u>		day @	\$ 70.00	Fire blanket shield	\$ -
						Subtotal \$ 1,339
						\$ 8
	<u>Tax on materials & galvanizing (9.5%)</u>					\$ 202
	Profit & Overhead		15%			Total this change order \$ 1,549

Date: 02/27/18			
Marshall Elementary School			
SNC COR	3	SUBJECT: <i>REVISED COLUMN LOCATION PER CCD #014</i>	
FROM: <i>REV 0 ISSUE</i>		DATE:	<i>02/27/18</i>
DESCRIPTION		HOURS	REMARKS
a.	AB3, AB4	REVISED NEW COLUMN LOCATION & BASE PLATE DETAIL	1
	E102	REVISE COLUMN 127C1 & 127C2 LOCATION	1
	127C1, 127C2	REVISE DETAIL OF COLUMN BASE PLATE PER NEW LOCATION & SPLIT COLUMN QUANTITY	1.5
	127C2	REVISE DETAIL OF COLUMN BASE PLATE PER NEW LOCATION	1.5
Subtotal Revision:		5.00 hours	
TOTAL REVISION MAN HOURS			5

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

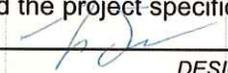
This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Marshall Elementary School New Classroom Building	DSA App. #: 03 - 116806

APPLICANT		
CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #014	Date Submitted: 02/21/18	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (23 pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: CSDA Design Group	Contact Name: Michael Schoen	
Email: mschoen@csdadesigngroup.com	Phone Number: (310) 301-4772	
Address: 889 N Douglas St, Suite 100		
City: El Segundo	State: CA	Zip: 90245
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Michael Schoen	
Professional License #: C-35165	Discipline: Architect

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature:  _____
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: 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.

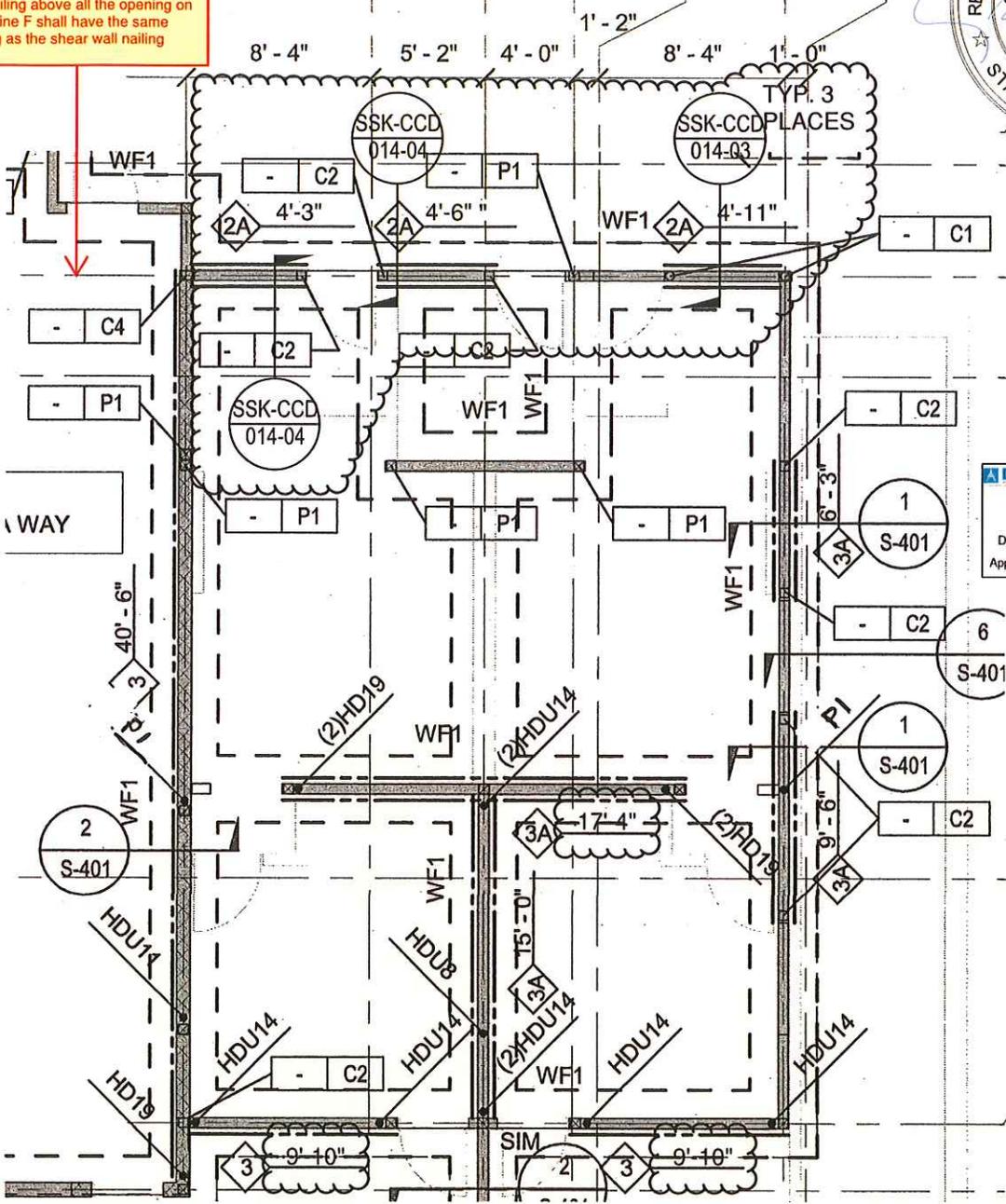
Brief description of construction change (attach additional sheets if needed):
Attached sheets show structural changes affected in the lengths of shear walls on gridlines F, D2 and B due to field conditions. Modify plan sketches SSK-CCD014-01, SSK-CCD014-02, SSK-CCD014-03 & SSK-CCD014-04. Stamped calculations to support modifications. Structural calculations and Simpson support calculations.

List of DSA approved drawings affected by this CCD: **S-211, S-212, 1/S-401, 18/S-600, 17/S-401, 18/S-401**

DSA USE ONLY		DSA Stamp
SSS A. Widjaja Date 03/21/2018 Approved / Disapproved / Not Req'd	For business office use only	
FLS <input checked="" type="checkbox"/> Date _____ Approved / Disapproved / Not Req'd	Date Sent _____	
ACS <input checked="" type="checkbox"/> Date _____ Approved / Disapproved / Not Req'd	Return By _____	
Remarks: DSA APPROVAL FOR "CLOUDED" PORTION ONLY.	Delivery Method _____	

14 15 16 17 18 19 20

Per DSA/SSE (MK):
 This CCD #14 approval is based on the nailing above all the opening on Grid Line F shall have the same nailing as the shear wall nailing



G
F
E

APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 03/21/2018
 Appl. No: 03-116806_140_014_SSS.pdf

D
C

REVISED PARTIAL PLAN

Description of change:
 Partial plan that denotes slight reductions in shearwall lengths on gridlines F, D.2 and B due to field conditions.
 referenced drawings/details: S-211

**NISHKIAN
 CHAMBERLAIN**
 CONSULTING AND STRUCTURAL
 ENGINEERS SINCE 1919
 NC PROJECT #: 40340

CSDA PROJECT #: 1534.01
 MARSHALL ES - NEW CLASSROOM
 BUILDING
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

SHEET: 01 OF 04
 DRAWING REFERENCE: S-211
 SCALE: 1/8"=1'-0"
 DATE: 02/21/2018

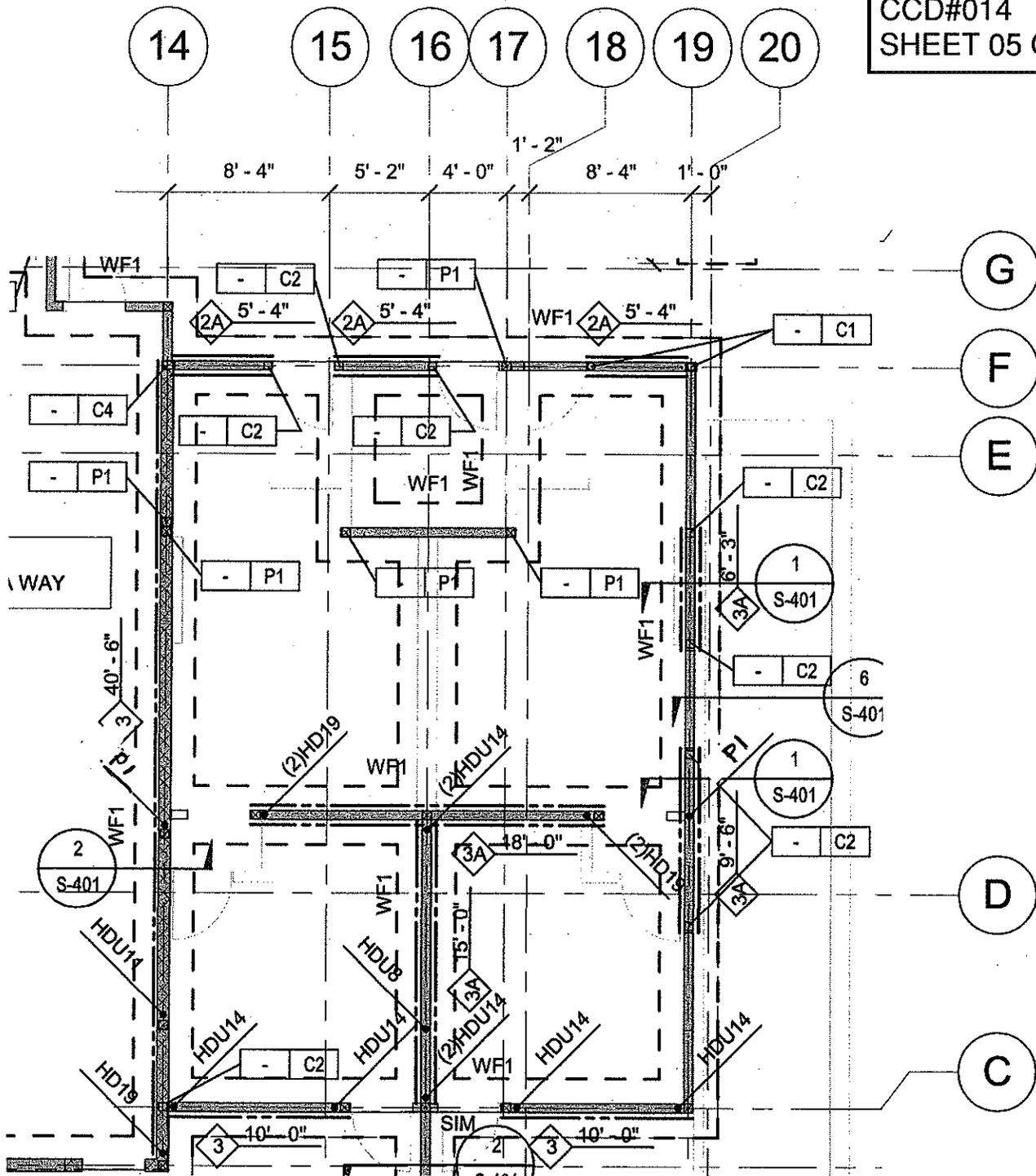
CSDA DESIGN GROUP

DSA A# 03-116806

Title of sheet
 Revised Shearwall Lengths on 1st Floor

CCD #014

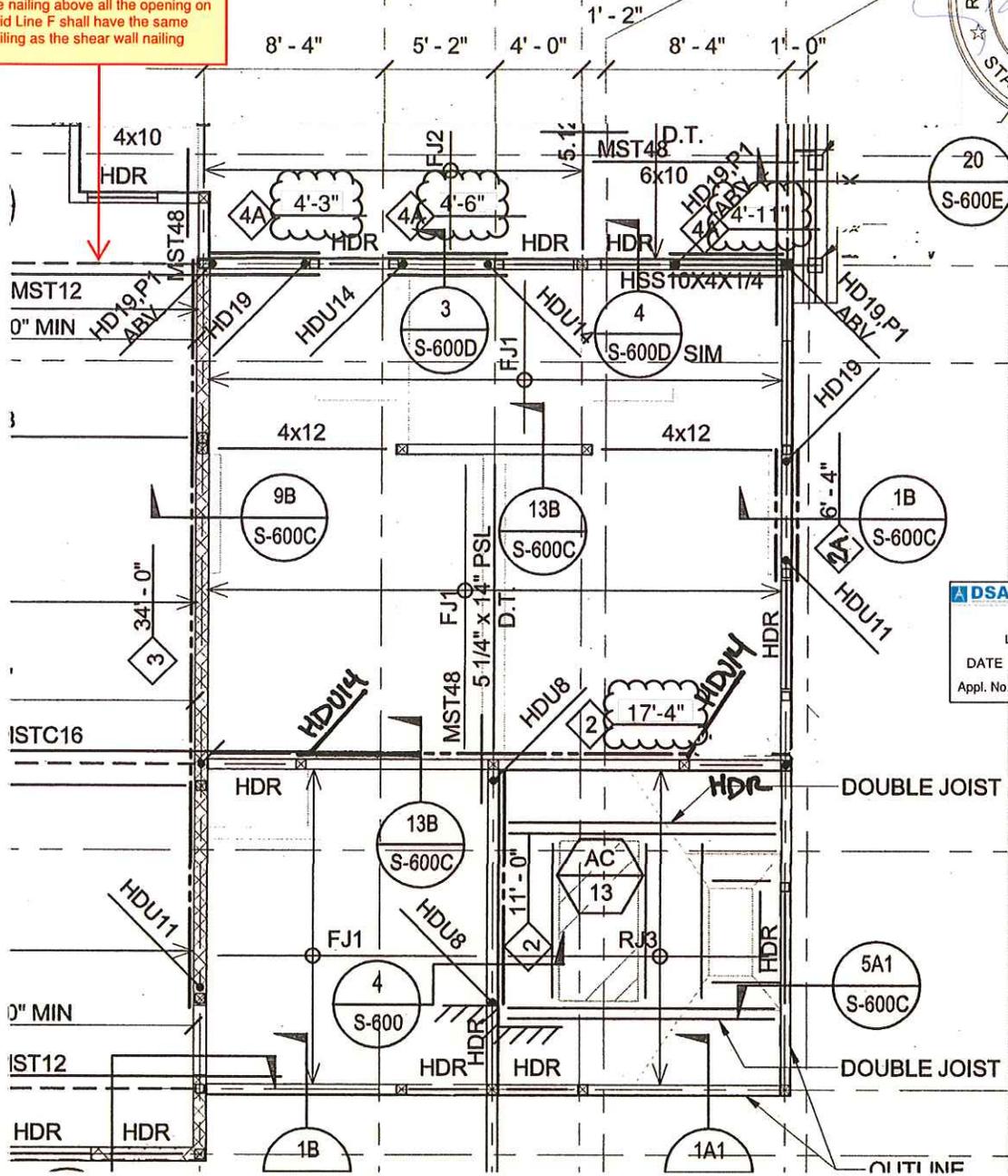
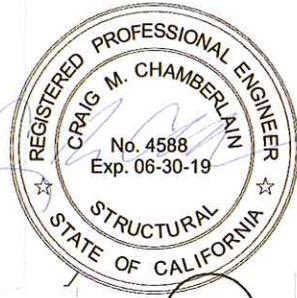
SSK-CCD014-01



PARTIAL PLAN SHEET S-211
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

14 15 16 17 18 19 20

Per DSA/SSE (MK):
 This CCD #14 approval is based on the nailing above all the opening on Grid Line F shall have the same nailing as the shear wall nailing



APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 03/21/2018
 Appl. No: 03-116806_140_014_SSS.pdf

REVISED PARTIAL PLAN

Description of change:

Partial plan that denotes slight reductions in shearwall lengths on gridlines F and D.2 due to field conditions.

referenced drawings/details: S-212

NISHKIAN CHAMBERLAIN
 CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
 NC PROJECT #: 40340

CSDA PROJECT #: 1534.01
 MARSHALL ES - NEW CLASSROOM BUILDING
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

SHEET: 02 OF 04
 DRAWING REFERENCE: S-212
 SCALE: 1/8"=1'-0"
 DATE: 02/21/2018

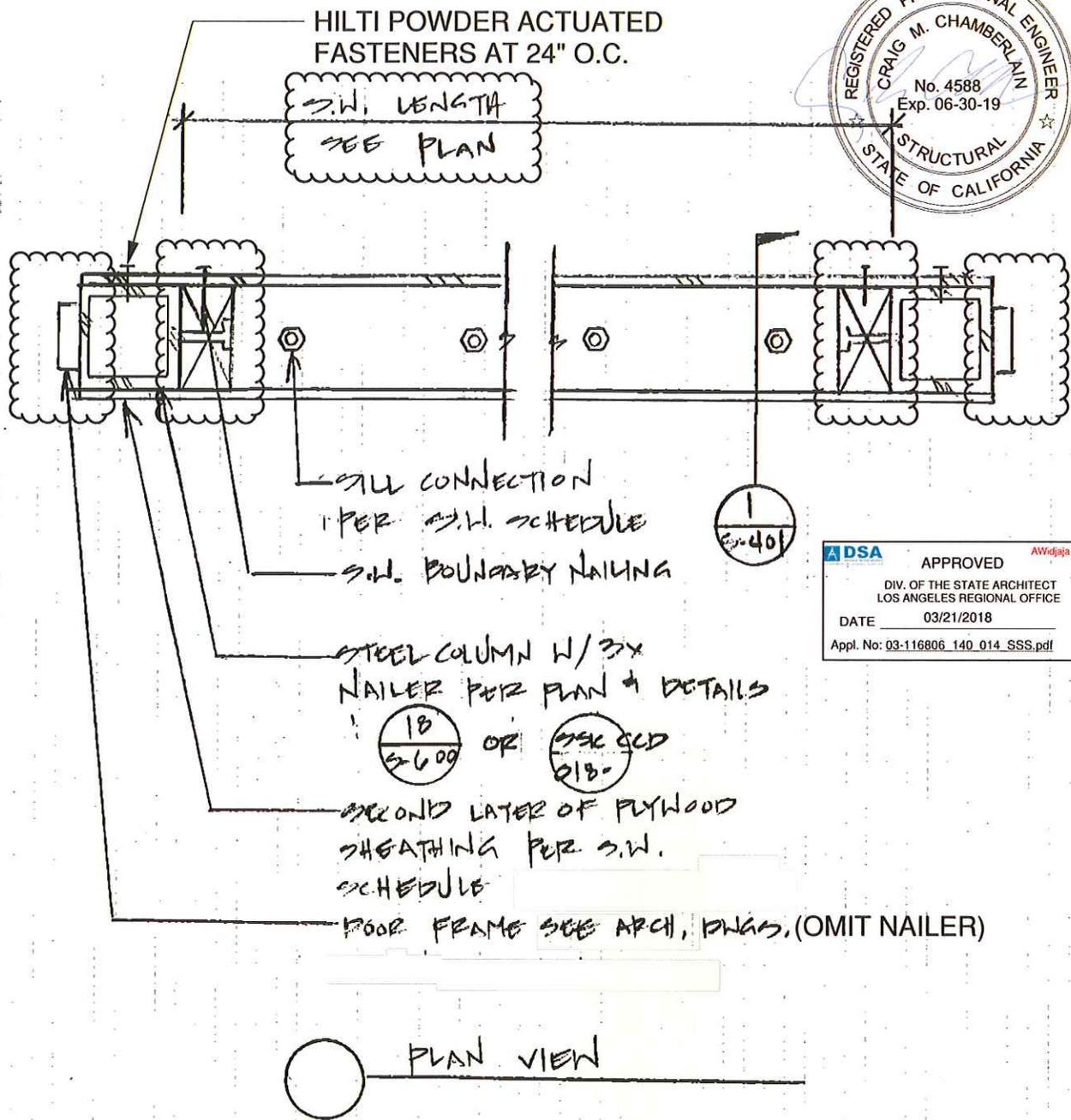
CSDA DESIGN GROUP

DSA A# 03-116806

Title of sheet
 Revised Shearwall Lengths on 2nd Floor

CCD #014

SSK-CCD014-02



DSA APPROVED AWidjaja
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 03/21/2018
 Appl. No: 03-116806_140_014_SSS.pdf

REVISED DETAIL

Description of change:

New detail to show effective extent of shorter shearwall lengths. Shorter shearwall lengths are required to allow for connection of door frame.

referenced drawings/details: S-211, 18/S-600, SSK-CCD014-04

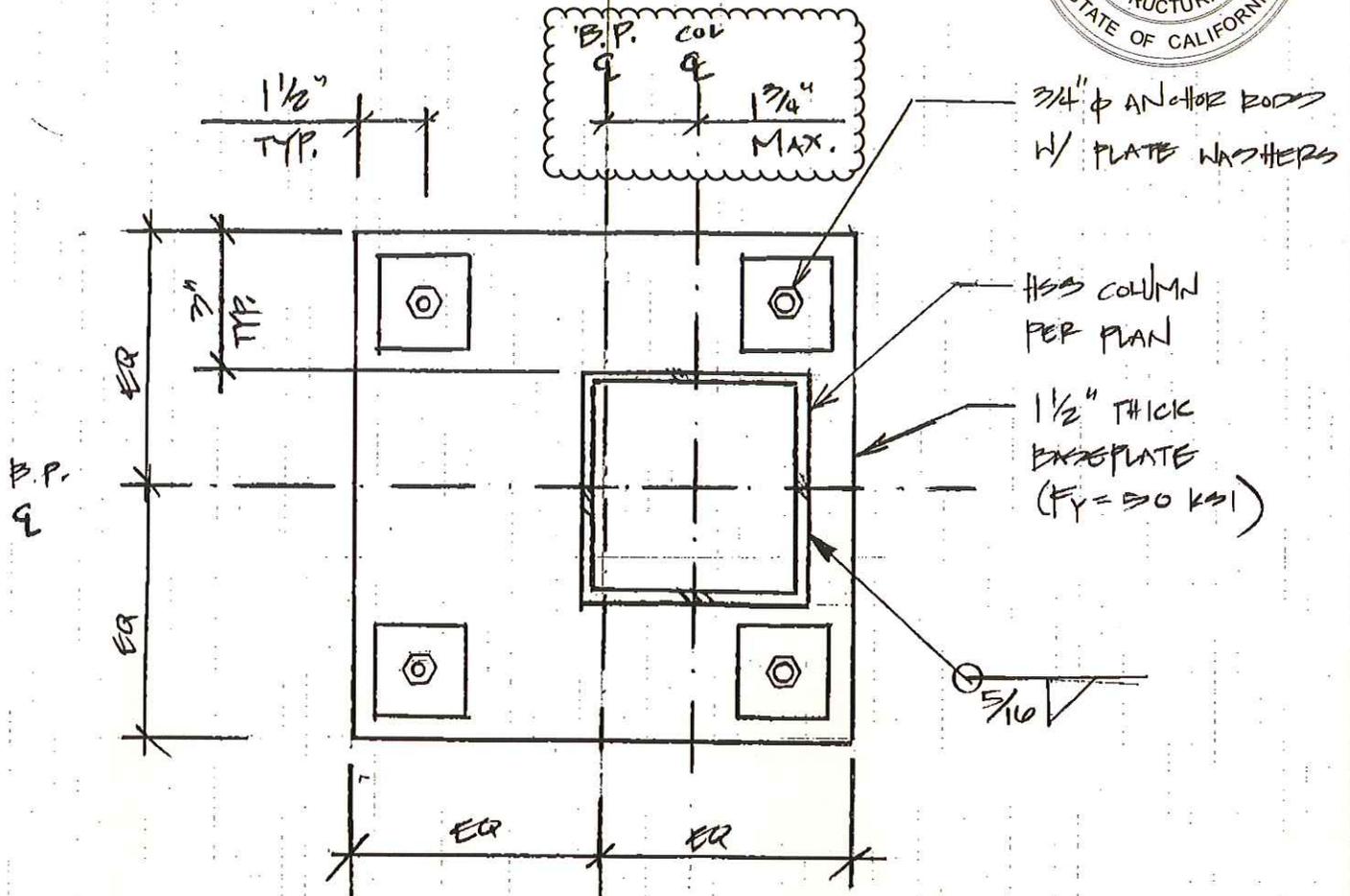
**NISHKIAN
 CHAMBERLAIN**
 CONSULTING AND STRUCTURAL
 ENGINEERS SINCE 1919
 NC PROJECT #: 40340

CSDA PROJECT #:	1534.01	SHEET:	03 OF 04
MARSHALL ES - NEW CLASSROOM BUILDING		DRAWING REFERENCE:	S-212
2900 Thurgood Marshall Dr, Oxnard, CA 93036		SCALE:	1/8"=1'-0"
		DATE:	02/21/2018
DSA A# 03-116806	Title of sheet Extent of Revised Shearwall Lengths	CCD #014	SSK-CCD014-03

CSDA | DESIGN GROUP

APPROVED *AWidjaja*
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 03/21/2018
 Appl. No: 03-116806_140_014_SSS.pdf

This CCD #14 approval is based on consistent load (either ASD or LFRD) as required by Simpson Strong Tie Anchor Design Software. Otherwise, revised CCD will be required.



NOTE: FOR ALL INFORMATION NOT SHOWN SEE DETAILS 17 & 18/S-401

REVISED DETAIL

Description of change:
 New detail to show offset column from baseplate centerline at two (2) specific locations to allow for connection of door frame.
 referenced drawings/details: S-211, 17 & 18/S-401, SSK-CCD014-01

NISHKIAN CHAMBERLAIN
 CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
 NC PROJECT #: 40340

CSDA PROJECT #: 1534.01
 MARSHALL ES - NEW CLASSROOM BUILDING
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

SHEET: 04 OF 04
 DRAWING REFERENCE: SSK-CCD014-01
 SCALE: 1/8"=1'-0"
 DATE: 02/21/2018

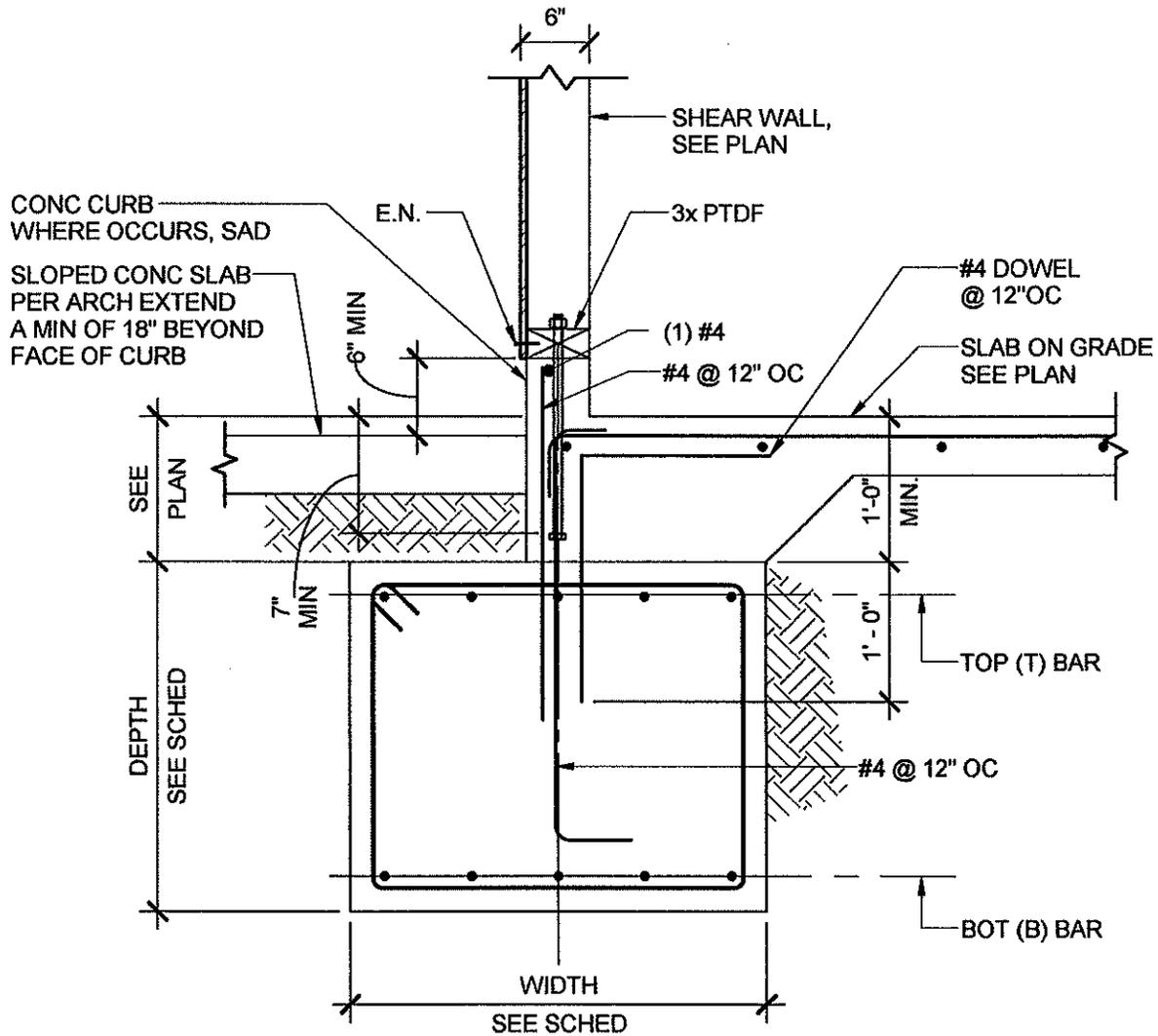
CSDA DESIGN GROUP

DSA A# 03-116806

Title of sheet
 Offset Column on Baseplate

CCD #014

SSK-CCD014-04

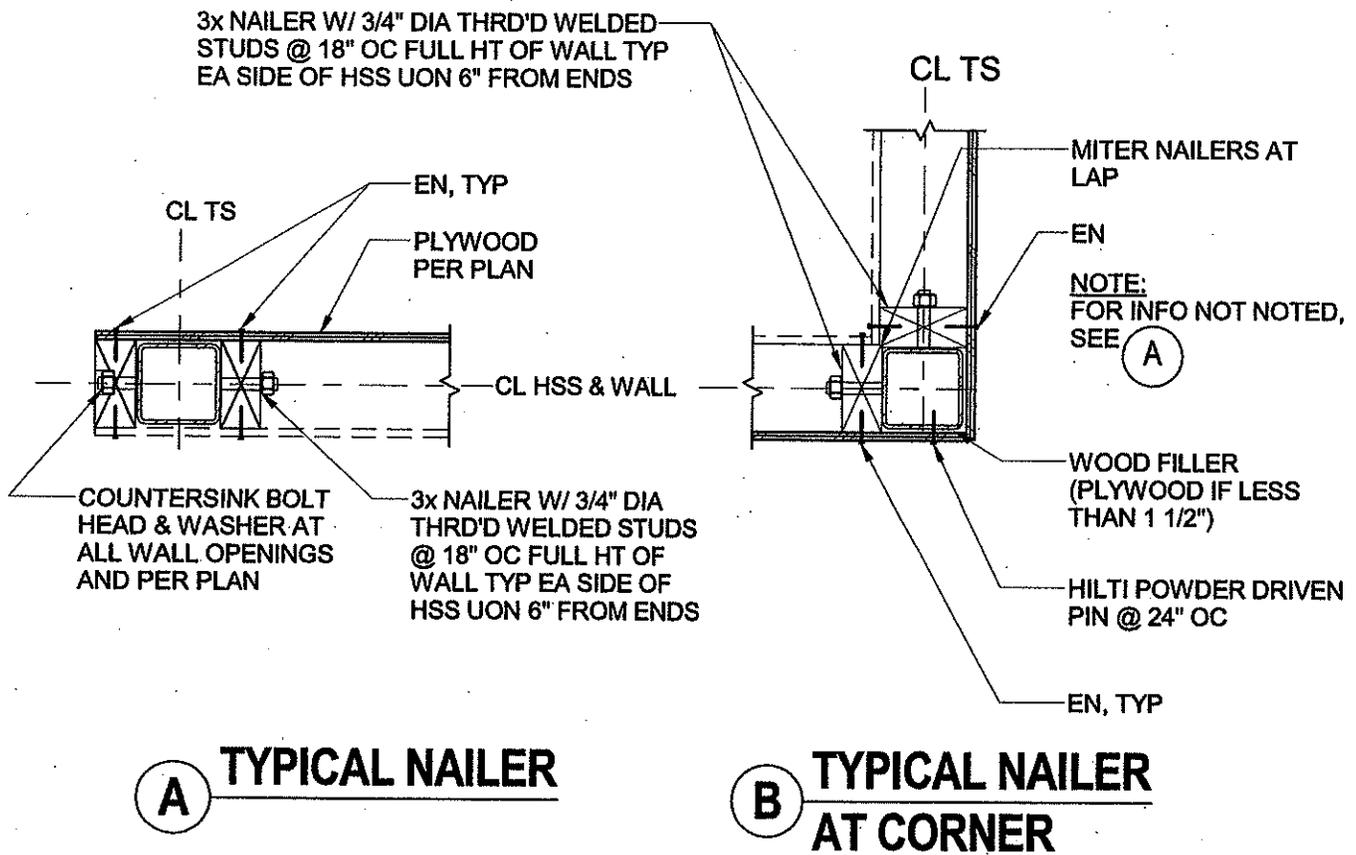


1

TYP PERIMETER WALL FTG DETAIL

SCALE : 3/4" = 1'-0"

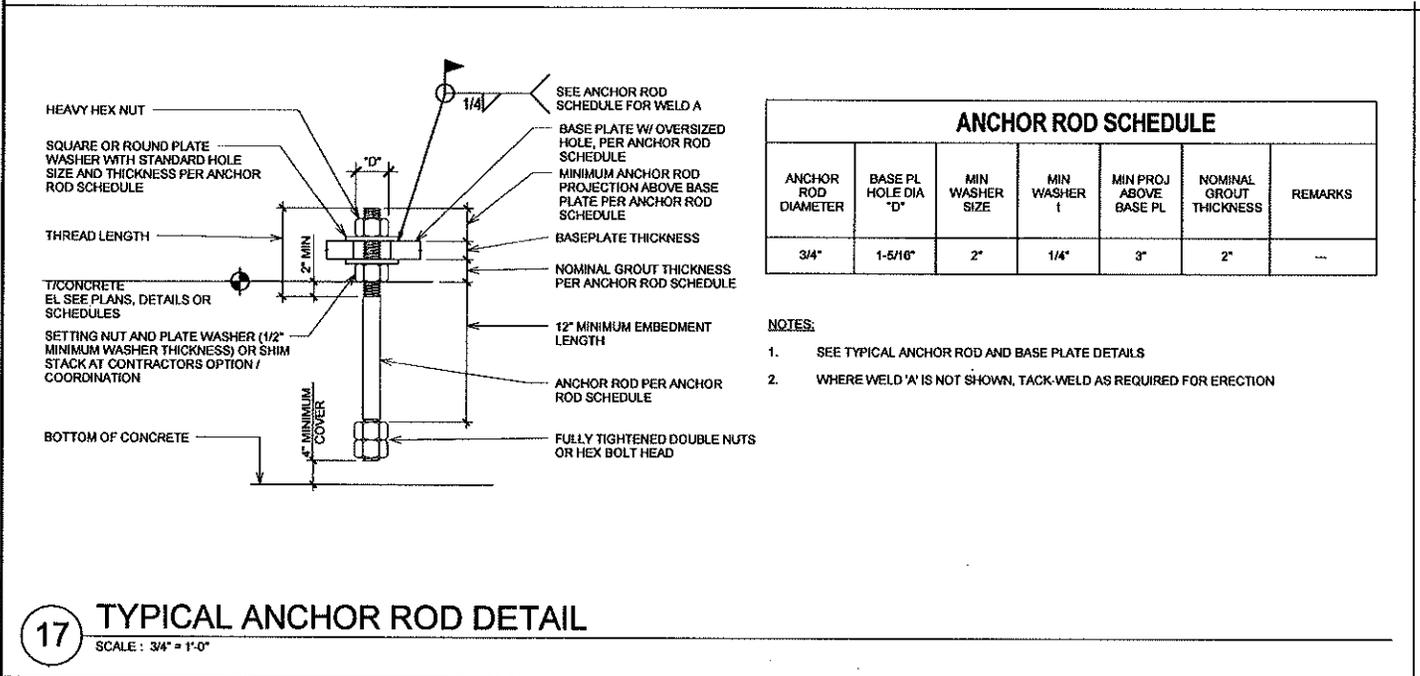
DETAIL 1/S-401
 FROM DSA APPROVED PLANS
 (FOR REFERENCE ONLY)



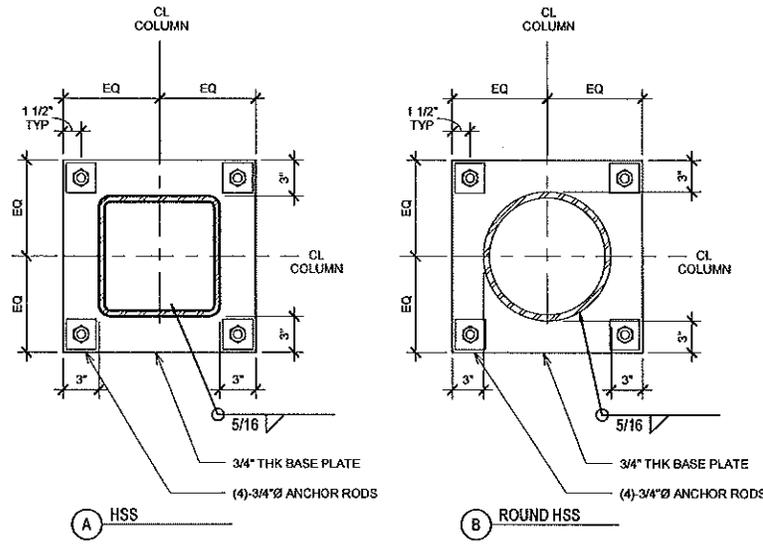
18 NAILER AT HSS COLUMN

1" = 1'-0"

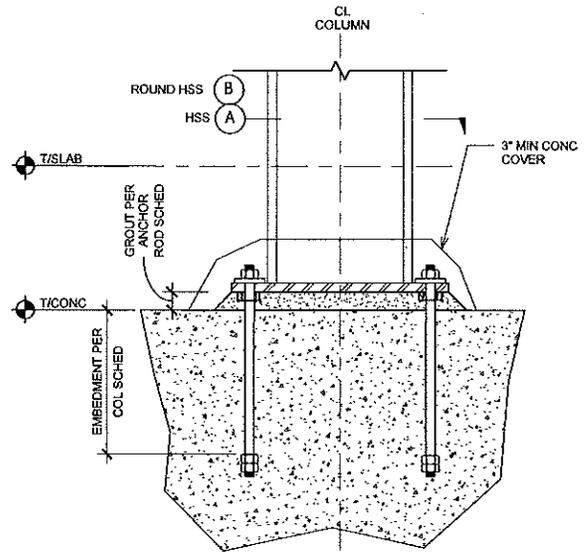
DETAIL 18/S-600
 FROM DSA APPROVED PLANS
 (FOR REFERENCE ONLY)



DETAIL 17/S-401
 FROM DSA APPROVED PLANS
 (FOR REFERENCE ONLY)



NOTE:
 1. SEE TYPICAL ANCHOR ROD DETAIL FOR ANCHOR ROD, OVERSIZED HOLE AND WASHER REQUIREMENTS.

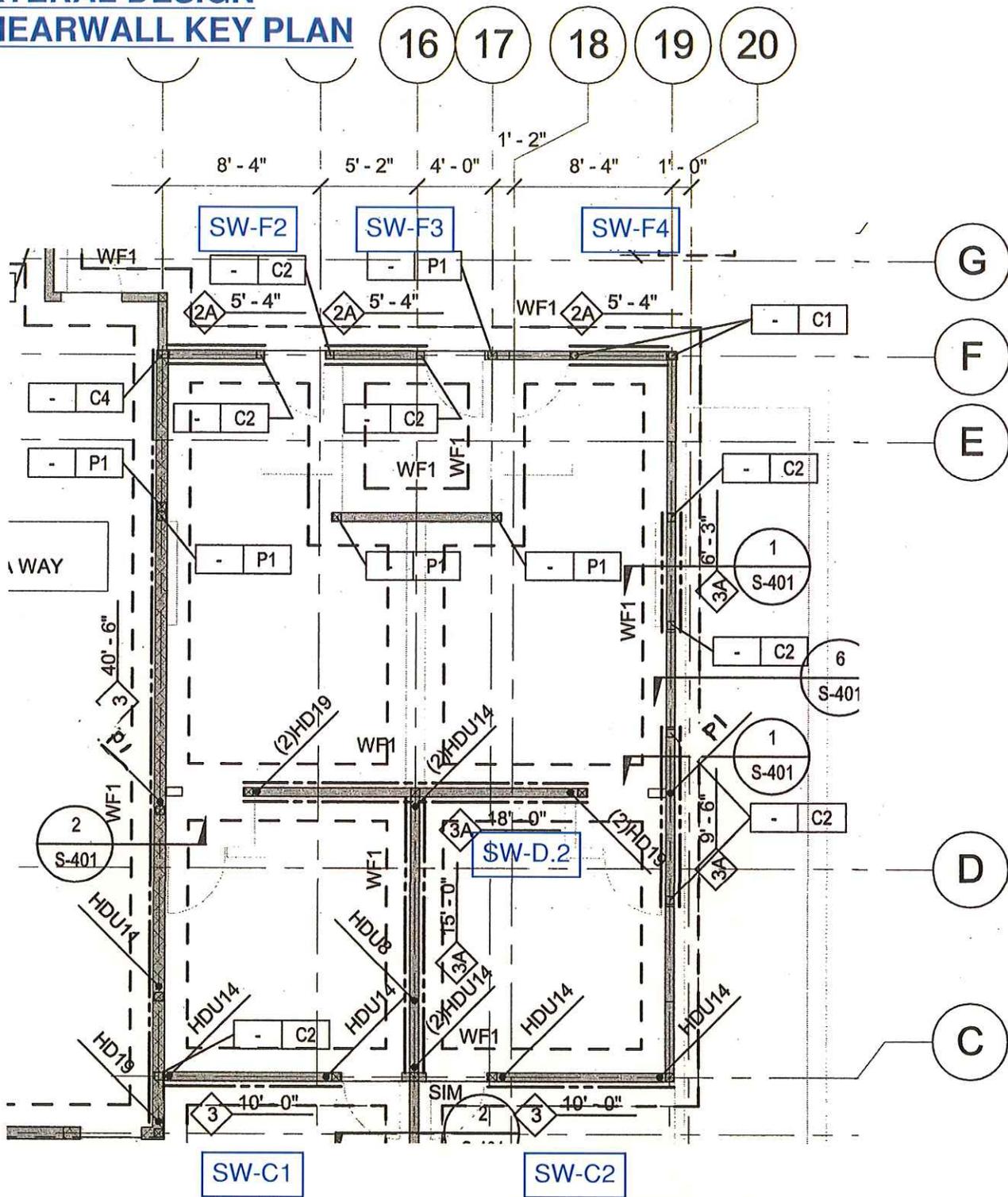


18 TYPICAL BASE PLATE DETAIL
 SCALE: 1 1/2" = 1'-0"

DETAIL 18/S-401
 FROM DSA APPROVED PLANS
 (FOR REFERENCE ONLY)

CCD 014
CALCULATIONS

LATERAL DESIGN SHEARWALL KEY PLAN



NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919

3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 402210
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 01/09/18
CHECKED BY _____ DATE _____
SCALE _____

LATERAL DESIGN: GRID B/C

V = PER APPROVED DSA CALCS

$$V = 8.330k \times 2 + 0.799k + 1.860k + 7.42k$$

$$V = 26.70k / [18.0' + 18.0' + 9.83' + 9.83']$$

Hand Downs:

WALL C-1

W_D = PER DSA APPROVED CALCS

$$OTM = 0.480k/ft \times 9.83' \times 14.5'$$

$$M_F = 0.550k/ft \times (9.83')^2 \times 0.5$$

$$T = \frac{66.06k-ft - 0.6 \times 26.57k-ft}{9.83'}$$

WALL C-2

W_D = PER DSA APPROVED CALCS

$$= 1.33 \times 21.0 \text{ k-ft} + 14.0' \times 22.0 \text{ k-ft}$$

$$M_o = \text{SEE WALL C-1}$$

$$M_F = 0.308k/ft \times (9.83')^2 \times 0.5$$

$$T = \frac{66.06k-ft - 0.6 \times 14.82k-ft}{9.83'}$$

$$= 26.70k$$

$$= 8.42k/ft$$

USE 3 V_{ALLOW} = 66.5k/ft

NO CHANGE

$$= 0.550k/ft$$

$$= 66.06k-ft$$

$$= 26.57k-ft$$

USE HUBS P_{ALL} = 5.10k

NO CHANGE

$$= 5.10k$$

$$P_{ALL} = 5.67k$$

$$= 0.308k/ft$$

$$= 66.06k-ft$$

$$= 14.82k-ft$$

USE HUBS P_{ALL} = 7.87k

NO CHANGE

3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

LATERAL DESIGN: GRID D/D.2

SHEAR DESIGN

V = PER DDA APPROVED CALCULATIONS

$$V = 30.385k + 23.083k$$

$$V_{1st} = 59.47k / [30.0' + 17.33']$$

$$= 59.47k$$

$$= 1.257k/l$$

WALL D.2 (1st FUR)

W_D = PER DDA APPROVED CALCS

$$= 7.25' \times 21.0 \text{ pcf} + 11.75' \times 10.0 \text{ pcf} + 7.25' \times 32.0 \text{ pcf} + 1.33' \times 21.0 \text{ pcf} + 14.0' \times 10.0 \text{ pcf}$$

$$W_D =$$

$$M_o = 1.257k/l \times 17.33' \times 14.0' + 108.6k-l$$

$$= 0.670k-l$$

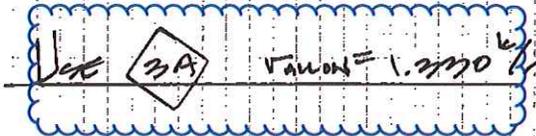
$$= 503.57k-l$$

$$= 100.61k-l$$

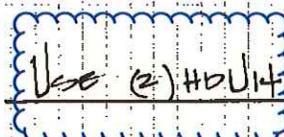
$$= 25.57k$$

$$T = \frac{503.57k-l - 0.6 \times 100.61k-l}{17.33'}$$

M_o FROM WALL ABOVE



NO CHANGE



NO CHANGE

$$P_{all} = 28.9k$$

WALL D.2 (2nd FUR)

W_D = PER DDA APPROVED CALCS

$$W_D = 7.25' \times 21.0 \text{ pcf} + 11.75' \times 10.0 \text{ pcf}$$

$$V_{2nd} = 30.385k / [30.0' + 17.33']$$

$$M_o = 0.769k/l \times 17.33' \times 11.75'$$

$$M_R = 0.270k/l \times (17.33')^2 \times 0.5$$

$$T = \frac{156.60k-l - 0.6 \times 40.54k-l}{17.33'}$$

$$= 0.270k/l$$

$$= 0.769k/l$$

$$= 156.60k-l$$

$$= 40.54k-l$$

$$= 7.63k$$



NO CHANGE

$$P_{all} = 7.87k$$

LATERAL DESIGN GRID B/F/G (2ND FLOOR)

V = PER DSA APPROVED CALCS

$$V = 7.481k + 16.508k + 45.280k$$

$$V = 69.36k / [12.5' + 12.5' + 14.0' + 14.0' + 4.25' + 4.50' + 4.92']$$

$$= 69.36k$$

$$= 1.010 k/l$$

Use Δ $V_{allow} = 1.020 k/l$

NO CHANGE

WALLS F-2

W_b = PER DSA APPROVED CALCS

$$W_b = 24.0 psf \times 9.5'/2 + 20.0 psf \times 14.67'$$

$$M_o = 1.010 k/l \times 4.25' \times 11.67'$$

$$M_R = 0.407 k/l \times (4.25')^2 \times 0.5$$

$$T = \frac{50.09 k-l - 0.6 \times 3.68 k-l}{4.25'}$$

$$= 0.407 k/l$$

$$= 50.09 k-l$$

$$= 3.68 k-l$$

$$= 11.26 k$$

Use HDU 14

$$P_{all} = 11.55 k$$

NO CHANGE

WALLS F-3

W_b = SEE ABOVE

$$M_o = 1.010 k/l \times 4.50' \times 11.67'$$

$$M_R = 0.407 k/l \times 4.50'^2 \times 0.5$$

$$T = \frac{53.04 k-l - 0.6 \times 4.12 k-l}{4.50'}$$

$$= 0.407 k/l$$

$$= 53.04 k-l$$

$$= 4.12 k-l$$

$$= 11.23 k$$

Use HDU 14

$$P_{all} = 11.55 k$$

NO CHANGE

WALL F-4

W_b = SEE ABOVE

$$M_o = 1.010 k/l \times 4.92' \times 11.67'$$

$$M_R = 0.407 k/l \times (4.92')^2 \times 0.5$$

$$T = \frac{57.99 k-l - 0.6 \times 4.93 k-l}{4.92'}$$

$$= 0.407 k/l$$

$$= 57.99 k-l$$

$$= 4.93 k-l$$

$$= 11.19 k$$

Use HDU 14

$$P_{all} = 11.55 k$$

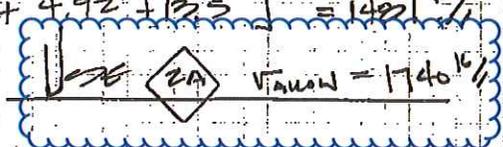
NO CHANGE

LATERAL DESIGN: GRID E/R/G (1st FLR)

V = PER DDA APPROVED CALCS

$$V = 7.401k + 16.528k + 49.286k + 32.322k$$

$$V = 101.68k / [13.5' + 14.0' + 14.0' + 4.25' + 4.50' + 4.92' + 13.5'] = 101.68k$$



NO CHANGE

WALL F-2 (1st FLR)

W_D = PER DDA APPROVED CALCS

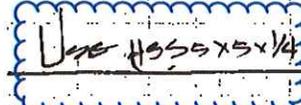
$$= 24.0 pcf \times 9.5' \times 0.5 + 20.0 pcf \times 14.67' + 24.0 pcf \times 9.5' \times 0.5 + 20.0 pcf \times 14.0'$$

$$W_D = 0.842k/l$$

$$M_o = 1.481k/l \times 4.25' \times 14.0' + 50.09k-l = 138.21k-l$$

$$M_R = 0.842k/l \times (4.25')^2 \times 0.5 = 7.66k-l$$

$$T = \frac{138.21k-l - 0.6 \times 7.66k-l}{4.25'} = 31.44k$$



NO CHANGE

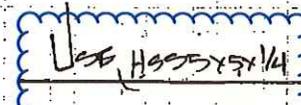
WALL F-3 (1st FLR)

W_D = SEE ABOVE

$$M_o = 1.481k/l \times 4.50' \times 14.0' + 53.04k-l = 146.34k-l$$

$$M_R = 0.842k/l \times (4.50')^2 \times 0.5 = 8.59k-l$$

$$T = \frac{146.34k-l - 0.6 \times 8.59k-l}{4.50'} = 31.37k$$



NO CHANGE

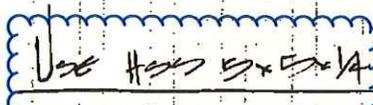
WALL F-4 (1st FLR)

W_D = SEE ABOVE

$$M_o = 1.481k/l \times 4.92' \times 14.0' + 57.99k-l = 160.00k-l$$

$$M_R = 0.842k/l \times (4.92')^2 \times 0.5 = 10.26k-l$$

$$T = \frac{160.00k-l - 0.6 \times 10.26k-l}{4.92'} = 31.27k$$

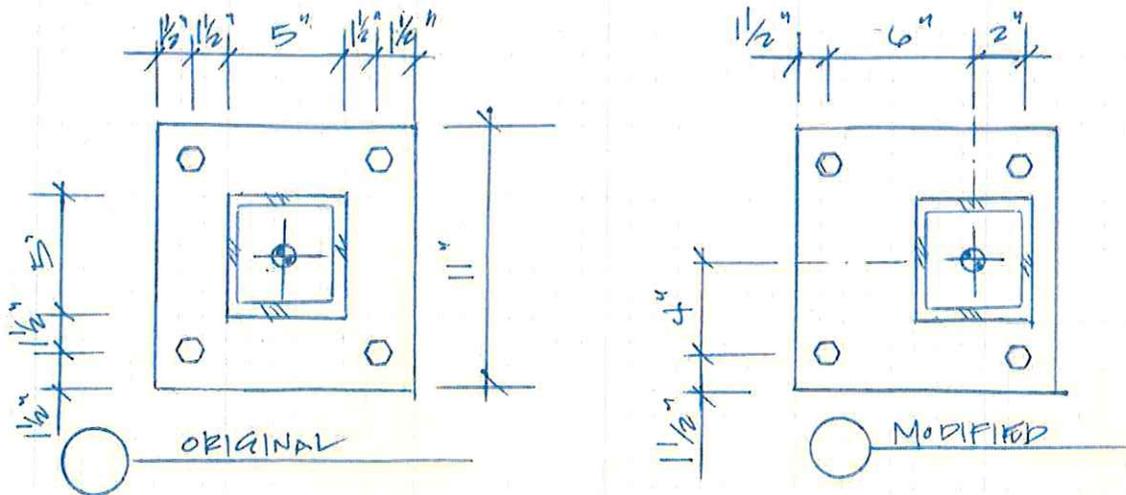


NO CHANGE

LATERAL DESIGN: CPID E/F/G

BASE PLATE DESIGN

NOTE: DESIGN INTENT IS TO DETERMINE FLEXURAL STRESSES INDUCED IN STEEL BASE PLATE DUE TO OFFSET COLUMNS.



FOR UPLIFT: USE $T = 21.44^k (E) [ASD]$ ← USE NAIL F=1

NOTE: TO DETERMINE REQ'D THICKNESS OF BASEPLATE, IT IS ASSUMED THAT BASE PLATE MATERIAL IS $F_y = 50$ KSI STEEL

CCD 018 CALCULATIONS

BASE PLATE DESIGN

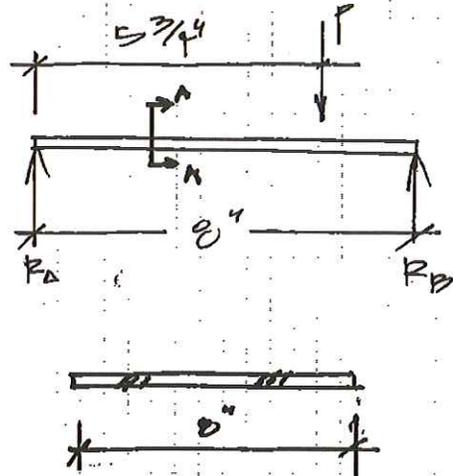
$$P = 31.44^k \text{ (B)} \quad [8000]$$

$$R_B = 31.44^k \times \frac{5.15''}{8.0''} = 22.60^k$$

$$R_A = 31.44^k - 22.60^k = 8.84^k$$

$$M_U = 22.60^k \times (8'' - 5.15'') = 50.85^k \cdot \text{in}$$

PLATE DESIGN



PER § F11, AISI 300: $M_U = M_P = F_y Z_x \leq 1.6 M_y$

$$\frac{F_y Z_x}{\Omega} = M_U$$

$$F_y = 50 \text{ ksi}; \quad \Omega = 1.67$$

$$Z_{x \text{ req}} = \frac{1.67 \times 50.85^k \cdot \text{in}}{50 \text{ ksi}}$$

$$Z_{x \text{ req}} = 1.70 \text{ in}^3$$

$$\frac{(8'')(t)^2}{4} = Z_{x \text{ req}} = 1.70 \text{ in}^3$$

$$t_{\text{req}} = \sqrt{\frac{4 \times 1.70 \text{ in}^3}{8.0''}}$$

$$t_{\text{req}} = 0.92''$$

Use 1" THICK 50 KSI PLATE

Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	1/4
Project:			
Address:	3710 S. Robertson Blvd, Culver City, CA 90232		
Phone:	310-853-7180		
E-mail:			

1. Project information

Customer company:
 Customer contact name:
 Customer e-mail:
 Comment:

Project description:
 Location:
 Fastening description:

2. Input Data & Anchor Parameters

General

Design method: ACI 318-11
 Units: Imperial units

Anchor Information:

Anchor type: Cast-in-place
 Material: AB
 Diameter (inch): 0.750
 Effective Embedment depth, h_{ef} (inch): 12.000
 Anchor category: -
 Anchor ductility: Yes
 h_{min} (inch): 14.25
 C_{min} (inch): 4.50
 S_{min} (inch): 4.50

Load and Geometry

Load factor source: ACI 318 Section 9.2
 Load combination: not set
 Seismic design: Yes
 Anchors subjected to sustained tension: Not applicable
 Ductility section for tension: D.3.3.4.3 (a) 3-6 is satisfied
 Ductility section for shear: not satisfied
 Ω_0 factor: not set
 Apply entire shear load at front row: Yes
 Anchors only resisting wind and/or seismic loads: Yes

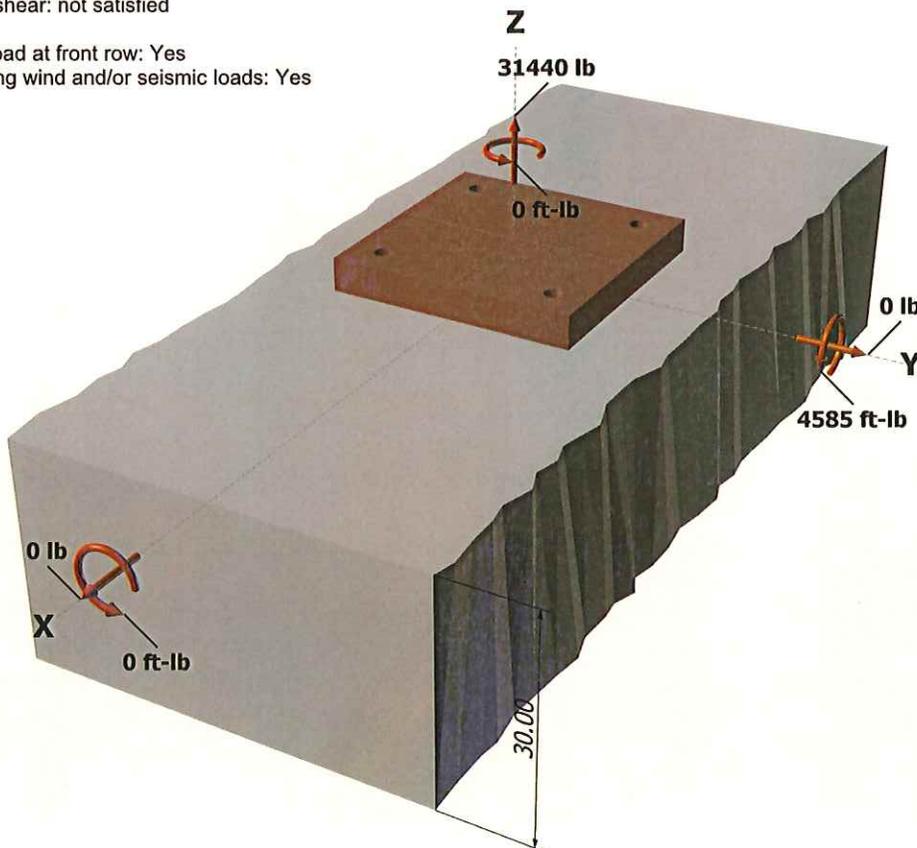
Base Material

Concrete: Normal-weight
 Concrete thickness, h (inch): 30.00
 State: Cracked
 Compressive strength, f'_c (psi): 3000
 $\Psi_{e,v}$: 1.0
 Reinforcement condition: B tension, B shear
 Supplemental reinforcement: Not applicable
 Reinforcement provided at corners: No
 Do not evaluate concrete breakout in tension: Yes
 Do not evaluate concrete breakout in shear: No
 Ignore 6do requirement: No
 Build-up grout pad: Yes

Base Plate

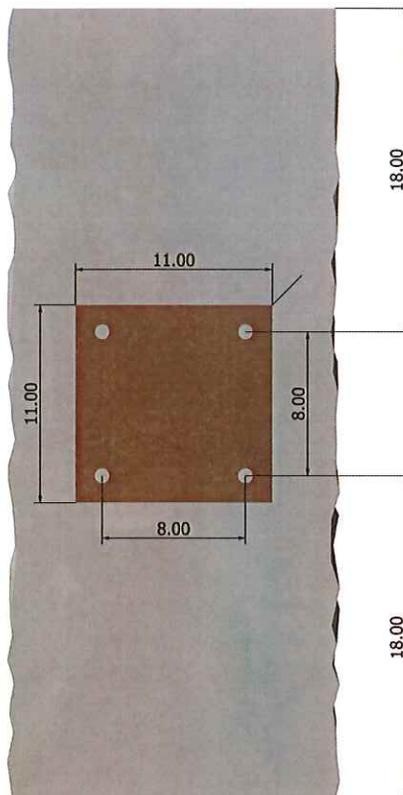
Length x Width x Thickness (inch): 11.00 x 11.00 x 1.50

<Figure 1>



Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	2/4
Project:			
Address:	3710 S. Robertson Blvd, Culver City, CA 90232		
Phone:	310-853-7180		
E-mail:			

<Figure 2>



Recommended Anchor

Anchor Name: PAB Pre-Assembled Anchor Bolt - PAB6 (3/4"Ø)



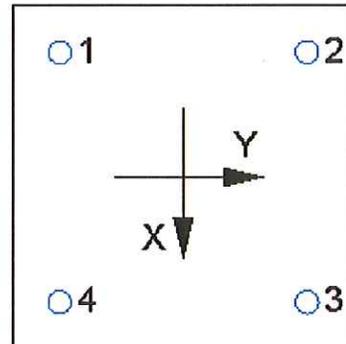
Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	3/4
Project:			
Address:	3710 S. Robertson Blvd, Culver City, CA 90232		
Phone:	310-853-7180		
E-mail:			

3. Resulting Anchor Forces

Anchor	Tension load, N_{ua} (lb)	Shear load x, V_{uax} (lb)	Shear load y, V_{uay} (lb)	Shear load combined, $\sqrt{(V_{uax})^2 + (V_{uay})^2}$ (lb)
1	11298.4	0.0	0.0	0.0
2	11298.4	0.0	0.0	0.0
3	4421.6	0.0	0.0	0.0
4	4421.6	0.0	0.0	0.0
Sum	31440.0	0.0	0.0	0.0

Maximum concrete compression strain (%): 0.00
 Maximum concrete compression stress (psi): 0
 Resultant tension force (lb): 0
 Resultant compression force (lb): 0
 Eccentricity of resultant tension forces in x-axis, e'_{Nx} (inch): 0.00
 Eccentricity of resultant tension forces in y-axis, e'_{Ny} (inch): 0.00

<Figure 3>



4. Steel Strength of Anchor in Tension (Sec. D.5.1)

N_{sa} (lb)	ϕ	ϕN_{sa} (lb)
19370	0.75	14528

6. Pullout Strength of Anchor in Tension (Sec. D.5.3)

$0.75\phi N_{pn} = 0.75\phi \psi_{c,P} N_p = 0.75\phi \psi_{c,P} 8A_{brg} f'_c$ (Sec. D.4.1, Eq. D-13 & D-14)

$\psi_{c,P}$	A_{brg} (in ²)	f'_c (psi)	ϕ	$0.75\phi N_{pn}$ (lb)
1.0	3.53	3000	0.70	44528

Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	4/4
Project:			
Address:	3710 S. Robertson Blvd, Culver City, CA 90232		
Phone:	310-853-7180		
E-mail:			

NO CHANGE

11. Results

Interaction of Tensile and Shear Forces (Sec. D.7)

Tension	Factored Load, N_{ua} (lb)	Design Strength, ϕN_n (lb)	Ratio	Status
Steel	11298	14528	0.78	Pass (Governs)
Pullout	11298	44528	0.25	Pass

PAB6 (3/4"Ø) with hef = 12.000 inch meets the selected design criteria.

12. Warnings

- Concrete breakout strength in tension has not been evaluated against applied tension load(s) per designer option. Refer to ACI 318 Section D.4.2.1 for conditions where calculations of the concrete breakout strength may not be required.
- Designer must exercise own judgement to determine if this design is suitable.



CONTINGENCY ALLOCATION REQUEST

CAR No. 42 R0

Date: 8/23/2018

Project: Marshall Elementary - New 6-8 Classroom Bldg.

DESCRIPTION OF WORK

Expedited schedule thru 4/28/18

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-6,602
	Subtotal:	-6,602

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	C. A. Buchen Corp	5,250
Expedited schedule thru 4/28/18	JF Construction Corp	1,352
	Subtotal:	6,602

Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.



 Signature
 Jose Arche, CSDA

 Printed Name & Title
 09-05-2018

 Date



 Signature
 Rebecca Miller Project Manager

 Printed Name & Title
 9/17/18

 Date



c.a. buchen corp.

9231 Glenoaks Blvd., Sun Valley, CA 91352***Tel. (818) 767-5408***Fax (818) 767-8654

STANDARD PROPOSAL/CONTRACT FORM
CONTRACTORS LIC #209850
DIR #1000004833

Date: April 13, 2018

TO: Bernards Builders Management Services

ADDRESS: 555 First Street
San Fernando, CA. 91340

ATTENTION: Rebecca Miller (805) 394-9471

C.A. BUCHEN CORP hereinafter called the Seller, proposes to furnish the materials and work as listed below, according to the plans and specifications exhibited to us, subject to the latest Code of Standard Practice of the American Institute of Steel Construction; and to all terms and conditions herein, for the sum of:

*****FIVE THOUSAND TWO HUNDRED FIFTY & 00/100 DOLLARS***** (\$5,250.00)
including all taxes now in effect

SPECIFICATIONS:

Name of Job: Marshall Elementary School Specification Section:
Location: 2900 Thurgood Marshal Dr. Oxnard, CA Addendum Noted: C.O.R #04 Job #A190
Architect: Sheet Numbers:

SCOPE OF WORK:

Per Bernards request 3/28/18: Install CCD 019 and CCD 014 columns & beam on Saturday 3/24/18 on overtime and 3/27/18 straight time. Includes boom lift rental and 40 ton crane rental. See attachment for back up. Split labor cost for Saturday 3/24/18

*The Subcontract Price is based on the current prices and surcharges for the steel types and shapes necessary for the Project as posted and made publicly available. Notwithstanding anything herein to the contrary, any increases or decreases in the price of the steel ordered by the Subcontractor for the Project, or any additional surcharges imposed on the steel ordered by the Subcontractor of the Project shall result in a corresponding dollar-for-dollar increase (or decrease) in the Subcontract Price.

Field Conditions:

- 1. Contractor to provide free and clear access (graded if necessary) to interior and exterior of building for trucks and erection equipment.
2. All anchor bolts to be chased and cleaned by others and left with leveling nuts set to correct elevations after having been properly set and straightened.
3. Two-line safety cable at building perimeter (if included above in scope of work) to be maintained and removed by others.
All safety cable materials to be coiled and stored on ground by others for CABCO pick up.
4. Any protection required at floor or roof penetrations shall be provided by others so as not to delay the continuous erection of structural steel.

EXCLUSION: This proposal does not include the following items, unless specifically noted above:

Table with 3 columns listing excluded items: Bolts entering wood, Building permits, Carpentry and Glu-Lam hardware, Concrete reinforcing steel, Costs of bond and special insurance, Costs of inspection, testing and preparation, Cutting or drilling of our work to accommodate other trades, Demolition, cutting or drilling concrete, Field painting and field measuring, Removal & replacement of fire proofing, Field welding of concrete steel reinforcing steel to structural, Final and fine plumbing of columns supporting wood, Furring channels or angle, Glass-stops, Gratings, covers and frames, Grouting or dry-packing, Joist hangers not welded to steel, Manlift and costs for use thereof, Metal 10 gauge and lighter, Metal studs and metal sash, Non-ferrous metals and stainless steel, Participating in penalties or liquidated damages applied to Buyer, Pipe sleeves and back-up plates for other trades, Removal of bracing rods and cables, Roof hatches or access doors, Sandblasting or flame-cleaning of steel before painting, Temporary safety railings and cables, Wire mesh or chainlink work, Wood nailers, Work that is not specifically detailed on Architectural or Structural drawing.

Estimator: JF

THIS PROPOSAL INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND IS SUBJECT TO YOUR WRITTEN ACCEPTANCE WITHIN THIRTY (30) DAYS FROM DATE. WHEN ACCEPTED BY YOU WITHIN SUCH TIME, THIS PROPOSAL WILL CONSTITUTE A CONTRACT OF SALE BETWEEN YOU AND OURSELVES AS PURCHASER.

Accepted:

Buyer: _____

By: _____

Printed Name & Title

Date: _____

Seller: C.A. Buchen Corp. _____

By: _____

John A. Oster - President

Date: _____

SALES CONDITIONS

Article 1: STEEL PRICES The quoted price on the attached proposal is based on current steel warehouse prices in effect at the date of our proposal. These published warehouse prices are subject to change without notice, and are subject to surcharges of various types.

Article 2: DRAWING & SPECIFICATIONS The material shall be fabricated and, if called for in the scope of work in this contract, erected in accordance with (a) the steel design drawings and specifications listed in this contract (see Specifications) and (b) shop detail drawings prepared by Seller. If such design drawings and specifications are preliminary or incomplete, Buyer shall promptly furnish design drawings and specifications which are complete, final and fully approved by the state, county or city building department having jurisdiction thereof. Any difference between the complete, final and approved drawings and specifications and those listed on the specifications in this contract shall be deemed a change in the work ordered under Article 4 hereof. Details and workmanship of fabrication and erection shall conform to the Specification published in the Manual of the American Institute of Steel Construction, and to the latest code of Standard Practice of the American Institute of Steel Construction. Buyer shall cause shop drawings to be returned to seller within fourteen (14) calendar days after submittal marked "approved" or "approved as corrected".

Article 3: INSPECTION OR TESTS Upon Buyer's written request, Seller shall furnish copies of the steel mill test reports, provided Buyer's written request therefore is received prior to the date on which Seller has placed its mill order for the required steel or withdrawn steel from its stock. Seller will also arrange for further tests and inspection, in the shop or field or in a laboratory, of any of the material called for hereunder. Unless the furnishing of such tests and inspections are specifically called for in the scope of work in this contract, they shall be furnished at Buyer's expense and only after receipt of Buyer's written order therefore. Buyer may inspect fabricated materials before shipment from Seller's plant, provided that Buyer give Seller adequate notice of intention so to do and also furnish the name on inspector. Inspection of materials and workmanship at the erection site shall be performed in such manner as will not interfere with Seller's performance. Seller shall correct or replace any materials or workmanship condemned by Buyer's inspectors during the progress of the work which do not meet the contract requirements. Defective materials which are replaced shall be removed from the erection site.

Article 4: GUARANTEE At Buyer's written request and at any time within one year from the date of completion of the work covered by this contract, Seller shall replace or correct any fabricated material which contains defects not discoverable by visual inspection during fabrication or erection and any workmanship which is defective or not in conformance with the contract requirements. Seller's liability for any losses and damages sustained by Buyer or by others as a result of any defective materials or workmanship furnished by Seller under this contract shall be limited to the replacement or correction of such defective material and workmanship within the time above stated and Seller shall not be liable for any other direct or consequential loss, damage or liability resulting from defective material and workmanship.

Article 5: CHANGES IN THE WORK Seller shall make changes in the work which Buyer may order in writing provided that such changes do not constitute material alterations. If the parties are unable to agree upon the amount of the increase in price to be charged for additional work or the credit to be allowed for reductions in the work, Seller shall, nevertheless, proceed to make such changes in accordance with Buyer's order, provided that Buyer furnish all necessary information and all work to be done by others has been properly performed; and upon completion of execution of such change order Buyer shall pay to Seller its costs of performing the additional work, computed according to Seller's established accounting practices, as certified by its accountant plus ten per cent thereof for profit, or Buyer shall be credited with the amount of any savings, similarly computed and certified, resulting from any reduction in the work.

Article 6: LIABILITY The Seller will indemnify the Buyer against loss or expense by reason of liability imposed upon the Buyer by law for damages resulting from death of or injury to persons or destruction of property occurring during the performance of Seller's work to the extent that such death, injury or damage shall have been solely due to the negligent act or omission of the Seller, its agents or employees. However this indemnity will not extend to Seller, its agents or employees. However, this indemnity will not extend to any claims, loss, damage, or expense arising out of the negligent or willful misconduct of the owner, owner-builder or contractor or any of their agents, employees, servants, consultants, professional experts or independent contractors.

Article 7: WORKMEN'S COMPENSATION INSURANCE The Seller shall carry Workmen's Compensation insurance for the protection of all labor used in the construction of the said structure, employed by the Seller. The Buyer agrees to provide adequate and safe working conditions for the employees of the Seller in and about the work herein specified.

Article 8: PATENTS Seller shall indemnify and save Buyer harmless from and against liability for patent infringement due to any inventions incorporated in the products fabricated and/or erected hereunder in compliance with designs or specifications furnished by Seller. Buyer shall indemnify Seller and save him harmless from and against liability for patent infringement resulting from Seller's compliance with designs and specifications furnished by Buyer.

Article 9: BUILDER'S RISK Buyer shall assume all risk of loss or damage to all work incorporated in the structure and all material located in and about the erection site due to the occurrence of any insurable builder's risk (including, but not limited to fire, flood, wind, hurricane, earthquake, defective soil or any cause which Seller could not have reasonably foreseen and guarded against). To the extent of Seller's insurable interest, Buyer shall name Seller as co-insured in any policy or policies of builder's risk insurance which Buyer may carry covering such work and material during the period of construction. To the extent any such loss or damage is not compensated by insurance, Buyer shall reimburse Seller for all added costs incurred by him in repairing or replacing material or work which is damaged or destroyed.

Article 10: DELIVERIES, DELAYS AND CANCELLATIONS

(a) If all required information, (including complete, final approved, design drawings and specifications) shall be furnished to Seller, and all work to be done by others shall be performed and completed in such time and manner as will not delay or interfere with Seller's work, all work called for hereunder shall be promptly delivered or completed. If Seller is delayed due to causes for which Buyer or those acting for Buyer (such as Buyer's other contractors or their subcontractors) are responsible, the time for delivery or completion of the work called for hereunder shall be extended for such period as may reasonably be necessary to enable Seller to perform a complete its work and Buyer shall reimburse Seller for any and all costs and expenses which he may incur as a direct result of any such delay.

(b) Any specified delivery or completion dates shall be correspondingly extended if and to the extent Seller is delayed in the performance of the work by floods, fires, earthquakes, epidemics, acts of God, labor disputes or slowdowns, riots, insurrections of war, governmental regulations, delays in receipt, or shortages of material, or by any cause beyond Seller's reasonable control.

(c) If for any reason Buyer is unable to accept scheduled delivery of fabricated materials or to permit delivery of materials at the erection site designated herein, then Buyer shall pay Seller, upon demand, the contract price for such material, less the value (computed according to Seller's established accounting practices) of any work hereunder remaining to be performed, and also reimburse Seller for all costs and expenses incurred in storing, caring for, handling and disposing of such material.

(d) Unless otherwise expressly provided herein, all work shall be performed during regular working hours of regular working days. If Buyer should require overtime, the added cost thereof shall be reimbursed to Seller, in addition to the contract price.

(e) Unless specifically expressed herein, steel is to be shop-painted with the Seller's standard primer, and the Seller will not be responsible for the condition of the paint after this work has been delivered to the custody of others.

Article 11: ERECTION CONDITIONS If erection is called for in the specifications listed in this contract, Buyer shall without cost to Seller:

(a) Provide adequate foundations of proper height, any required wood blocking and/or wood backing for handrails, place wood-posts, shores and wall-plates to correct elevations and dimensions, set all anchor bolts, leveling plates and loose column base plates, and establish all levels and datum lines. Buyer to promptly report in writing to the Seller any deviations in the work of others which could cause a misfit in the Seller's work.

(b) Schedule operations so that erection work of Seller may be carried out in proper sequence and with a single erection trip and in one continuous operation, unless more than one trip would necessarily be required:

(c) Provide and maintain necessary ingress and egress, and a firm and properly graded site that is free of all obstructions over the entire building area, safe for Seller's employees, and suitable for the safe operation of loaded trucks and crawler and truck cranes without use of planks or supporting pads, excepting only in those cases where normal erection practice necessitates truck and crane operation over existing concrete, paving or flooring;

(d) Remove any overhead obstructions to erection, including wires, before arrival of Seller's equipment at the site;

(e) Furnish, place and maintain necessary lights, barricades, flagmen, safety railings, planking, overhead protection, and do and perform all things so required by the ordinances of the state, city or county in which the structure is located, or the rules and regulations of any of the departments of said state, city or county.

Article 12: TERMS OF PAYMENT The terms of payment shall be:

(a) Material only: Net 10th for material delivered the previous month.

(b) Material not in place: Payments to be made on or before the 10th of each month covering 95% of the contract value of all materials stored during the preceding month.

(c) Material installed and in place: Payments to be made on or before the 10th of each month, covering 95% of the contract value of all materials installed in place during the preceding month. Balance of 5% to be paid within 30 days after completion of work covered by the terms of this Agreement. The entitlement of the Seller to payment shall be absolute and not contingent upon the Buyer receiving payment for such work.

(d) If payment is to be made on the basis of the weight of materials and the method of calculating weights is not specified, materials shall be invoiced on the basis of weights calculated from detail drawings and shop bills in accordance with the method of calculating weights prescribed in the latest Code of Standard Practice of the American Institute of Steel Construction.

(e) Until paid for, the title to and ownership and right of repossession of the material covered by this contract shall be and remain in the Seller, should the Buyer become insolvent or refuse or neglect to pay for said material.

(f) No charges for labor or material furnished by the Buyer shall be allowed as a credit on this agreement, unless authorized in writing by the Seller.

All payments shall be made as stipulated at the address of the Seller. When not so paid, then the entire contract price shall become immediately due and payable. The Buyer agrees to pay the Seller interest on all past due balances at the rate of the higher of (a) ten percent (10%) per annum (0.833% per month), or (b) five percent (5%) per annum, plus the rate prevailing on the 25th of the month preceding the acceptance of this Proposal-Contract, established by the Federal Reserve Bank of San Francisco or advances to member banks under Sections 13 and 13 (a) of the Federal Reserve Act as in effect on said dated of acceptance or as may be thereafter from time-to-time amended (or, if there is no such single determinable rate of advances, the closest counterpart of such rate as shall be designated by the Superintendent of Banks of the State of California unless some other person or agency is delegated such authority by the Legislature.

Article 13: ATTORNEYS FEES If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party in any such proceeding, action or appeal thereon, shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. Seller shall be entitled to attorney's fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

Article 14: ARBITRATION Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to arbitration. Claims shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.

Limitations on Consolidation or Joinder. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SHOULD YOU DESIRE TO ENTER INTO A CONTRACT ON THE TERMS AND CONDITIONS SET FORTH ABOVE, PLEASE SO INDICATE BY SIGNING ON PAGE 1 AND INITIALING BELOW AND RETURN TO US WITHIN 30 DAYS FROM THE ABOVE DATE HEREOF, ONE COPY OF THIS PROPOSAL WHICH SHALL BECOME A CONTRACT SUBJECT TO THE APPROVAL OF THE BUYER'S CREDIT. SUCH CREDIT SHALL BE DEEMED APPROVED UNLESS BUYER IS GIVEN WRITTEN NOTICE TO THE CONTRARY, WITHIN 10 DAYS AFTER SELLER HAS RECEIVED BUYER'S ACCEPTANCE OF THIS PROPOSAL.

Initials: _____

To: Bernards Builders

Regarding project:

Marshal E.S

Attn: Rebecca Miller

Job#: SE-A190

Date: 4/11/2018

Request for change order # 04

1	Project Engineering	1	hr @	\$ 80.00		\$80
2	Field measure		hr @	\$ 80.00		\$0
3	Detailing		hr @	\$ 80.00		\$0
4	Shop labor		hr @	\$ 86.40		\$0
5	Ironworker	18	hr @	\$ 86.40		\$1,555
	Ironworker Overtime	6	hr @	\$ 113.96		\$684
7	Materials:					
	# W.F			\$ 0.60	/lb	\$0
8	# PL/HSS				/lb	\$0
9	Channel			\$ 0.75		\$0
10	M. Channel			\$ 1.00		\$0
11	Galvanizing		Lb	\$ 1.00	/lb	\$0
	Zinc Primer		Lb	\$ 1.00	/lb	\$0
12	Buy outs:					
	Cane Bolts			\$ -		\$0
13	Casters			\$ -		\$0
14	Hinges			\$ -		\$0
15	Deck			\$ -		\$0
16	Mesh Panels			\$ -		\$0
17	Delivery&Pickup		round trip	\$ 320.00		\$0
	Semi Delivery		round trip	\$1,100.00		\$0
18	40 Ton Crane			\$ -		\$1,439
19	Crane in/out			\$ -	vary per crane size	\$0
20	Boom lift			\$ -		\$807
21	8K - Fork lift		day @	\$ 300.00	plus delivery	\$0
22	Field equip:					
	Stick weld		hr @	\$ 20.00	(250cc)	\$0
23	Innershield	3	hr @	\$ -	(300- 400cc)	No charge
24	F.P. inshield		hr @	\$ 25.00	(650cc)	\$0
25	Snap off gun		hr @	\$ 80.00		\$0
26	Working field truck w/tools	10	hr @	\$ -	Field equip & Rigging	No charge
27	Air compressor		day @	\$ 100.00		\$0
28	Burning outfit		day @	\$ 105.00		\$0
29	Special equipment		hr @	\$ 9.00	Air-arc	\$0
30	Special equipment		day @	\$ 70.00	Fire blanket shield	\$0
						Subtotal \$4,565
	Tax on materials & galvanizing (9.5%)					\$0
	Profit & Overhead			15%		\$685
						Total this change order <u>\$5,250</u>



c.a. buchen corp.

9231 glen Oaks blvd. sun valley, california 91352-2688 (818) 767-5408 • fax (818) 767-8654

Job Name Marshall Elementary school Date of Work 3-24-18

Location 2900 Thurston Marshall drive Cabco Job No. A-190

Contractor Bernards Contractor Job # _____

EMPLOYEE NAME	FOREMAN	JOURNEY-MAN	APPREN-TICE	HOURS WORKED		
				ST	OT	2T
Dou (T)	✓			4	4	
easy			✓	4	4	
Ramon		✓		4	4	
TOTAL HOURS					12	

DESCRIPTION OF WORK/EQUIPMENT:
unload for lift, 200 boom, shot, level nuts, put up one column,

CONTRACTOR'S SUPERVISOR:

PRINTED NAME

SIGNATURE





c.a. buchen corp.

9231 glen Oaks Blvd. sun valley, california 91352-2688 (818) 767-5408 • fax (818) 767-8654

Job Name Marshall Elementary Date of Work 3-27-18
 Location 2900 Thurgood Marshall Drive Cabco Job No. 2190
extra
 Contractor BENARDS Contractor Job # _____

EMPLOYEE NAME	FOREMAN	JOURNEY- MAN	APPREN- TICE	HOURS WORKED		
				ST	OT	2T
DON		✓		6		
MIKE T	✓			6		
Ramon		✓		6		
TOTAL HOURS				18		

DESCRIPTION OF WORK/EQUIPMENT:
Set up crane, put up 3 columns on F Line, put up
Big column, take down crane, weld on weld washers

CONTRACTOR'S SUPERVISOR:

 PRINTED NAME SIGNATURE



IRONWORKERS LABOR RATES (STRUCTURAL STEEL)
thru 6/30/18

EFFECTIVE Jan 1 thru June 30, 2018

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
WAGE RATES	40.70	61.05	81.40
VACATION	4.00	4.00	4.00
SUBTOTAL BASIC RATES	44.700	65.050	85.400
PAYROLL TAXES			
FICA (6.2%)	2.77	4.03	5.29
MEDICARE (1.45%)	0.65	0.94	1.24
FUTA (.60%)	0.27	0.39	0.61
SUTA (6.20%)	2.77	4.03	5.29
ETT (0%)	0.00	0.00	0.00
SUBTOTAL PAYROLL TAXES (14.45%)	3.69	5.37	7.05
WORKMEN'S COMP (22%)			
	8.59	12.45	16.31
GENERAL LIABILITY (8%)			
	2.97	4.64	6.08
FRINGE BENEFITS			
HEALTH & WELFARE	9.55	9.55	9.55
PENSION	13.32	13.32	13.32
TRAINING (APPRENTICESHIP)	0.72	0.72	0.72
ANNUITY	2.21	2.21	2.21
MISC	0.655	0.655	0.655
SUBTOTAL BENEFITS (67%)	26.455	26.455	26.455
ACTUAL COST PER LABOR HOUR	86.40	113.96	141.29

Note: All equipment will be charged at standard rental rates + 15%



SPUD'S

CRANE SERVICE, INC.

12521 BRANFORD STREET, PACOIMA, CALIFORNIA 91331
 24 HRS (818) 367-2433 / (661) 251-1355 / FAX (818) 896-6202

INVOICE

BILL TO
C.A.B.C.O. 9231 GLENOAKS BLVD. SUN VALLEY, CA. 91352

JOB DATE	INVOICE #
3/27/2018	27587

JOB LOCATION
2900 THURGOOD-MARSHALL DR. OXNARD JACK 661-857-3899 ***NO PRELIM***

TELEPHONE NO.	P.O. NO.	CREW	WORK ORDER	TERMS	DUE DATE
818-767-5408	35258	BROKERED	100565	Net 30 days	4/26/2018

DESCRIPTION	HOURS	RATE	EXTENSION
40 TON CRANE	6	220.00	1,320.00
OVERTIME	0.5	60.00	30.00
PERMITS	1	89.00	89.00
8% FUEL SURCHARGE - WAIVED	0	115.12	0.00
THANK YOU. WE APPRECIATE YOUR BUSINESS			TOTAL \$1,439.00

SPUD'S CRANE SERVICE, INC.

Hereinafter called the Owner, hereby rents and leases the equipment and supplies the operators as described on the face hereof, subject to the following conditions: **INDEMNITY** The Lessee expressly agrees to indemnify and save Lessor harmless from and against all claims, demands, liabilities, suits or judgments of whatsoever kind or nature, and all costs or expenses in connection therewith, including court costs and attorney's fees, arising out of or resulting from death or injury to persons, including employees of the Lessor, and loss, damage or injury including the leased equipment, caused or occasioned, or claimed to be caused or occasioned directly or indirectly, by or in connection with the work being performed under this order or being done by said equipment or by any personnel furnished in connection with said equipment. It is expressly agreed that the leased equipment and the personnel furnished in connection therewith are under the exclusive jurisdiction, control and supervision of the Lessee: **PREVENTION** If the owner shall be prevented, delayed or interfered with by weather, unforeseeable equipment malfunctions, strikes, war, fire, causes beyond his control, exercise of governmental control, priorities, or any circumstances relating directly, or indirectly to the operation of the US Government from performing any agreement hereof, or if said equipment shall be seized or taken over by the U.S., or governmental agency, then the Owner shall be excused from the performance of this contract shall be so prevented or interfered with. **WORKING CONDITIONS** Firm, dry, unobstructed access into the work area to be provided by the customer. **ATTORNEY'S FEE** If either party becomes a party to any litigation concerning this rental by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable for reasonable attorney's fees and court costs incurred by it in the litigation. If either party commences an action against the other party arising out of or in connection with this rental the prevailing party shall be entitled to have and recover from the losing party attorney's fees and cost of suit. **ACCEPTANCE** This agreement shall be deemed the exclusive agreement of the parties subject to the terms and conditions hereof, when accepted by acknowledgement or commencement of performance by Owner.

CUSTOMER NEEDS TO SIGN, PLEASE.



SPUD'S CRANE SERVICE, INC.

12521 BRANFORD STREET, PACOIMA, CALIFORNIA 91331

24 Hrs. (818) 367-2433 / (805) 251-1355 / (800) 332-2580 / Fax (818) 886-6202

Charge To CABCO (N) Day Tuesday Date 3/27/18
 Billing Address _____ Business Phone _____
 Job Location 2900 Thurgood-Marshall Dr Job No. _____
 Equipment Ordered CRANE P.O. No. 35258
 Equipment No. _____ Boom Length _____ Jib Length _____ Job Phone _____
 Operator _____ Oiler _____

Equipment To Work As Directed By Customer SACK
(661) 857-3877

LEFT YARD	5:30	AM PM		HRS.	RATE	EXTENSION
STAND		AM PM	EQUIPMENT TIME	6	220	
BY		AM PM	CREW TIME			
ARRIVED JOB	7:30	AM PM	CREW O.T.	.5	60	
START JOB	7:30	AM PM	CREW D.T.			
FINISH JOB	10:00	AM PM	LONG BOOM PREMIUM			
LEAVE JOB	10:00	AM PM	SUBSISTENCE			
STAND		AM PM	RIGGING TRUCK			
BY		AM PM	BOOM TRUCK			
ARRIVED YARD	11:30	AM PM	RIGGER			
TOTAL HRS.			PERMIT	1	89	
LOST TIME						
NET HRS.						TOTAL CHARGES
	EQUIP.	CREW				

The undersigned warrants and represents that he/she possesses the authority to sign this Rental Agreement on behalf of the lessee, and by signing specifically accepts the terms and conditions on the reverse side of this document.

Because of contractor's instruction to perform services in a manner and under conditions not acceptable to Spud's Crane Service, Inc., we shall not be responsible for any damage or damages therefrom.

ACCEPTED AND SIGNED BY [Signature]

Payment is due and payable upon completion. Payments delayed more than thirty (30) days shall be charged 1 1/2% per month on unpaid balance.

ACCEPTED AND SIGNED BY X

Your signature hereon specifically accepts the terms and conditions as defined on the reverse side of this document and any other contract with the above named lessee.

WORK ORDER

100565

Alliance Rental Solutions Inc.

23639 Via Primero
Valencia, CA 91355

alliancerentalsolutions.com

818-367-6063 Phone
818-367-0713 Fax

Status: Closed

Invoice #: 56846
Invoice Date: Thu 3/29/2018
Date Out: Sat 3/24/2018 7:00AM

Operator: Walter
Terms: On Account

Customer #: 3178

C.A. Buchen Corp
9231 Glenoaks Blvd.
Sun Valley, CA 91352

818-767-5408 Phone
818-767-8654 Fax

Job Descr: 2900 Thurgood Marshall Dr, Oxnard 93036
PO #: 34056

Job No: School

Salesman: Dan

Qty	Key	Items	Part#	Status	Returned Date	Price
1	LIFB30E-8673	LIFT, 30' BOOM, ELECTRIC Meter Out: 645.4 4Hrs \$150.00 1day \$150.00 1week \$450.00 4weeks \$1,200.00		Returned	Tue 3/27/2018 2:48PM	\$450.00
		Meter In: 646.0 Total hours on meter: 0.6				
1	DELCH2-SEMI	DELIVERY CHARGE		Pulled		\$187.50
1	PUCH2-SEMI	PICKUP CHARGE		Pulled		\$125.00

Thank you for being a loyal customer. Please visit our website
alliancerentalsolutions.com

Rental Contract

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

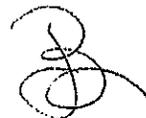
Rental rates are based upon single shift usage (8 hours per day, 5 days per week). If customer makes greater usage of the equipment it is agreed that additional usage will be charged.

CUSTOMER IS RESPONSIBLE FOR THEFT OF EQUIPMENT OR ANY DAMAGES TO EQUIPMENT.
NO INSURANCE IS OFFERED.

I certify that I have read and agree to all terms of this contract.

Signature: _____

C.A. Buchen Corp



Rental:	\$450.00
Sales:	\$312.50
Subtotal:	\$762.50
EPA:	\$9.00
Oxnard:	\$35.57
Total:	\$807.07
Paid:	\$0.00
Amount Due:	\$807.07

Modification #5
Contract-Params.rpt (1)

Project: MARSHALL ELEMENTARY SCHOOL.		Date: 4.21.18	Day: SAT.
Work performed today:		Weather: (Sunny) HOT.	
HD DAY.		Employees	
19 HPD 14 (684 SDS SCREWS)		Names	
4 HDV 11 (120 SDS SCREWS)		Union	Hours
16 HD19 80 1" BOLTS		GREG SCHOMAKER	8
80 1" NUTS		LOUIS DELATORRE	8
80 3/2 X 3 1/2 WASHERS		CARLOS EK	8
		MANNY SANCHEZ	8
		OVERTIME	
		32 HRS	
Extra Work/Lumber And Hardware Count			
ADDING EXTRA SDS SCREWS TO BRIDGING			
Verification of Time Only Subject to the Terms and Conditions of the Distribution Agreement			
CARLOS EK 5 HRS		By: [Signature]	
1- 6x8x14 DF SYS KD		Signature: [Signature]	
REPLACEMENT 6x8x14 POST.		Date: 04-21-18	PER DSA
LOUIS DELATORRE 1 HR			
MANNY SANCHEZ 1 HR			
Other crafts / Contractors that effect our work			
Equipment used today-owned / rented			
SKY TRACT OWNED			
.11.13 (2) RENTED.			
Extra work performed today:		Materials delivered	



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 43 R0

Date: 8/23/2018

DESCRIPTION OF WORK

Add 520 studs at elevator and drinking fountain per SEOR #6

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	C. A. Buchen Corp	11,233
	Subtotal:	11,233
Total Change Order Request Amount		11,233

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.



 Signature
 Jose Arche, CSDA

 Printed Name & Title
 09-10-2018

 Date



 Signature
 Rebecca Miller, Project Manager

 Printed Name & Title
 9/17/18

 Date

C.A. Buchen Corp.

Change Order Backup

To: Bernards Builders

Regarding project:

Attn: Rebecca Miller

Marshal E.S

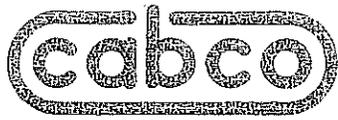
Job#: SE-A190

Date: 8/6/2018

Request for change order # 16

Per Bernards request: 520 piece 3/8" X 3-1/2 studs were ordered to be installed on elevator frame & drinking fountain frame. Bernards to layout stud location. Stud machine was required plus boom lift. See attached field tickets dated 7/2018, 7/23/18 and 7/24/18 plus additional back up. Studs not shown on plans or approvals.

1	<u>Project Engineering</u>	4	hr @	\$ 80.00		\$320
2	<u>Field measure</u>		hr @	\$ 80.00		\$0
3	<u>Detailing</u>	6	hr @	\$ 80.00		\$480
4	<u>Shop labor</u>		hr @	\$ 86.40		\$0
5	<u>Ironworker</u>	54.5	hr @	\$ 86.40		\$4,709
7	<u>Materials:</u>					
8		# W.F		\$ 0.60	/lb	\$0
9		Plate	Lb	\$ 0.75	/lb	\$0
10		Bolts	Lb			
11		M. Channel		\$ 1.00		\$0
12		<u>Galvanizing</u>	Lb	\$ 1.00	/lb	\$0
13		<u>Zinc Primer</u>	Lb	\$ 1.00	/lb	\$0
14	<u>Buy outs:</u>	Cane Bolts		\$ -		\$0
15		Casters		\$ -		\$0
16		Hinges		\$ -		\$0
17		Deck		\$ -		\$0
18		Mesh Panels		\$ -		\$0
19		<u>Delivery&Pickup</u>	round trip	\$ 320.00		\$0
20		<u>Semi Delivery</u>	round trip	\$1,100.00		\$0
21		<u>Crane</u>	hr @	\$ -	varies	\$0
22		<u>Crane in/out</u>		\$ -	vary per crane size	\$0
23		<u>Boom lift</u>	853	\$ -	varies	\$853
24		<u>Stud machine</u>	3,406	day @		\$3,406
25	<u>Field equip:</u>	<u>Stick weld</u>	hr @	\$ 20.00	(250cc)	\$0
26		<u>Innershield</u>	hr @	\$ 25.00	(300- 400cc)	\$0
27		<u>F.P. inshield</u>	hr @	\$ 25.00	(650cc)	\$0
28		<u>Grinder</u>	hr @	\$ 2.00		\$0
29		<u>Working field truck w/tools</u>	hr @	\$ 25.00		\$0
30		<u>Mag Drill</u>	hr @	\$ 5.00		\$0
31		<u>Burning outfit</u>	hr @	\$ 13.00		\$0
32		<u>Special equipment</u>	hr @	\$ 9.00	Air-arc	\$0
33		<u>Special equipment</u>	day @	\$ 70.00	Fire blanket shield	\$0
						Subtotal <u>\$9,768</u>
		<u>Tax on materials & galvanizing (9.5%)</u>				\$0
		Profit & Overhead		15%		<u>\$1,465</u>
						Total this change order <u><u>\$11,233</u></u>



c.a. buchen corp.

9231 glenoaks blvd. sun valley, california 91352-2688 (818) 767-5408 • fax (818) 767-8654

Job Name Marshall ES. Oxford Date of Work July 20 2018
 Location 2900 Thurgood Marshall Dr. Cabco Job No. SE-A190
 Contractor Burns & McDonnell Contractor Job # _____

EMPLOYEE NAME	FOREMAN	JOURNEY- MAN	APPREN- TICE	HOURS WORKED		
				ST	OT	2T
Don T	✓			8		
Manny		✓		8		
Justin		✓		8		
Equipment						
Rental Nelson stud machine						
Alliance Boom lift						
Shop truck						
TOTAL HOURS						

DESCRIPTION OF WORK/EQUIPMENT:

Install "Nelson studs" at Elevator and Drinking fountain
 Frames NOT on approved shop drawings Per SEOR Field
 Report #10, Item #11

CONTRACTOR'S SUPERVISOR:

Will Van Zee
 PRINTED NAME

Will Van Zee
 SIGNATURE



cabco c.a. buchen corp.

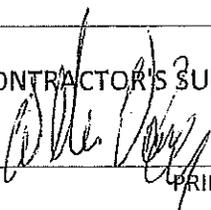
9231 glen Oaks blvd. sun valley, california 91352-2688 (818) 767-5408 • fax (818) 767-8654

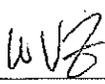
Job Name Marshall E.S. Oxnard Date of Work 7-23-2014
 Location 2900 - Shurgood Marshall Dr Cabco Job No. SE-1190
 Contractor Bernards Contractor Job # _____

EMPLOYEE NAME	FOREMAN	JOURNEY-MAN	APPREN-TICE	HOURS WORKED		
				ST	OT	2T
Don T	✓			8		
Justin				6.5		
// Equipment //						
Rental Nelson Stud Machine - /						
Aerial Boom Lift - /						
Shop Truck - /						
TOTAL HOURS				14.5		

DESCRIPTION OF WORK/EQUIPMENT:

install Nelson studs at Elevator shaft, not on approved shop drawings
per spec or files refer to item #1

CONTRACTOR'S SUPERVISOR:

 PRINTED NAME


 SIGNATURE



Alliance Rental Solutions Inc.

23639 Via Primero
Valencia, CA 91355
alliancerentalsolutions.com

818-367-6063 Phone
818-367-0713 Fax

Status: Closed

Invoice #: 59404
Invoice Date: Wed 7/25/2018
Date Out: Fri 7/20/2018 7:00AM

Operator: Walter
Terms: On Account

Customer #: 317B

C.A. Buchen Corp
9231 Glenoaks Blvd.
Sun Valley, CA 91352

818-767-5408 Phone
818-767-0654 Fax

Job Descr: 2900 Thurgood Marshall Dr, Oxnard 93036
PO #: 35285

Job No: Marshall Elem Sch.

Salesman: Dan

Qty	Key	Items	Part#	Status	Returned Date	Price
1	LIFB45A-22809	LIFT, 45' BOOM, ARTIC, JIB		Returned	Tue 7/24/2018 5:00PM	\$450.00
		Meter Out: 4806.2 4Hrs \$150.00 1day \$150.00 1week \$450.00 4weeks \$1,200.00				
		Meter In: 4819.0 Total hours on meter: 12.8				
1	DELCH2-SEMI	DELIVERY CHARGE		Pulled		\$145.00
1	PUCH2-SEMI	PICKUP CHARGE		Pulled		\$145.00
8.5	DIES	DIESEL		Pulled		\$63.75

Thank you for being a loyal customer. Please visit our website
@alliancerentalsolutions.com

Rental Contract

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

Rental rates are based upon single shift usage (8 hours per day, 5 days per week). If customer makes greater usage of the equipment it is agreed that additional usage will be charged.

CUSTOMER IS RESPONSIBLE FOR THEFT OF EQUIPMENT OR ANY DAMAGES TO EQUIPMENT.
NO INSURANCE IS OFFERED.

I certify that I have read and agree to all terms of this contract.

Signature:

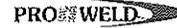
C.A. Buchen Corp



Rental:	\$450.00
Sales:	\$353.75
Subtotal:	\$803.75
EPA:	\$9.00
Oxnard:	\$40.51
Total:	\$853.26
Paid:	\$0.00
Amount Due:	\$853.26



7900 W. Ridge Rd. * P.O. Box 4019 * Elyria, OH 44036-2019 USA
 Phone: (440) 329-0400 * Fax: (440) 329-0526
 DUNS#: 00.446.6199 * Federal ID: 52-2213124



ACCOUNT: 16092 29

Invoice No.	Nelson Order	Customer Order Number	Terms	Type	Salesperson
NS 2367950	1035661	35284 JOB#SE-A190	Net 30 Days	1	383
Invoice Date	Shipped Date	Shipped From	Shipped via	Class	Weight
7/26/18	7/26/18	NELSON STUD - WALNUT	See Carrier Below	115	

Sold to: BUCHEN C A CORPORATION
 9231 GLENOAKS BLVD
 SUN VALLEY, CA 91352 UNITED STATES

Ship to: MARSHALL ELEMENTARY SCHOOL (C/O CA BUCHEN)
 Attention: ATTN: DON
 2900 THURGOOD MARSHALL DRIVE
 (8AM DELIVERY OR SOONER IF POSSIBLE)
 OXNARD, CA UNITED STATES

Qty Ordered	Unit	Part number	Description	Qty Shipped	Unit Price	Extension
Load: 182166 Carrier: SALES/SERVICE Terms: DLV-DELIVERY						
1.000	EA	114000007	RENTAL, A-C DIESEL GENERATOR FINAL BILLING FOR W7 DIESEL GENERATOR RENTAL AT \$2000.00 LESS 945.00-ALREADY BILLED TOTAL \$1055.00 FUEL: 20 GAL @ 8.00/GAL \$160.00 DEL AT: \$300.00 PICK UP AT: \$300.00 EQUIPMENT RENTAL LOT PRICE SERVICE LABOR 20-30 CERTS REQUIRED WITH SHIPMENT	1.000	.0000	.00
						1,055.00
						160.00
						600.00
Subtotal		Additional Freight - Non Taxable		Sales Tax		Payable in US Dollars
1,815.00		.00		.00		Total 1,815.00

Please detach and remit with payment

Past due invoices paid with a credit card are subject to a late fee.



BUCHEN C A CORPORATION
 9231 GLENOAKS BLVD
 SUN VALLEY, CA 91352 UNITED STATES

Invoice No.	Invoice Date	Account No.
NS 2367950	7/26/18	16092 29
Amount Due	Amount Enclosed:	
1,815.00		

Terms: Net 30 Days

To review our most current terms & conditions, please visit
<http://nelsonstud.com/portal/portals/0/tandcsales.html?lang=eng>

Due By: 8/25/18

Remit To:

Nelson Stud Welding Inc.
 P.O. Box 504781
 St. Louis, MO 63150-4781 USA

WIRE TRANSFER REMITTANCES TO:

Bank of America
 Bank Account: 385006934617
 Bank Wire Code: 026009593
 ACH Payments use Routing # 011900571



7900 W. Ridge Rd. * P.O. Box 4019 * Elyria, OH 44036-2019 USA
 Phone: (440) 329-0400 * Fax: (440) 329-0526
 DUNS#: 00.446.6199 * Federal ID: 52-2213124



ACCOUNT: 16092 29

Invoice No.	Nelson Order	Customer Order Number	Terms	Type	Salesperson
NS 2368257	1035661	35284 JOB#SE-A190	Net 30 Days	1	383
Invoice Date	Shipped Date	Shipped From	Shipped via	Class	Weight
7/27/18	7/27/18	NELSON STUD - WALNUT	See Carrier Below	115	.100

Sold to:

BUCHEN C A CORPORATION
 9231 GLENOAKS BLVD
 SUN VALLEY, CA 91352 UNITED STATES

Ship to:

MARSHALL ELEMENTARY SCHOOL (C/O CA BUCHEN)
 Attention: ATTN: DON
 2900 THURGOOD MARSHALL DRIVE
 (8AM DELIVERY OR SOONER IF POSSIBLE)
 OXNARD, CA UNITED STATES

Qty Ordered	Unit	Part number	Description	Qty Shipped	Unit Price	Extension
Load: 182363 Carrier: SALES/SERVICE Terms: DLV-DELIVERY						
2.000	EA	501001011	GRIP, CLOSED-5/8 BILLING FOR ADDITIONAL GRIPS DELIVERED TO THE JOBSITE. 20-30 CERTS REQUIRED WITH SHIPMENT	2.000	15.0000	30.00
Subtotal		Additional Freight - Non Taxable		Sales Tax		Payable in US Dollars Total
30.00		.00		.00		30.00

Please detach and remit with payment

Past due invoices paid with a credit card are subject to a late fee.



BUCHEN C A CORPORATION
 9231 GLENOAKS BLVD
 SUN VALLEY, CA 91352 UNITED STATES

Invoice No.	Invoice Date	Account No.
NS 2368257	7/27/18	16092 29
Amount Due	Amount Enclosed:	
30.00		

Terms: Net 30 Days

To review our most current terms & conditions, please visit
<http://nelsonstud.com/portal/portals/0/tandcsales.html?lang=eng>

Due By: 8/26/18

Remit To:

Nelson Stud Welding Inc.
 P.O. Box 504781
 St. Louis, MO 63150-4781 USA

WIRE TRANSFER REMITTANCES TO:

Bank of America
 Bank Account: 385006934617
 Bank Wire Code: 026009593
 ACH Payments use Routing # 011900571



7900 W. Ridge Rd. * P.O. Box 4019 * Elyria, OH 44036-2019 USA
 Phone: (440) 329-0400 * Fax: (440) 329-0526
 DUNS#: 00.446.6199 * Federal ID: 52-2213124



ACCOUNT: 16092 29

Invoice No.	Nelson Order	Customer Order Number	Terms	Type	Salesperson
NS 2366859	1035661	35284 JOB#SE-A190	Net 30 Days	1	383
Invoice Date	Shipped Date	Shipped From	Shipped via	Class	Weight
7/20/18	7/20/18	NELSON STUD - WALNUT	See Carrier Below	115	139.270

Sold to: BUCHEN C A CORPORATION
 9231 GLENOAKS BLVD
 SUN VALLEY, CA 91352 UNITED STATES

Ship to: MARSHALL ELEMENTARY SCHOOL (C/O CA BUCHEN)
 Attention: ATTN: DON
 2900 THURGOOD MARSHALL DRIVE
 (8AM DELIVERY OR SOONER IF POSSIBLE)
 OXNARD, CA UNITED STATES

Qty Ordered	Unit	Part number	Description	Qty Shipped	Unit Price	Extension
Load: 180535 Carrier: SALES/SERVICE Terms: DLV-DELIVERY						
1.000	EA	114000007	RENTAL,A-C DIESEL GENERATOR **DUAL-GUN DIESEL RENTAL** \$945.00 PER DAY OR \$2000.00 PER WEEK FD# HDG# HDG# 4EA:14" LEGS 2EA:MED FEET AND CHUCK ADAPTORS 2EA: 250' GROUND CABLE 2EA: 250' COMBO CABLE SHOOTING: CPL 5/8 X 3 1/2 (HORIZONTAL & VERTICAL) SERVICE LABOR: DELIVERY & SETUP = \$300.00 SERVICE LABOR: PICKUP = \$300.00 2EA:EXTRA CHUCKS AND GRIPS INCLUDED (JUST IN CASE) EQUIPMENT RENTAL	1.000	.0000	.00
1.000	EA	500001016	CHUCK, 5/8, AS-#2MTx3 LG	3.000	45.0000	135.00
1.000	EA	501001011	GRIP, CLOSED-5/8	3.000	15.0000	45.00
500.000	EA	101017387	CPL 5/8-11 X 3 1/2 MS	500.000	.8400	420.00
20.000	EA	101017387	CPL 5/8-11 X 3 1/2 MS	20.000	.8400	16.80
520.000	EA	100101039	FERRULE CPL 5/8 (M16) F239	520.000	.0000	.00
25.000	EA	100101234	FERRULE CPL 5/8 VERT SURF 20-30 CERTS REQUIRED WITH SHIPMENT	25.000	.0000	.00



7900 W. Ridge Rd. * P.O. Box 4019 * Elyria, OH 44036-2019 USA
 Phone: (440) 329-0400 * Fax: (440) 329-0526
 DUNS#: 00.446.6199 * Federal ID: 52-2213124



ACCOUNT: 16092 29

Invoice No.	Nelson Order	Customer Order Number	Terms	Type	Salesperson
NS 2366859	1035661	35284 JOB#SE-A190	Net 30 Days	1	383
Invoice Date	Shipped Date	Shipped From	Shipped via	Class	Weight
7/20/18	7/20/18	NELSON STUD - WALNUT	See Carrier Below	115	139.270

Sold to: BUCHEN C A CORPORATION
 9231 GLENOAKS BLVD
 SUN VALLEY, CA 91352 UNITED STATES

Ship to: MARSHALL ELEMENTARY SCHOOL (C/O CA BUCHEN)
 Attention: ATTN: DON
 2900 THURGOOD MARSHALL DRIVE
 (8AM DELIVERY OR SOONER IF POSSIBLE)
 OXNARD, CA UNITED STATES

Qty Ordered	Unit	Part number	Description	Qty Shipped	Unit Price	Extension
[This area is heavily obscured by a dense grid pattern, likely representing a large quantity of items or a scanning artifact.]						

Subtotal	Additional Freight - Non Taxable	Sales Tax	Payable in US Dollars	Total
1,561.80	.00	.00		1,561.80

Please detach and remit with payment

Past due invoices paid with a credit card are subject to a late fee.



BUCHEN C A CORPORATION
 9231 GLENOAKS BLVD
 SUN VALLEY, CA 91352 UNITED STATES

Invoice No.	Invoice Date	Account No.
NS 2366859	7/20/18	16092 29
Amount Due	Amount Enclosed:	
1,561.80		

Terms: Net 30 Days

To review our most current terms & conditions, please visit
<http://nelsonstud.com/portal/portals/0/tandcsales.html?lang=eng>

Due By: 8/19/18

Remit To:

Nelson Stud Welding Inc.
 P.O. Box 504781
 St. Louis, MO 63150-4781 USA

WIRE TRANSFER REMITTANCES TO:

Bank of America
 Bank Account: 385006934617
 Bank Wire Code: 026009593
 ACH Payments use Routing # 011900571

c.a. buchen corp.

9231 glenoaks blvd.

sun valley, calif. 91352-2688

818-767-5408 fax 818-767-8654

PURCHASE ORDER

JOB #
SE-A190

THIS NUMBER MUST APPEAR ON ALL CORRESPONDENCE INVOICES SHIPPING PAPERS AND PACKAGES

TO	ALLIANCE RENTAL	SHIP TO	MARSHALL ELEMENTARY SCHOOL 2900 THURGOODS MARSHALL DR. OXNARD
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DATE ORDERED 7-18-18	DATE WANTED 7-20-18	SHIP VIA	TERMS	F.O.B.
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PLEASE ENTER OUR ORDER FOR THE FOLLOWING - TO BE SHIPPED AS DIRECTED:

QTY. ORDERED	QTY. RECEIVED	DESCRIPTION	UNIT PRICE	AMOUNT
1		40' 0 KNUCKLE BOOM CONTACT DON 805 850-5580 7:00 AM START 7-20-18		

CONDITIONS
 GOODS ARE SUBJECT TO OUR INSPECTION AND APPROVAL. IF SHIPMENT WILL BE DELAYED FOR ANY REASON, ADVISE US IMMEDIATELY, STATING ALL THE NECESSARY FACTS. TO AVOID ERRORS, NOTE SPECIFICATIONS CAREFULLY AND IF UNABLE TO COMPLETE ORDERS AS WRITTEN, NOTIFY US PROMPTLY.

BY J.F. PURCHASING AGENT

c.a. buchen corp.

9231 glenoaks blvd.
sun valley, calif. 91352-2688

818-767-5408 fax 818-767-8654

**PURCHASE
ORDER**

JOB # SE-A190

THIS NUMBER MUST APPEAR ON
ALL CORRESPONDENCE, INVOICES,
SHIPPING PAPERS AND PACKAGES

TO	NELSON STUD WELDING	SHIP TO	MARSHALL ELEMENTARY
	800 635-9353		SCHOOL 2900 THURGOOD
	ATTN ELIAS CASTRO		MARSHALL DRIVE OXNARD

DATE ORDERED 7-18-18	DATE WANTED 7-20-18	SHIP VIA	TERMS	F.O.B.
-------------------------	------------------------	----------	-------	--------

PLEASE ENTER OUR ORDER FOR THE FOLLOWING - TO BE SHIPPED AS DIRECTED:

QTY. ORDERED	QTY. RECEIVED	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTACT DON 805 850 5580		
500		5/8 x 3 1/2 NELSON STUDS HORIZONTAL		
20		5/8 x 3 1/2 NELSON STUDS VERTICAL		
2		GROUNDS 250'-0		
1		DIESEL OPERATED STUD MACHINE		
2		250'-0 LEADS WITH GRINDS		
		7:00 AM START TIME		

CONDITIONS

GOODS ARE SUBJECT TO OUR INSPECTION AND APPROVAL
IF SHIPMENT WILL BE DELAYED FOR ANY REASON ADVISE US IM-
MEDIATELY STATING ALL THE NECESSARY FACTS
TO AVOID ERRORS NOTE SPECIFICATIONS CAREFULLY AND IF UN-
ABLE TO COMPLETE ORDERS AS WRITTEN NOTIFY US PROMPTLY

BY J.F. [Signature] PURCHASING AGENT

PROJECT NO	40340	DATE	July 19, 2018
PROJECT NAME	Marshall New Classroom Building (DSA A#03-116806)	FROM	David Yool, P.E.
PROJECT LOCATION	2900 Thurgood Marshall Dr. Oxnard, CA 93036	TITLE	Project Engineer

The following comments and observations are based upon a cursory review of the work only, and are not intended to be all inclusive.

Project Site Contacts:

Michael Rosenberg	IOR (LAUSD)
William Van Zee	Superintendent (Bernards)
David Yool	Nishkian Chamberlain (NC)
Mitch Michaelis	Bernards
Greg Schoemaker	Foreman (J.F. Corporation)

Time of Visit:

7:00 a.m., Wednesday, July 18, 2018

Site Conditions:

Weather: 75 F, Sunny

Activities:

- 1) Most of the first-floor walls have been erected. Second floor framing yet to begin.

Items Observed and Discussed:

- 1) Glulam Beam Hinge Connector / Inspector Deviation #5 / RFI 225:
 - As of this writing, NC response to RFI has been sent to DSA and DSA has accepted response without any further action required, CCD's or otherwise. NC shall consider this item closed.
- 2) Column on Grid E.9/1.4:
 - Upon further investigation the construction team has determined this column is indeed plumb but has placed slightly offset from wall centerline. Due to gap (approx. 1/4") between sheathing and column nailer, nailer will have to be removed and replaced so new nailer face is flush with plywood sheathing. New boundary nailing shall be installed.
- 3) Holddown Post at 4/B:
 - Per Meeting Minutes #10 Item 1, 4x post has been placed beside the 6x6 post required for HD19's shown on plan. Since bolts are currently placed penetrating through both 4x and 6x posts, contractor has inquired into the need for additional connection between the 4x and 6x post. Provided both layers of sheathing are nailed to 6x post and the HD19 body in wall along gridline B is placed outside the second layer sheathing, no additional connection between the 4x and 6x will be required.
- 4) Plywood notches around HD19 through bolts:
 - Sheathing has been notched at locations where HD19 through bolts have been placed. Due to limited space at this location, contractor shall place a

second row of plywood nailing above the notch. Contractor shall provide the same number of nails that were omitted due to presence of through bolts.

- 5) Plywood Notches at "ECCQ" caps:
 - In similar fashion to item 4, contractor shall place a second row of nails along post. Contractor shall provide the same number of nails that were omitted due to presence of "ECCQ" strap.
- 6) Steel Column on 12/D.8:
 - Studs for nailers have been omitted on the column face intended to receive the holddown body. At this location, small 3x block with 7" in each direction past the last bolt of HD19 has been requested by NC. Architect shall confirm if threaded studs on the face of the column below HD19 is required for attachment of finishes.
- 7) Holddown Post on 14/A:
 - Due to placement of holddown rod relative to holddown post, a 3x member will be required at this location. Provided the HD19 through bolts penetrate both the 3x and 6x posts and the plywood sheathing extends to the 6x post, no additional connection shall be required between the 3x and 6x post.
- 8) Holddown Post on 14/A:
 - Due to placement of holddown rod relative to holddown post, a 3x member will be required at this location. Provided the HD19 through bolts penetrate both the 3x and 6x posts and the plywood sheathing extends to the 6x post, no additional connection shall be required between the 3x and 6x post.
- 9) Pull Test for Dowels in CCD022:
 - IOR has inquired into the magnitude of load required for pull test of the shear dowels. IOR and Contractor shall use 1690 lbs. for the pull test of the adhesive anchors required by the CBC. As of this writing, required load has been sent in a separate email to IOR and Superintendent.
- 10) Double Top Plate Lapping:
 - At one location, the double top plate was not lapped as required per detail 11/S-600B. At this location, contractor shall add a Simpson "H2.5T" to tie both top plates together.
- 11) Shear Studs at Elevator Core Columns:
 - Contractor has inquired into the specific locations where shear studs are required on steel columns. At a minimum, the east faces of columns on 8/J and 8/J.9, as well as the west faces of columns on 10/J and 10/J.9, are required for connection of shear panels to columns. Shear studs are required for intermediate HSS7x beams to provide a wood nailer that will receive studs.
 - Contractor has expressed the need for clarity of the framing/connections at the second floor near elevator wall on gridline J. NC will review framing and provide additional clarification, if any, to construction team.
- 12) RFI219
 - Contractor has expressed that response to RFI219 is not fully applicable due to minor omissions in contractor inquiry. Based on conditions observed on-site, NC will review response and revise accordingly if required.
- 13) Concrete Pad under Stairs (Field Report 5 Item 13):

- RFI for this item was not submitted as requested in Field Report 5. Per discussion with construction team, in lieu of submitting RFI, contractor shall conform to items below:
 - a) Option 1 – Contractor will straighten two (2) of the three (3) anchor bolts bent in field. Contractor shall provide new anchor hole in base plate 1.5" diagonally inset from third anchor that cannot be repaired. Expansion (wedge) anchors may be used as provided in VI. Post-Installed Concrete and Masonry Anchors Note 3 on sheet S-101 of DSA approved plans. Contractor and IOR shall confirm that the straightened anchors have not been damaged in the bend or repair process. Contractor has expressed that this is the ideal option.
 - b) Option 2 – Contractor shall abandon existing three (3) of the four (4) anchors and rotate the baseplate avoid changing base plate geometry and configuration. Expansion (wedge) anchors may be used as provided on Sheet 101 of DSA approved plans.

END OF REPORT



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 44 R0

Date: 8/23/2018

DESCRIPTION OF WORK

SEOR Field add studs to beams

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
SEOR Field 4 Items 6 add studs to beams	C. A. Buchen Corp	624
SEOR Field Report 7 item 2 add studs to beams	C. A. Buchen Corp	624
	Subtotal:	1,248
Total Change Order Request Amount		1,248

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Jose Arche, CSDA

Printed Name & Title

09-05-2018

Date

Signature

Rebecca Miller Project Manager

Printed Name & Title

9/17/18

Date



c.a. buchen corp.

9231 Glenoaks Blvd., Sun Valley, CA 91352***Tel. (818) 767-5408***Fax (818) 767-8654

STANDARD PROPOSAL/CONTRACT FORM
CONTRACTORS LIC #209850
DIR #1000004833

Date: August 15, 2018

TO: Bernards Builders Management Services
ADDRESS: 555 First Street, San Fernando, CA. 91340
ATTENTION: Rebecca Miller (805) 394-9471

C.A. BUCHEN CORP hereinafter called the Seller, proposes to furnish the materials and work as listed below, according to the plans and specifications exhibited to us, subject to the latest Code of Standard Practice of the American Institute of Steel Construction; and to all terms and conditions herein, for the sum of:

SIX HUNDRED TWENTY FOUR & 00/100 DOLLARS (\$624.00) Including all taxes now in effect

SPECIFICATIONS:

Name of Job: Marshall Elementary School Specification Section:
Location: 2900 Thurgood Marshal Dr. Oxnard, CA Addendum Noted: C.O.R #17 Job #A190
Architect: Sheet Numbers:

SCOPE OF WORK:

Per field report #7 Item 2b:
Field weld (5) 1/4" studs to exist HSS 10 X 4 beam. Weld 1/4" X 4 X 4 angle bracket to end of HSS beam

Table with 2 columns: Description and Amount. Includes Project Engineering 2 hrs. @ \$80.00, Field labor (2) Men 1hr. @ \$86.40, Working field truck (one) hr. @ \$25.00, Welding equipment (one) hr. @ \$25.00, Detalling (2) hrs. @ \$80.00, Subtotal \$543.00, 15% OP \$81.00, Total \$624.00

*The Subcontract Price is based on the current prices and surcharges for the steel types and shapes necessary for the Project as posted and made publicly available. Notwithstanding anything herein to the contrary, any increases or decreases in the price of the steel ordered by the Subcontractor for the Project, or any additional surcharges imposed on the steel ordered by the Subcontractor of the Project shall result in a corresponding dollar-for-dollar increase (or decrease) in the Subcontract Price.

Field Conditions:

- 1. Contractor to provide free and clear access (graded if necessary) to interior and exterior of building for trucks and erection equipment.
2. All anchor bolts to be chased and cleaned by others and left with leveling nuts set to correct elevations after having been properly set and straightened.
3. Two-line safety cable at working perimeter (if included above in scope of work) to be maintained and removed by others.
At safety cable materials to be coiled and stored on ground by others for CABCO pick up.
4. Any protection required at floor or roof penetrations shall be provided by others so as not to delay the continuous erection of structural steel.

EXCLUSION: This proposal does not include the following items, unless specifically noted above:

Table with 3 columns listing excluded items: Bolts enlisting wood, Building permits, Carpentry and Glu-Lam hardware, Concrete reinforcing steel, Costs of bond and special insurance, Costs of inspection, testing and preparation, Cutting or drilling of our work to accommodate other trades, Demolition, cutting or drilling concrete, Field painting and field measuring, Removal & replacement of fire proofing, Field welding of concrete steel reinforcing steel to structural, Final and fine plumbing of columns supporting wood, Furring channels or angle, Glass-stops, Gratings, covers and frames, Grouting or dry-packing, Joist hangers not welded to steel, Manlift and costs for use thereof, Metal 10 gauge and lighter, Metal studs and metal sash, Non-ferrous metals and stainless steel, Participating in penalties or liquidated damages applied to Buyer, Pipe sleeves and back-up plates for other trades, Removal of bracing rods and cables, Roof hatches or access doors, Sandblasting or flame-cleaning of steel before painting, Temporary safety railings and cables, Wire mesh or chainlink work, Wood nailers, Work that is not specifically detailed on Architectural or Structural drawing

Estimator: JF

THIS PROPOSAL INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND IS SUBJECT TO YOUR WRITTEN ACCEPTANCE WITHIN THIRTY (30) DAYS FROM DATE. WHEN ACCEPTED BY YOU WITHIN SUCH TIME, THIS PROPOSAL WILL CONSTITUTE A CONTRACT OF SALE BETWEEN YOU AND OURSELVES AS PURCHASER.

Accepted:

Buyer: _____
By: _____
Printed Name & Title

Seller: C.A. Buchen Corp.
By: John A. Oster - President

Date: _____

Date: _____

SALES CONDITIONS

Article 1: STEEL PRICES The quoted price on the attached proposal is based on current steel warehouse prices in effect at the date of our proposal. These published warehouse prices are subject to change without notice, and are subject to surcharges of various types.

Article 2: DRAWING & SPECIFICATIONS The material shall be fabricated and, if called for in the scope of work in this contract, erected in accordance with (a) the steel design drawings and specifications listed in this contract (see Specifications) and (b) shop detail drawings prepared by Seller. If such design drawings and specifications are preliminary or incomplete, Buyer shall promptly furnish design drawings and specifications which are complete, final and fully approved by the state, county or city building department having jurisdiction thereof. Any difference between the complete, final and approved drawings and specifications and those listed on the specifications in this contract shall be deemed a change in the work ordered under Article 4 hereof. Details and workmanship of fabrication and erection shall conform to the Specification published in the Manual of the American Institute of Steel Construction, and to the latest code of Standard Practice of the American Institute of Steel Construction. Buyer shall cause shop drawings to be returned to seller within fourteen (14) calendar days after submittal marked "approved" or "approved as corrected".

Article 3: INSPECTION OR TESTS Upon Buyer's written request, Seller shall furnish copies of the steel mill test reports, provided Buyer's written request is received prior to the date on which Seller has placed its mill order for the required steel or withdrawn steel from its stock. Seller will also arrange for further tests and inspection, in the shop or field or in a laboratory, of any of the material called for hereunder. Unless the furnishing of such tests and inspections are specifically called for in the scope of work in this contract, they shall be furnished at Buyer's expense and only after receipt of Buyer's written order therefore. Buyer may inspect fabricated materials before shipment from Seller's plant, provided that Buyer give Seller adequate notice of intention so to do and also furnish the name of inspector. Inspection of materials and workmanship at the erection site shall be performed in such manner as will not interfere with Seller's performance. Seller shall correct or replace any materials or workmanship condemned by Buyer's inspectors during the progress of the work which do not meet the contract requirements. Defective materials which are replaced shall be removed from the erection site.

Article 4: GUARANTEE At Buyer's written request and at any time within one year from the date of completion of the work covered by this contract, Seller shall replace or correct any fabricated material which contains defects not discoverable by visual inspection during fabrication or erection and any workmanship which is defective or not in conformance with the contract requirements. Seller's liability for any losses and damages sustained by Buyer or by others as a result of any defective materials or workmanship furnished by Seller under this contract shall be limited to the replacement or correction of such defective material and workmanship within the time above stated and Seller shall not be liable for any other direct or consequential loss, damage or liability resulting from defective material and workmanship.

Article 5: CHANGES IN THE WORK Seller shall make changes in the work which Buyer may order in writing provided that such changes do not constitute material alterations. If the parties are unable to agree upon the amount of the increase in price to be charged for additional work or the credit to be allowed for reductions in the work, Seller shall, nevertheless, proceed to make such changes in accordance with Buyer's order, provided that Buyer furnish all necessary information and all work to be done by others has been properly performed; and upon completion of execution of such change order Buyer shall pay to Seller its costs of performing the additional work, computed according to Seller's established accounting practices, as certified by its accountant plus ten per cent thereof for profit, or Buyer shall be credited with the amount of any savings, similarly computed and certified, resulting from any reduction in the work.

Article 6: LIABILITY The Seller will indemnify the Buyer against loss or expense by reason of liability imposed upon the Buyer by law for damages resulting from death or injury to persons or destruction of property occurring during the performance of Seller's work to the extent that such death, injury or damage shall have been solely due to the negligent act or omission of the Seller, its agents or employees. However this indemnity will not extend to Seller, its agents or employees. However, this indemnity will not extend to any claims, loss, damage, or expense arising out of the negligent or willful misconduct of the owner, owner-builder or contractor or any of their agents, employees, servants, consultants, professional experts or independent contractors.

Article 7: WORKMEN'S COMPENSATION INSURANCE The Seller shall carry Workmen's Compensation insurance for the protection of all labor used in the construction of the said structure, employed by the Seller. The Buyer agrees to provide adequate and safe working conditions for the employees of the Seller in and about the work herein specified.

Article 8: PATENTS Seller shall indemnify and save Buyer harmless from and against liability for patent infringement due to any inventions incorporated in the products fabricated and/or erected hereunder in compliance with designs or specifications furnished by Seller. Buyer shall indemnify Seller and save him harmless from and against liability for patent infringement resulting from Seller's compliance with designs and specifications furnished by Buyer.

Article 9: BUILDER'S RISK Buyer shall assume all risk of loss or damage to all work incorporated in the structure and all material located in and about the erection site due to the occurrence of any insurable builder's risk (including, but not limited to fire, flood, wind, hurricane, earthquake, defective soil or any cause which Seller could not have reasonably foreseen and guarded against). To the extent of Seller's insurable interest, Buyer shall name Seller as co-insured in any policy or policies of builder's risk insurance which Buyer may carry covering such work and material during the period of construction. To the extent any such loss or damage is not compensated by insurance, Buyer shall reimburse Seller for any and all costs and expenses which he may incur as a direct result of any such delay.

Article 10: DELIVERIES, DELAYS AND CANCELLATIONS

(a) If all required information, (including complete, final approved, design drawings and specifications) shall be furnished to Seller, and all work to be done by others shall be performed and completed in such time and manner as will not delay or interfere with Seller's work, all work called for hereunder shall be promptly delivered or completed. If Seller is delayed due to causes for which Buyer or those acting for Buyer (such as Buyer's other contractors or their subcontractors) are responsible, the time for delivery or completion of the work called for hereunder shall be extended for such period as may reasonably be necessary to enable Seller to perform a complete its work and Buyer shall reimburse Seller for any and all costs and expenses which he may incur as a direct result of any such delay.

(b) Any specified delivery or completion dates shall be correspondingly extended if and to the extent Seller is delayed in the performance of the work by floods, fires, earthquakes, epidemics, acts of God, labor disputes or slowdowns, riots, insurrections of war, governmental regulations, delays in receipt, or shortages of material, or by any cause beyond Seller's reasonable control.

(c) If for any reason Buyer is unable to accept scheduled delivery of fabricated materials or to permit delivery of materials at the erection site designated herein, then Buyer shall pay Seller, upon demand, the contract price for such material, less the value (computed according to Seller's established accounting practices) of any work hereunder requiring to be performed, and also reimburse Seller for all costs and expenses incurred in storing, caring for, handling and disposing of such material.

(d) Unless otherwise expressly provided herein, all work shall be performed during regular working hours of regular working days. If Buyer should require overtime, the added cost thereof shall be reimbursed to Seller, in addition to the contract price.

(e) Unless specifically expressed herein, steel is to be shop-painted with the Seller's standard primer, and the Seller will not be responsible for the condition of the paint after this work has been delivered to the custody of others.

Article 11: ERECTION CONDITIONS If erection is called for in the specifications listed in this contract, Buyer shall without cost to Seller:

(a) Provide adequate foundations of proper height, any required wood blocking and/or wood backing for handrails, place wood-posts, shores and wall-plates to correct elevations and dimensions, set all anchor bolts, leveling plates and loose column base plates, and establish all levels and datum lines. Buyer to promptly report in writing to the Seller any deviations in the work of others which could cause a misfit in the Seller's work.

(b) Schedule operations so that erection work of Seller may be carried out in proper sequence and with a single erection trip and in one continuous operation, unless more than one trip would necessarily be required.

(c) Provide and maintain necessary ingress and egress, and a firm and properly graded site that is free of all obstructions over the entire building area, safe for Seller's employees, and suitable for the safe operation of loaded trucks and crawler and truck cranes without use of planks or supporting pads, excepting only in those cases where normal erection practice necessitates truck and crane operation over existing concrete, paving or flooring;

(d) Remove any overhead obstructions to erection, including wires, before arrival of Seller's equipment at the site;

(e) Furnish, place and maintain necessary lights, barricades, flagmen, safety railings, planking, overhead protection, and do and perform all things so required by the ordinances of the state, city or county in which the structure is located, or the rules and regulations of any of the departments of said state, city or county.

Article 12: TERMS OF PAYMENT The terms of payment shall be:

(a) Material only: Net 10th for material delivered the previous month.

(b) Material not in place: Payments to be made on or before the 10th of each month covering 95% of the contract value of all materials stored during the preceding month.

(c) Material installed in place: Payments to be made on or before the 10th of each month, covering 95% of the contract value of all materials installed in place during the preceding month. Balance of 5% to be paid within 30 days after completion of work covered by the terms of this Agreement. The entitlement of the Seller to payment shall be absolute and not contingent upon the Buyer receiving payment for such work.

(d) If payment is to be made on the basis of the weight of materials and the method of calculating weights is not specified, materials shall be invoiced on the basis of weights calculated from detail drawings and shop bills in accordance with the method of calculating weights prescribed in the latest Code of Standard Practice of the American Institute of Steel Construction.

(e) Until paid for, the title to and ownership and right of repossession of the material covered by this contract shall be and remain in the Seller, should the Buyer become insolvent or refuse or neglect to pay for said material.

(f) No charges for labor or material furnished by the Buyer shall be allowed as a credit on this agreement, unless authorized in writing by the Seller.

All payments shall be made as stipulated at the address of the Seller. When not so paid, then the entire contract price shall become immediately due and payable. The Buyer agrees to pay the Seller interest on all past due balances at the rate of the higher of (a) ten percent (10%) per annum (0.833% per month), or (b) five percent (5%) per annum, plus the rate prevailing on the 25th of the month preceding the acceptance of this Proposal-Contract, established by the Federal Reserve Bank of San Francisco advances to member banks under Sections 13 and 13 (a) of the Federal Reserve Act as in effect on said date of acceptance or as may be thereafter from time-to-time amended (or, if there is no such single determinable rate of advances, the closest counterpart of such rate as shall be designated by the Superintendent of Banks of the State of California unless some other person or agency is delegated such authority by the Legislature.

Article 13: ATTORNEYS FEES If any Party brings an action or proceeding to enforce the terms hereof or declares rights hereunder, the Prevailing Party in any such proceeding, action or appeal thereon, shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. Seller shall be entitled to attorney's fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

Article 14: ARBITRATION Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to arbitration. Claims shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.

Limitations on Consolidation of Joinder. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SHOULD YOU DESIRE TO ENTER INTO A CONTRACT ON THE TERMS AND CONDITIONS SET FORTH ABOVE, PLEASE SO INDICATE BY SIGNING ON PAGE 1 AND INITIALING BELOW AND RETURN TO US WITHIN 30 DAYS FROM THE ABOVE DATE HEREOF, ONE COPY OF THIS PROPOSAL WHICH SHALL BECOME A CONTRACT SUBJECT TO THE APPROVAL OF THE BUYER'S CREDIT. SUCH CREDIT SHALL BE DEEMED APPROVED UNLESS BUYER IS GIVEN WRITTEN NOTICE TO THE CONTRARY, WITHIN 10 DAYS AFTER SELLER HAS RECEIVED BUYER'S ACCEPTANCE OF THIS PROPOSAL.

Initials: _____



c.a. buchen corp.

9231 glenooks blvd. sun valley, california 91352-2688 (818) 767-5408 • fax (818) 767-8654

Job Name BERNARDS MARSHALLS Date of Work 8-14-18

Location OXHARIS Cabco Job No. A190

Contractor BERNARDS Contractor Job # _____

EMPLOYEE NAME	FOREMAN	JOURNEY- MAN	APPREN- TICE	HOURS WORKED		
				ST	OT	2T
SAM (T)	✓			1		
CARLOS			✓	1		
TOTAL HOURS				2-		

DESCRIPTION OF WORK/EQUIPMENT:

FIELD REPORT # 7 : ITEM 2 b)
WELD 5- 5/8" STYDS TO HSS 10x4 BEAM.
WELD ANGLE BRACKET 4x4x1/4 TO END OF HSS.
10x4 BEAM

CONTRACTOR'S SUPERVISOR: Pls. SEE sketch of Report Attached

Mike W. [Signature]
PRINTED NAME

[Signature] FOR
SIGNATURE





c.a. buchen corp.

9231 Glenoaks Blvd., Sun Valley, CA 91352***Tel. (818) 767-5408***Fax (818) 767-8654

STANDARD PROPOSAL/CONTRACT FORM
CONTRACTORS LIC #209850
DIR #1000004833

Date: August 15, 2018

TO: Bernards Builders Management Services
ADDRESS: 555 First Street, San Fernando, CA. 91340
ATTENTION: Rebecca Miller (805) 394-9471

C.A. BUCHEN CORP hereinafter called the Seller, proposes to furnish the materials and work as listed below, according to the plans and specifications exhibited to us, subject to the latest Code of Standard Practice of the American Institute of Steel Construction; and to all terms and conditions herein, for the sum of:

SIX HUNDRED TWENTY FOUR & 00/100 DOLLARS (\$624.00)
Including all taxes now in effect

SPECIFICATIONS:

Name of Job: Marshall Elementary School Specification Section:
Location: 2900 Thurgood Marshal Dr. Oxnard, CA Addendum Noted: C.O.R #18 Job #A190
Architect: Sheet Numbers:

SCOPE OF WORK:

Additional studs welded to steel beam at gridline 2 & K per SEOR field report #4 Item 6

Table with 2 columns: Description and Amount. Includes Project Engineering 2 hrs. @ \$80.00 (\$160.00), Field labor (2) Men 1hr. @ \$86.40 (\$173.00), Working field truck (one) hr. @ \$25.00 (\$25.00), Welding equipment (one) hr. @ \$25.00 (\$25.00), Detailing (2) hrs. @ \$80.00 (\$160.00), Subtotal (\$543.00), 15% OP (\$81.00), Total (\$624.00).

*The Subcontract Price is based on the current prices and surcharges for the steel types and shapes necessary for the Project as posted and made publicly available. Notwithstanding anything herein to the contrary, any increases or decreases in the price of the steel ordered by the Subcontractor for the Project, or any additional surcharges imposed on the steel ordered by the Subcontractor of the Project shall result in a corresponding dollar-for-dollar increase (or decrease) in the Subcontract Price.

Field Conditions:

- 1. Contractor to provide free and clear access (graded if necessary) to interior and exterior of building for trucks and erection equipment.
2. All anchor bolts to be chased and cleaned by others and left with leveling nuts set to correct elevations after having been properly set and tightened.
3. Two-line safety cable at building perimeter (if included above in scope of work) to be maintained and removed by others.
4. Any protection required at floor or roof penetrations shall be provided by others so as not to delay the continuous erection of structural steel.

EXCLUSION: This proposal does not include the following items, unless specifically noted above:

Table with 3 columns listing excluded items: Boils entering wood, Building permits, Carpentry and Glu-Lam hardware, Concrete reinforcing steel, Costs of bond and special insurance, Costs of inspection, testing and preparation, Cutting or drilling of our work to accommodate other trades, Demolition, cutting or drilling concrete, Field painting and field measuring, Removal & replacement of fire proofing, Field welding of concrete steel reinforcing steel to structural, Final and fine plumbing of columns supporting wood, Furring channels or angle, Glass-slips, Gratings, covers and frames, Grouting or dry-packing, Joist hangers not welded to steel, Manlift and costs for use thereof, Metal 10 gauge and lighter, Metal studs and metal mesh, Non-ferrous metals and stainless steel, Participating in penalties or liquidated damages applied to Buyer, Pipe sleeves and back-up plates for other trades, Removal of bracing rods and cables, Roof hatches or access doors, Sandblasting or flame-clearing of steel before painting, Temporary safety railings and cables, Wire mesh or chainlink work, Wood nailers, Work that is not specifically detailed on Architectural or Structural drawing.

Estimator: JF

THIS PROPOSAL INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND IS SUBJECT TO YOUR WRITTEN ACCEPTANCE WITHIN THIRTY (30) DAYS FROM DATE. WHEN ACCEPTED BY YOU WITHIN SUCH TIME, THIS PROPOSAL WILL CONSTITUTE A CONTRACT OF SALE BETWEEN YOU AND OURSELVES AS PURCHASER.

Accepted:

Buyer:
By:
Printed Name & Title
Date:

Seller: C.A. Buchen Corp.
By: John A. Oster - President
Date:

SALES CONDITIONS

Article 1: STEEL PRICES The quoted price on the attached proposal is based on current steel warehouse prices in effect at the date of our proposal. These published warehouse prices are subject to change without notice, and are subject to surcharges of various types.

Article 2: DRAWING & SPECIFICATIONS The material shall be fabricated and, if called for in the scope of work in this contract, erected in accordance with (a) the steel design drawings and specifications listed in this contract (see Specifications) and (b) shop detail drawings prepared by Seller. If such design drawings and specifications are preliminary or incomplete, Buyer shall promptly furnish design drawings and specifications which are complete, final and fully approved by the state, county or city building department having jurisdiction thereof. Any difference between the complete, final and approved drawings and specifications and those listed on the specifications in this contract shall be deemed a change in the work ordered under Article 4 hereof. Details and workmanship of fabrication and erection shall conform to the Specification published in the Manual of the American Institute of Steel Construction, and to the latest code of Standard Practice of the American Institute of Steel Construction. Buyer shall cause shop drawings to be returned to seller within fourteen (14) calendar days after submittal marked "approved" or "approved as corrected".

Article 3: INSPECTION OR TESTS Upon Buyer's written request, Seller shall furnish copies of the steel mill test reports, provided Buyer's written request is received prior to the date on which Seller has placed its mill order for the required steel or withdrawn steel from its stock. Seller will also arrange for further tests and inspection, in the shop or field or in a laboratory, of any of the material called for hereunder. Unless the furnishing of such tests and inspections are specifically called for in the scope of work in this contract, they shall be furnished at Buyer's expense and only after receipt of Buyer's written order therefor. Buyer may inspect fabricated materials before shipment from Seller's plant, provided that Buyer give Seller adequate notice of intention so to do and also furnish the name on inspector. Inspection of materials and workmanship at the erection site shall be performed in such manner as will not interfere with Seller's performance. Seller shall correct or replace any materials or workmanship condemned by Buyer's inspectors during the progress of the work which do not meet the contract requirements. Defective materials which are replaced shall be removed from the erection site.

Article 4: GUARANTEE At Buyer's written request and at any time within one year from the date of completion of the work covered by this contract, Seller shall replace or correct any fabricated material which contains defects not discoverable by visual inspection during fabrication or erection and any workmanship which is defective or not in conformance with the contract requirements. Seller's liability for any losses and damages sustained by Buyer or by others as a result of any defective materials or workmanship furnished by Seller under this contract shall be limited to the replacement or correction of such defective material and workmanship within the time above stated and Seller shall not be liable for any other direct or consequential loss, damage or liability resulting from defective material and workmanship.

Article 5: CHANGES IN THE WORK Seller shall make changes in the work which Buyer may order in writing provided that such changes do not constitute material alterations. If the parties are unable to agree upon the amount of the increase in price to be charged for additional work or the credit to be allowed for reductions in the work, Seller shall, nevertheless, proceed to make such changes in accordance with Buyer's order, provided that Buyer furnish all necessary information and all work to be done by others has been properly performed; and upon completion of execution of such change order Buyer shall pay to Seller its costs of performing the additional work, computed according to Seller's established accounting practices, as certified by its accountant plus ten per cent thereof for profit, or Buyer shall be credited with the amount of any savings, similarly computed and certified, resulting from any reduction in the work.

Article 8: LIABILITY The Seller will indemnify the Buyer against loss or expense by reason of liability imposed upon the Buyer by law for damages resulting from death of or injury to persons or destruction of property occurring during the performance of Seller's work to the extent that such death, injury or damage shall have been solely due to the negligent act or omission of the Seller, its agents or employees. However this indemnity will not extend to Seller, its agents or employees. However, this indemnity will not extend to any claims, loss, damage, or expense arising out of the negligent or willful misconduct of the owner, owner-builder or contractor or any of their agents, employees, servants, consultants, professional experts or independent contractors.

Article 7: WORKMEN'S COMPENSATION INSURANCE The Seller shall carry Workmen's Compensation insurance for the protection of all labor used in the construction of the said structure, employed by the Seller. The Buyer agrees to provide adequate and safe working conditions for the employees of the Seller in and about the work herein specified.

Article 6: PATENTS Seller shall indemnify and save Buyer harmless from and against liability for patent infringement due to any inventions incorporated in the products fabricated and/or erected hereunder in compliance with designs or specifications furnished by Seller. Buyer shall indemnify Seller and save him harmless from and against liability for patent infringement resulting from Seller's compliance with designs and specifications furnished by Buyer.

Article 9: BUILDER'S RISK Buyer shall assume all risk of loss or damage to all work incorporated in the structure and all material located in and about the erection site due to the occurrence of any insurable builder's risk (including, but not limited to fire, flood, wind, hurricane, earthquake, defective soil or any cause which Seller could not have reasonably foreseen and guarded against). To the extent of Seller's insurable interest, Buyer shall name Seller as co-insured in any policy or policies of builder's risk insurance which Buyer may carry covering such work and material during the period of construction. To the extent any such loss or damage is not compensated by insurance, Buyer shall reimburse Seller for all added costs incurred by him in repairing or replacing material or work which is damaged or destroyed.

Article 10: DELIVERIES, DELAYS AND CANCELLATIONS

(a) If all required information, (including complete, final approved, design drawings and specifications) shall be furnished to Seller, and all work to be done by others shall be performed and completed in such time and manner as will not delay or interfere with Seller's work, all work called for hereunder shall be promptly delivered or completed. If Seller is delayed due to causes for which Buyer or those acting for Buyer (such as Buyer's other contractors or their subcontractors) are responsible, the time for delivery or completion of the work called for hereunder shall be extended for such period as may reasonably be necessary to enable Seller to perform a complete its work and Buyer shall reimburse Seller for any and all costs and expenses which he may incur as a direct result of any such delay.

(b) Any specified delivery or completion dates shall be correspondingly extended if and to the extent Seller is delayed in the performance of the work by floods, fires, earthquakes, epidemics, acts of God, labor disputes or slowdowns, riots, insurrections of war, governmental regulations, delays in receipt, or shortages of material, or by any cause beyond Seller's reasonable control.

(c) If for any reason Buyer is unable to accept scheduled delivery of fabricated materials or to permit delivery of materials at the erection site designated herein, then Buyer shall pay Seller, upon demand, the contract price for such material, less the value (computed according to Seller's established accounting practices) of any work hereunder remaining to be performed, and also reimburse Seller for all costs and expenses incurred in storing, caring for, handling and disposing of such material.

(d) Unless otherwise expressly provided herein, all work shall be performed during regular working hours of regular working days. If Buyer should require overtime, the added cost thereof shall be reimbursed to Seller, in addition to the contract price.

(e) Unless specifically expressed herein, steel is to be shop-painted with the Seller's standard primer, and the Seller will not be responsible for the condition of the paint after this work has been delivered to the custody of others.

Article 11: ERECTION CONDITIONS If erection is called for in the specifications listed in this contract, Buyer shall without cost to Seller:

(a) Provide adequate foundations of proper height, any required wood blocking and/or wood backing for handrails, place wood-posts, shores and wall-plates to correct elevations and dimensions, set all anchor bolts, leveling plates and loose column base plates, and establish all levels and datum lines. Buyer to promptly report in writing to the Seller any deviations in the work of others which could cause a misfit in the Seller's work.

(b) Schedule operations so that erection work of Seller may be carried out in proper sequence and with a single erection trip and in one continuous operation, unless more than one trip would necessarily be required;

(c) Provide and maintain necessary ingress and egress, and a firm and properly graded site that is free of all obstructions over the entire building area, safe for Seller's employees, and suitable for the safe operation of loaded trucks and crawler and truck cranes without use of planks or supporting pads, excepting only in those cases where normal erection practice necessitates truck and crane operation over existing concrete, paving or flooring;

(d) Remove any overhead obstructions to erection, including wires, before arrival of Seller's equipment at the site;

(e) Furnish, place and maintain necessary lights, barricades, flagmen, safety railings, planking, overhead protection, and do and perform all things so required by the ordinances of the state, city or county in which the structure is located, or the rules and regulations of any of the departments of said state, city or county.

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(a) Material only: Net 10th for material delivered the previous month.

(b) Material not in place: Payments to be made on or before the 10th of each month covering 95% of the contract value of all materials stored during the preceding month.

(c) Material installed in place: Payments to be made on or before the 10th of each month, covering 95% of the contract value of all materials installed in place during the preceding month. Balance of 5% to be paid within 30 days after completion of work covered by the terms of this Agreement. The entitlement of the Seller to payment shall be absolute and not contingent upon the Buyer receiving payment for such work.

(d) If payment is to be made on the basis of the weight of materials and the method of calculating weights is not specified, materials shall be invoiced on the basis of weights calculated from detail drawings and shop bills in accordance with the method of calculating weights prescribed in the latest Code of Standard Practice of the American Institute of Steel Construction.

(e) Until paid for, the title and ownership and right of repossession of the material covered by this contract shall be and remain in the Seller, should the Buyer become insolvent or refuse or neglect to pay for said material.

(f) No charges for labor or material furnished by the Buyer shall be allowed as a credit on this agreement, unless authorized in writing by the Seller.

All payments shall be made as stipulated at the address of the Seller. When not so paid, then the entire contract price shall become immediately due and payable. The Buyer agrees to pay the Seller interest on all past due balances at the rate of the higher of (a) ten percent (10%) per annum (0.833% per month), or (b) five percent (5%) per annum, plus the rate prevailing on the 25th of the month preceding the acceptance of this Proposal-Contract, established by the Federal Reserve Bank of San Francisco advances to member banks under Sections 13 and 13 (a) of the Federal Reserve Act as in effect on said date of acceptance or as may be thereafter from time-to-time amended (or, if there is no such single determinable rate of advances, the closest counterpart of such rate as shall be designated by the Superintendent of Banks of the State of California unless some other person or agency is delegated such authority by the Legislature.

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Article 14: ARBITRATION Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to arbitration. Claims shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.

Limitations on Consolidation of Joinder. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SHOULD YOU DESIRE TO ENTER INTO A CONTRACT ON THE TERMS AND CONDITIONS SET FORTH ABOVE, PLEASE SO INDICATE BY SIGNING ON PAGE 1 AND INITIALING BELOW AND RETURN TO US WITHIN 30 DAYS FROM THE ABOVE DATE HEREOF. ONE COPY OF THIS PROPOSAL WHICH SHALL BECOME A CONTRACT SUBJECT TO THE APPROVAL OF THE BUYER'S CREDIT. SUCH CREDIT SHALL BE DEEMED APPROVED UNLESS BUYER IS GIVEN WRITTEN NOTICE TO THE CONTRARY, WITHIN 10 DAYS AFTER SELLER HAS RECEIVED BUYER'S ACCEPTANCE OF THIS PROPOSAL.

Initials: _____

cabco c.a. buchen corp.

9231 glen Oaks blvd. sun valley, california 91352-2688 (818) 767-5408 • fax (818) 767-8654

Job Name Marshall E.S. Date of Work 08-14-18
 Location OXNARD Cabco Job No. A190
 Contractor B. Contractor Job # _____

EMPLOYEE NAME	FOREMAN	JOURNEY-MAN	APPRENTICE	HOURS WORKED		
				ST	OT	2T
F. SAM (T)	✓			1		
Carlos			✓	1		
TOTAL HOURS						

DESCRIPTION OF WORK/EQUIPMENT:
Additional studs head welded to steel beam at grid line #2 + "K" Per ~~Field~~ SEOR Field Report #4 item #6

CONTRACTOR'S SUPERVISOR:
Wes Wells 08-14-18
 PRINTED NAME SIGNATURE



PROJECT NO	40340	DATE	May 16, 2018
PROJECT NAME	Marshall New Classroom Building (DSA A#03-116806)	FROM	David Yool, P.E.
PROJECT LOCATION	2900 Thurgood Marshall Dr. Oxnard, CA 93036	TITLE	Project Engineer

The following comments and observations are based upon a cursory review of the work only, and are not intended to be all inclusive.

Project Site Contacts:

Michael Rosenberg	IOR (LAUSD)
William Van Zee	Superintendent (Bernards)
David Yool	Nishkian Chamberlain

Time of Visit:

7:45 a.m., Wednesday, May 16, 2018

Site Conditions:

Weather: 75 F, Sunny

Activities:

- 1) Most of the first-floor walls have been erected. Second floor framing yet to begin.

Items Observed and Discussed:

- 1) Double top-plate nailing:
 - As previously discussed with Inspector (IOR) over the phone, shear nailing is to be staggered along both top plates similar to the sill plate. Two rows of the same nail spacing is not required.
- 2) Exterior walls not part of the lateral force resisting system:
 - The inspector had previously inquired into the need for shear clips along the double top plates in zones outside the shearwall extent. No shear clips will be required at locations where a continuous rim is available.
 - For locations where blocking above the top plates is present instead of a continuous rim joist, provide shear clips at a maximum spacing of 24" o.c.
- 3) Columns along gridline 14 on gridlines F and C:
 - Welding additional straps to the columns at the second floor will not be necessary. Clarifying details for structural intent of strapping shown in DSA approved plans are forthcoming.
 - It has been expressed to IOR and Superintendent that welding will be required at low roof level as shown in submittal 136. CCD will be created for additional strap.
- 4) Crowning in double top plates of ground floor walls:
 - "Power planing" as recommended by Superintendent for leveling the top plates is not acceptable to this office. Contractor to provide shimming as required.
- 5) Misplaced hold-downs at ground level on gridlines 4/5 on D.2:

- The construction team has provided dimensions for locations of hold-down rods in relation to the centerline of the wall. A large 6x member, as agreed with the construction team, will be provided at the end of this shearwall. Detail is forthcoming.
- 6) Wing wall on gridline K near gridline 2:
 - Additional steel strap will be provided at column location to provide continuity at double top plate. Detail is forthcoming. As discussed with the construction team, plate will be placed along the inside face of the wall where it can be easily hidden in the floor framing and underneath the steel stairs.
- 7) Steel column at gridlines 5/E:
 - Due to size of column in relation to width of wall studs, Superintendent has inquired into using 3/4" thick plywood rather than 1/2" plywood for finishing purposes. Structural takes no exception to proposal.
- 8) Response to RFI208:
 - The construction team inquired into the applicability of the response to RFI208. It was agreed on-site that the response would be revised per current field conditions.
 - At the time of this writing, RFI response has been revised and released to the team.
- 9) Glulam beam line on gridline 1.5:
 - Construction team has inquired into the intended location of beam line as no dimensions are provided in plan. Superintended has submitted an RFI per our conversation on-site. Response is forthcoming.
- 10) Wall strapping at gridline 19 and D.2:
 - Per DSA field engineer's visit to site on the afternoon of 5/15/2018, a strap along the top plate of the wall where there is a transition to balloon framing will be required. Detail is forthcoming.

END OF REPORT

PROJECT NO	40340	DATE	August 6, 2018
PROJECT NAME	Marshall New Classroom Building (DSA A#03-116806)	FROM	David Yool, P.E.
PROJECT LOCATION	2900 Thurgood Marshall Dr. Oxnard, CA 93036	TITLE	Project Engineer

The following comments and observations are based upon a cursory review of the work only, and are not intended to be all inclusive.

Project Site Contacts:

Michael Rosenberg	IOR (LAUSD)
William Van Zee	Superintendent (Bernards)
David Yool	Nishkian Chamberlain (NC)
Greg Schoemaker	Foreman (J.F. Corporation)
Johnny Ferrante	Owner (J.F. Corporation)

Time of Visit:

7:30 a.m., Friday, August 04, 2018

Site Conditions:

Weather: 75 F, Sunny

Activities:

- 1) Most of the first-floor walls have been erected. Second floor framing in progress.

Items Observed and Discussed:

- 1) Additional concrete at Elevator Pit
 - Due to additional concrete required as a result of CCD022, Bernards has expressed the need to raise the existing concrete curb to provide proper concrete cover for the baseplate bolts. Contractor shall conform to the following:
 - a) Contractor shall provide coupler nuts on cast-in-place bolts and increase length of bolts for sill plate anchorage.
 - b) Contractor shall provide #5 vertical dowel bars at 18" o.c. in Simpson "SET-XP" epoxy with at 6" embedment into existing 8" wide concrete curb. Provide 2-1/2" minimum edge distance to wall face.
 - c) Contractor shall provide #5 horizontal bars at 12" o.c. along pit perimeter. One (1) horizontal bar at a minimum is required.
 - Architect shall provide input on waterproofing requirements.
- 2) Second Floor Framing along Gridline F:
 - The top of the HSS10x4x1/4 beam has been placed flush with the adjacent double top plates thus not allowing for a 3x nailer to which the perpendicular floor joists can be anchored. The following options were discussed on-site:
 - a) Option 1: An L4x4 ledger angle can be welded to the beam side face to provide joist bearing. Additional blocking would be placed in between joists and additional nailers would be required above the beam.

- b) Option 2: Additional studs can be welded to the side face of the beam to carry a side nailer. Additional blocking would be required between the joists and additional nailers would be required above the beam.
- Bernards has requested sketches for both options for feasibility and pricing analysis. Sketches are forthcoming.
- 3) Strapping along Gridline 19:
 - J.F. Corp. has inquired into structural intent at CMST12 strap shown along gridline 19 at gridline F. Per construction documents, two straps will be required at this location:
 - a) Strap at diaphragm level: provide flat 2x blocks along the length of strap as shown on S-212. Note: per second floor shop drawings dated 06/27/18, NC had noted that diaphragm blocking had disappeared, and contractor shall install as marked-up. Flat 2x blocks shall be placed left of continuous rim along gridline 19 and blocking requested in shop drawings shall align with blocking to the left of the rim joist.
 - b) Strap at wall level: 4x blocking shall be placed in both wood wall south of gridline F and architectural feature wall north of gridline F. Strap shall connect both walls as shown in detail 7/S-600E. Contractor shall place strap at 12" (max.) above floor sheathing and use the same extents as shown on plan.
- 4) RFI235
 - Contractor has expressed the need to receive an official response to RFI235. Frammer has some concerns regarding the current top of elevations of the steel columns and padding requirements as a result of response to RFI235. Further discussion with the Architect is required before any structural recommendations can be provided, if any.
- 5) Tongue and Groove (T&G) Sheathing in lieu of Blocking:
 - J.F. Corp. has inquired into the use of T&G for floor diaphragm. With typical wood construction, blocking is usually omitted when T&G is used. DSA approved structural calculations currently rely on the blocking for diaphragm capacity thus this change cannot be accommodated.
 - J.F. Corp has requested the use of Simpson "Z" clips for connection of flat blocking to manufactured i-joists. NC takes no exception to the use of these clips for support of the blocking. Contractor shall coordinate flange lengths of "Z" clips with available flange width of Boise Cascade joists prior to installation.
 - J.F. Corp has requested confirmation of nail length required for diaphragm nailing. Per submittal 143-061733-0 reviewed and approved by this office, contractor shall use the 0.148"Øx3" Magnum Nails at 4" o.c. for floor diaphragm. Contractor shall use the full round head nail.
- 6) Framing for Mechanical Shaft Openings at Second Floor:
 - J.F. Corp has noted that conflicting framing recommendations has been provided in responses to RFI086 and RFI180R1. Further discussion with Architect is required for final structural recommendations to be provided which shall supersede previous recommendations.
- 7) Connection of TJI Blocking:
 - J.F. Corp. inquired into the connection of the i-joists when used as blocking. J.F. Corp noted that the 2x4 Construction grade blocks allowed in ESR 1336 are not wide enough to receive Simpson "HU" hangers. Contractor shall conform to the following modifications of detail 10/S-600F:
 - a) Contractor shall provide web stiffeners for i-joist blocking as well as joist at all blocking locations. When joists receive blocking on both sides of web,

stiffeners are required on both sides. When joists receive blocking from one side, stiffeners need not be provided on opposing side.

- b) Due to nailing conflict for "HU" hangers when used on both sides of joists, contractor shall provide (2)A35 clips each side of blocking web staggered vertically. Contractor shall also stagger these clips on each side of joist to avoid nailing conflicts.
 - c) Provide (2)2x4 construction grade blocks side-by-side as required.
- 8) Strapping at Window Openings:
- Contractor has inquired into the need to strapping at windows. CMST12 shown in detail 5/S-600 need only be provided at shearwalls where shear panel extends through window opening such as elevator pit shearwall on gridline J and shearwalls on gridline F modified by CCD024.
- 9) Blocking along Gridlines 2, 7 and 8:
- Submittal 143 was reviewed and approved for blocking at the second floor. Due to omission of delta clouds, as typically provided on revised shop drawings, additional joists beside wall below were not noted and rim joists as approved on revision 3 of Submittal 038 are not present. Though Submittal 143 deviates from approved Submittal 038 R3, blocking in lieu of rim joists along these gridlines are acceptable as discussed on-site with construction team. Appropriate shear transfers are still required such as clip spacing, etc.
- 10) Joist Spanning between Gridlines 1 and 1.5:
- Contractor noted that current placement of one joist conflicts with location of threaded rod for HD19 above steel column. Contractor shall shift joist north a maximum of 2" to remove conflict.
- 11) Column on E.9/1.4:
- As noted in Field Report 6 (FR6) item 2, though plumb the column was placed outside the centerline of the wood wall. Sheathing is becoming detached to the nailer at this location and shearwall nailing is not adequate. In lieu of replacing nailer as noted in FR6, J.F. corp has requested the use of an additional 3x nailer to be attached to existing 3x nailer. This is acceptable to NC provided $\frac{1}{4}$ "Ø SDS screwed (manufactured by Simpson) with 2" embedment into existing 3x are provided at 4" o.c. along new nailer. Architect shall provide feedback on architectural impacts/additional requirements.
- 12) Joist Connection at Hinge Connectors:
- Due to size of hinge connectors for glulam beams at second floor, contractor has noted some conflicts with face-mounted hangers for joists. At these locations, contractor shall place one joist on each side of hinge connector and one top-mounted hanger adjacent to top lip of hinge connector saddle. Maximum spacing between these three joists shall be 18 1/2".
- 13) Penetrations in King Studs:
- Structural recommendations have been requested for boring through king studs. Contractor shall conform to the following:
 - a) Two (2) holes maximum shall be allowed in the king studs. Spacing between holes shall be 2 hole diameters based on the larger hole.
 - b) Holes shall be located in the middle third of the stud depth and height
 - Contractor shall submit an RFI for all locations that deviate from limitations provided above.

END OF REPORT



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 45 R0

Date: 8/23/2018

DESCRIPTION OF WORK

Per RFI 222 - weld (5) plate straps

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	C. A. Buchen Corp	881
	Subtotal:	881
Total Change Order Request Amount		881

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.



 Signature
 Jose Arche, CSDA

 Printed Name & Title
 09-05-2018

 Date



 Signature
 Rebecca Miller Project Manager

 Printed Name & Title
 9/17/18

 Date



c.a. buchen corp.

9231 Glenoaks Blvd., Sun Valley, CA 91352***Tel. (818) 767-5408***Fax (818) 767-8654

STANDARD PROPOSAL/CONTRACT FORM
CONTRACTORS LIC #209850
DIR #1000004833

Date: August 15, 2018

TO: Bernards Builders Management Services
ADDRESS: 555 First Street. San Fernando, CA, 91340
ATTENTION: Rebecca Miller (805) 394-9471

C.A. BUCHEN CORP hereinafter called the Seller, proposes to furnish the materials and work as listed below, according to the plans and specifications exhibited to us, subject to the latest Code of Standard Practice of the American Institute of Steel Construction; and to all terms and conditions herein, for the sum of:

*****EIGHT HUNDRED EIGHTY ONE & 00/100 DOLLARS***** (\$881.00)
Including all taxes now in effect

SPECIFICATIONS:

Name of Job: Marshall Elementary School Specification Section:
Location: 2900 Thurgood Marshal Dr. Oxnard, CA Addendum Noted: C.O.R #19 Job #A190
Architect: Sheet Numbers:

SCOPE OF WORK:

Per RFI 222: Weld (5) plate straps in field. Straps by others

Table with 2 columns: Description and Price. Includes Project Engineering 2 hrs. @ \$80.00 (\$160.00), Field labor (2) Men 2hrs. @ \$86.40 (\$348.00), Working field truck (2) hr. @ \$25.00 (\$50.00), Welding equipment (2) hr. @ \$25.00 (\$50.00), Detailing (2) hrs. @ \$80.00 (\$160.00), Subtotal (\$766.00), 15% OP (\$115.00), Total (\$881.00).

*The Subcontract Price is based on the current prices and surcharges for the steel types and shapes necessary for the Project as posted and made publicly available. Notwithstanding anything herein to the contrary, any increases or decreases in the price of the steel ordered by the Subcontractor for the Project, or any additional surcharges imposed on the steel ordered by the Subcontractor of the Project shall result in a corresponding dollar-for-dollar increase (or decrease) in the Subcontract Price.

Field Conditions:

- 1. Contractor to provide free and clear access (graded if necessary) to interior and exterior of building for trucks and erection equipment.
2. All anchor bolts to be chased and cleaned by others and left with leveling nuts set to correct elevations after having been properly set and straightened.
3. Two #4 safety cable at building perimeter (if included above in scope of work) to be maintained and removed by others.
All safety cable materials to be coiled and stored on ground by others for CABCO pick up.
4. Any protection required at floor or roof penetrations shall be provided by others so as not to delay the continuous erection of structural steel.

EXCLUSION: This proposal does not include the following items, unless specifically noted above:

Table with 3 columns listing excluded items: Boils entering wood, Building permits, Carpentry and Glu-Lam hardware, Concrete reinforcing steel, Costs of bond and special insurance, Costs of inspection, testing and preparation, Cutting or drilling of our work to accommodate other trades, Demolition, cutting or drilling concrete, Field painting and field measuring, Removal & replacement of fire proofing, Field welding of concrete steel reinforcing steel to structural, Final and fine plumbing of columns supporting wood, Furring channels or angle, Glass stops, Gratings, covers and frames, Grouping or dry-packing, Joist hangers not welded to steel, Manlift and costs for use thereof, Metal 10 gauge and lighter, Metal studs and metal mesh, Non-ferrous metals and stainless steel, Participating in penalties or liquidated damages applied to Buyer, Pipe sleeves and back-up plates for other trades, Removal of bracing rods and cables, Roof hatches or access doors, Sandblasting or flame-cleaning of steel before painting, Temporary safety railings and cables, Wire mesh or chainlink work, Wood nailers, Work that is not specifically detailed on Architectural or Structural drawing.

THIS PROPOSAL INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND IS SUBJECT TO YOUR WRITTEN ACCEPTANCE WITHIN THIRTY (30) DAYS FROM DATE. WHEN ACCEPTED BY YOU WITHIN SUCH TIME, THIS PROPOSAL WILL CONSTITUTE A CONTRACT OF SALE BETWEEN YOU AND OURSELVES AS PURCHASER.

Accepted:

Buyer: _____
By: _____
Printed Name & Title
Date: _____

Seller: C.A. Buchen Corp.
By: _____
John A. Oster - President
Date: _____

SALES CONDITIONS

Article 1: STEEL PRICES The quoted price on the attached proposal is based on current steel warehouse prices in effect at the date of our proposal. These published warehouse prices are subject to change without notice, and are subject to surcharges of various types.

Article 2: DRAWING & SPECIFICATIONS The material shall be fabricated and, if called for in the scope of work in this contract, erected in accordance with (a) the steel design drawings and specifications listed in this contract (see Specifications) and (b) shop detail drawings prepared by Seller. If such design drawings and specifications are preliminary or incomplete, Buyer shall promptly furnish design drawings and specifications which are complete, final and fully approved by the state, county or city building department having jurisdiction thereof. Any difference between the complete, final and approved drawings and specifications and those listed on the specifications in this contract shall be deemed a change in the work ordered under Article 4 hereof. Details and workmanship of fabrication and erection shall conform to the Specification published in the Manual of the American Institute of Steel Construction, and to the latest code of Standard Practice of the American Institute of Steel Construction. Buyer shall cause shop drawings to be returned to seller within fourteen (14) calendar days after submittal marked "approved" or "approved as corrected".

Article 3: INSPECTION OR TESTS Upon Buyer's written request, Seller shall furnish copies of the steel mill test reports, provided Buyer's written request is received prior to the date on which Seller has placed its mill order for the required steel or withdrawn steel from its stock. Seller will also arrange for further tests and inspection, in the shop or field or in a laboratory, of any of the material called for hereunder. Unless the furnishing of such tests and inspections are specifically called for in the scope of work in this contract, they shall be furnished at Buyer's expense and only after receipt of Buyer's written order therefore. Buyer may inspect fabricated materials before shipment from Seller's plant, provided that Buyer give Seller adequate notice of intention so to do and also furnish the name of inspector. Inspection of materials and workmanship at the erection site shall be performed in such manner as will not interfere with Seller's performance. Seller shall correct or replace any materials or workmanship condemned by Buyer's inspectors during the progress of the work which do not meet the contract requirements. Defective materials which are replaced shall be removed from the erection site.

Article 4: GUARANTEE At Buyer's written request and at any time within one year from the date of completion of the work covered by this contract, Seller shall replace or correct any fabricated material which contains defects not discoverable by visual inspection during fabrication or erection and any workmanship which is defective or not in conformance with the contract requirements. Seller's liability for any losses and damages sustained by Buyer or by others as a result of any defective materials or workmanship furnished by Seller under this contract shall be limited to the replacement or correction of such defective material and workmanship within the time above stated and Seller shall not be liable for any other direct or consequential loss, damage or liability resulting from defective material and workmanship.

Article 5: CHANGES IN THE WORK Seller shall make changes in the work which Buyer may order in writing provided that such changes do not constitute material alterations. If the parties are unable to agree upon the amount of the increase in price to be charged for additional work or the credit to be allowed for reductions in the work, Seller shall, nevertheless, proceed to make such changes in accordance with Buyer's order, provided that Buyer furnish all necessary information and all work to be done by others has been properly performed; and upon completion of execution of such change order Buyer shall pay to Seller its costs of performing the additional work, computed according to Seller's established accounting practices, as certified by its accountant plus ten per cent thereof for profit, or Buyer shall be credited with the amount of any savings, similarly computed and certified, resulting from any reduction in the work.

Article 6: LIABILITY The Seller will indemnify the Buyer against loss or expense by reason of liability imposed upon the Buyer by law for damages resulting from death of or injury to persons or destruction of property occurring during the performance of Seller's work to the extent that such death, injury or damage shall have been solely due to the negligent act or omission of the Seller, its agents or employees. However this indemnity will not extend to Seller, its agents or employees. However, this indemnity will not extend to any claims, loss, damage, or expense arising out of the negligent or willful misconduct of the owner, owner-builder or contractor or any of their agents, employees, servants, consultants, professional experts or independent contractors.

Article 7: WORKMEN'S COMPENSATION INSURANCE The Seller shall carry Workmen's Compensation insurance for the protection of all labor used in the construction of the said structure, employed by the Seller. The Buyer agrees to provide adequate and safe working conditions for the employees of the Seller in and about the work herein specified.

Article 8: PATENTS Seller shall indemnify and save Buyer harmless from and against liability for patent infringement due to any inventions incorporated in the products fabricated and/or erected hereunder in compliance with designs or specifications furnished by Seller. Buyer shall indemnify Seller and save him harmless from and against liability for patent infringement resulting from Seller's compliance with designs and specifications furnished by Buyer.

Article 9: BUILDER'S RISK Buyer shall assume all risk of loss or damage to all work incorporated in the structure and all material located in and about the erection site due to the occurrence of any insurable builder's risk (including, but not limited to fire, flood, wind, hurricane, earthquake, defective soil or any cause which Seller could not have reasonably foreseen and guarded against). To the extent of Seller's insurable interest, Buyer shall name Seller as co-insured in any policy or policies of builder's risk insurance which Buyer may carry covering such work and material during the period of construction. To the extent any such loss or damage is not compensated by insurance, Buyer shall reimburse Seller for all added costs incurred by him in repairing or replacing material or work which is damaged or destroyed.

Article 10: DELIVERIES, DELAYS AND CANCELLATIONS

(a) If all required information, (including complete, final approved, design drawings and specifications) shall be furnished to Seller, and all work to be done by others shall be performed and completed in such time and manner as will not delay or interfere with Seller's work, all work called for hereunder shall be promptly delivered or completed. If Seller is delayed due to causes for which Buyer or those acting for Buyer (such as Buyer's other contractors or their subcontractors) are responsible, the time for delivery or completion of the work called for hereunder shall be extended for such period as may reasonably be necessary to enable Seller to perform a complete its work and Buyer shall reimburse Seller for any and all costs and expenses which he may incur as a direct result of any such delay.

(b) Any specified delivery or completion dates shall be correspondingly extended if and to the extent Seller is delayed in the performance of the work by floods, fires, earthquakes, epidemics, acts of God, labor disputes or slowdowns, riots, insurrections of war, governmental regulations, delays in receipt, or shortages of material, or by any cause beyond Seller's reasonable control.

(c) If for any reason Buyer is unable to accept scheduled delivery of fabricated materials or to permit delivery of materials at the erection site designated herein, then Buyer shall pay Seller, upon demand, the contract price for such material, less the value (computed according to Seller's established accounting practices) of any work hereunder remaining to be performed, and also reimburse Seller for all costs and expenses incurred in storing, caring for, handling and disposing of such material.

(d) Unless otherwise expressly provided herein, all work shall be performed during regular working hours of regular working days. If Buyer should require overtime, the added cost thereof shall be reimbursed to Seller, in addition to the contract price.

(e) Unless specifically expressed herein, steel is to be shop-painted with the Seller's standard primer, and the Seller will not be responsible for the condition of the paint after this work has been delivered to the custody of others.

Article 11: ERECTION CONDITIONS If erection is called for in the specifications listed in this contract, Buyer shall without cost to Seller:

(a) Provide adequate foundations of proper height, any required wood blocking and/or wood backing for handrails, place wood-posts, shores and wall-plates to correct elevations and dimensions, set all anchor bolts, leveling plates and loose column base plates, and establish all levels and datum lines. Buyer to promptly report in writing to the Seller any deviations in the work of others which could cause a misfit in the Seller's work.

(b) Schedule operations so that erection work of Seller may be carried out in proper sequence and with a single erection trip and in one continuous operation, unless more than one trip would necessarily be required:

(c) Provide and maintain necessary ingress and egress, and a firm and properly graded site that is free of all obstructions over the entire building area, safe for Seller's employees, and suitable for the safe operation of loaded trucks and crawler and truck cranes without use of planks or supporting pads, excepting only in those cases where normal erection practice necessitates truck and crane operation over existing concrete, paving or flooring;

(d) Remove any overhead obstructions to erection, including wires, before arrival of Seller's equipment at the site;

(e) Furnish, place and maintain necessary lights, barricades, flagmen, safety railings, planking, overhead protection, and do and perform all things so required by the ordinances of the state, city or county in which the structure is located, or the rules and regulations of any of the departments of said state, city or county.

Article 12: TERMS OF PAYMENT The terms of payment shall be:

(a) Material only: Net 10th for material delivered the previous month.

(b) Material not in place: Payments to be made on or before the 10th of each month covering 95% of the contract value of all materials stored during the preceding month.

(c) Material installed and in place: Payments to be made on or before the 10th of each month, covering 95% of the contract value of all materials installed in place during the preceding month. Balance of 5% to be paid within 30 days after completion of work covered by the terms of this Agreement. The entitlement of the Seller to payment shall be absolute and not contingent upon the Buyer receiving payment for such work.

(d) If payment is to be made on the basis of the weight of materials and the method of calculating weights is not specified, materials shall be invoiced on the basis of weights calculated from detail drawings and shop bills in accordance with the method of calculating weights prescribed in the latest Code of Standard Practice of the American Institute of Steel Construction.

(e) Until paid for, the title to and ownership and right of repossession of the material covered by this contract shall be and remain in the Seller, should the Buyer become insolvent or refuse or neglect to pay for said material.

(f) No charges for labor or material furnished by the Buyer shall be allowed as a credit on this agreement, unless authorized in writing by the Seller.

All payments shall be made as stipulated at the address of the Seller. When not so paid, then the entire contract price shall become immediately due and payable. The Buyer agrees to pay the Seller interest on all past due balances at the rate of the higher of (a) ten percent (10%) per annum (0.833% per month), or (b) five percent (5%) per annum, plus the rate prevailing on the 25th of the month preceding the acceptance of this Proposal-Contract, established by the Federal Reserve Bank of San Francisco or advances to member banks under Sections 13 and 13 (a) of the Federal Reserve Act as in effect on said date of acceptance or as may be thereafter from time-to-time amended (or, if there is no such single determinable rate of advances, the closest counterpart of such rate as shall be designated by the Superintendent of Banks of the State of California unless some other person or agency is delegated such authority by the Legislature.

Article 13: ATTORNEYS FEES If any Party brings an action or proceeding to enforce the terms hereof or declares rights hereunder, the Prevailing Party in any such proceeding, action or appeal thereon, shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. Seller shall be entitled to attorney's fees, costs and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

Article 14: ARBITRATION Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to arbitration. Claims shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.

Limitations on Consolidation or Joinder. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SHOULD YOU DESIRE TO ENTER INTO A CONTRACT ON THE TERMS AND CONDITIONS SET FORTH ABOVE, PLEASE SO INDICATE BY SIGNING ON PAGE 1 AND INITIALING BELOW AND RETURN TO US WITHIN 30 DAYS FROM THE ABOVE DATE HEREOF. ONE COPY OF THIS PROPOSAL WHICH SHALL BECOME A CONTRACT SUBJECT TO THE APPROVAL OF THE BUYER'S CREDIT. SUCH CREDIT SHALL BE DEEMED APPROVED UNLESS BUYER IS GIVEN WRITTEN NOTICE TO THE CONTRARY, WITHIN 10 DAYS AFTER SELLER HAS RECEIVED BUYER'S ACCEPTANCE OF THIS PROPOSAL.

Initials: _____



c.a. buchen corp.

9231 glenooks blvd. sun valley, california 91352-2688 (818) 767-5408 • fax (818) 767-8654

Job Name MARSHALL E.S. Date of Work 8-14-18

Location OXNARD Cabco Job No. A190

Contractor BERNARDS Contractor Job # _____

EMPLOYEE NAME	FOREMAN	JOURNEY-MAN	APPRENTICE	HOURS WORKED		
				ST	OT	2T
F. SAM (T)	✓			2		
Carlos			✓	2		
TOTAL HOURS				4	00	

DESCRIPTION OF WORK/EQUIPMENT:

PER RFI #222 : WELD ⁵ PLATE STRAPS IN
 FEED. STRAPS BY OTHERS
 PLS SEE ATTACHED

CONTRACTOR'S SUPERVISOR:

WVE WVE 08-14-18
 PRINTED NAME

WVE IDQ
 SIGNATURE





REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 222

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 06-12-18
Discipline: Structural

Subject: Full height columns - 102 C1 and 126 C1

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-211		

QUESTION

It is our understanding that Columns #126 C1 and #102 C1, located on grid lines 7 & 8 at C.3 respectively, are to be extended to become full height columns. Please verify this and review attached shop drawings

ANSWER

NC RESPONSE: Columns on gridlines 7 & 8 / C.2 are intended to be full height. See comments provided on applicable details/drawings.

BY DY/NC 06/13/18

General Note: Only certain clouded items have been reviewed. Not all clouded items are pertinent to column extension.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
C. A. Buchen Corp	Jack Furdek	
JF Construction Corp	John Ferrante	
C. A. Buchen Corp	John Oster	

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: Jack Furdek - C. A. Buchen Corp - Author Number: 20

Submitted By: Jack Furdek - C. A. Buchen Corp



REQUEST FOR INFORMATION

RFI No.: 222

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.
Subject: Full height columns - 102 C1 and 126 C1

Date: 06-12-18
Discipline: Structural

Response Requested By: 06-19-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-211		

QUESTION

It is our understanding that Columns #126 C1 and #102 C1, located on grid lines 7 & 8 at C.3 respectively, are to be extended to become full height columns. Please verify this and review attached shop drawings

ANSWER

NC Response:

Columns on gridlines 7 and 8 on gridline C.2 are intended to be full height. See comments provided on applicable details/drawings.

By: DY/NC 06/13/18

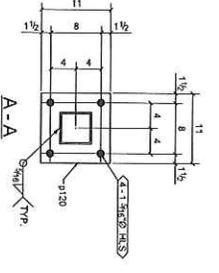
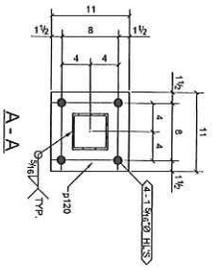
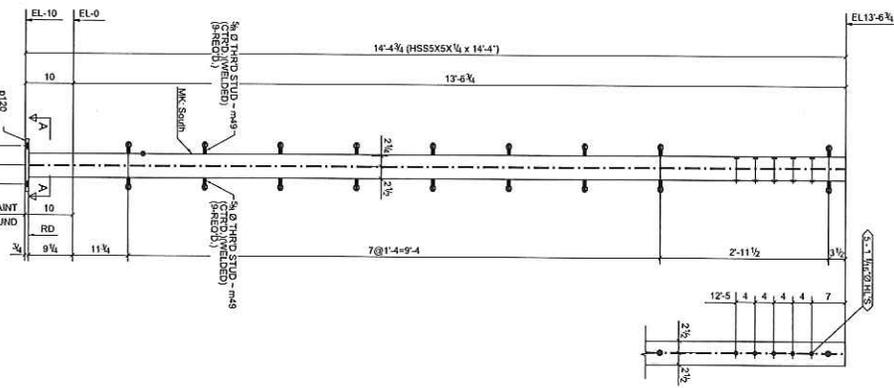
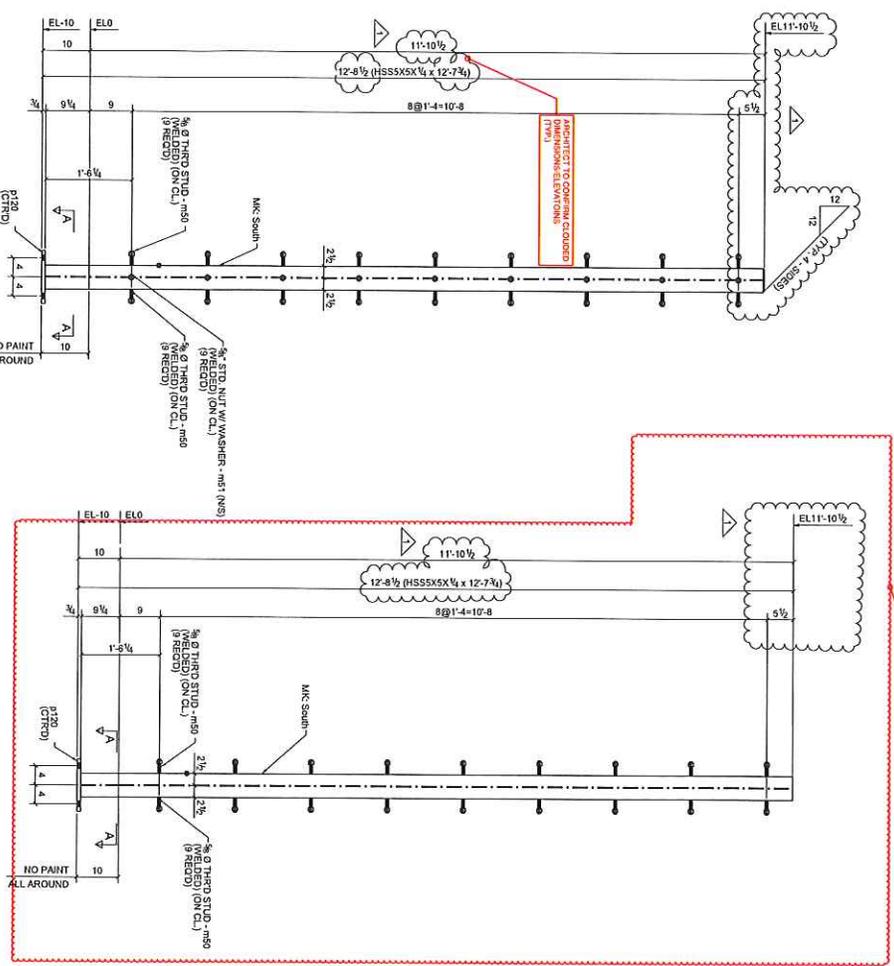
General Note: Only certain clouded items have been reviewed. Not all clouded items are pertinent to column extension.

Response Provided By: _____
Name Company Date

Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 20

Submitted By: Jack Furdek - C. A. Buchen Corp

PROVISIONAL REVISION



DO NOT IMPROVE FRAMES
 MAKE CORRECTIONS NOTED
 ADVISE AS NOTED AND RESUBMIT
 RECHECKED, LIMIT AS SPECIFIED
 REVIEWED FOR LOAD TO STRUCTURE ONLY
 COMMITTED PREVIOUSLY

Reviewed, identified additional details

Submitter: user reviewed for structural design conformity and responsible for conformity and compliance with applicable codes and standards of practice, conditions, specifications, and other trade and field compliance with contract documents.

Per: **6/12/2018** **DY**
SHANE L. CHAMBERLAIN
 Consulting Structural Engineer

NOTE:
 REVISED PER REVISION 128R

BILL OF MATERIALS

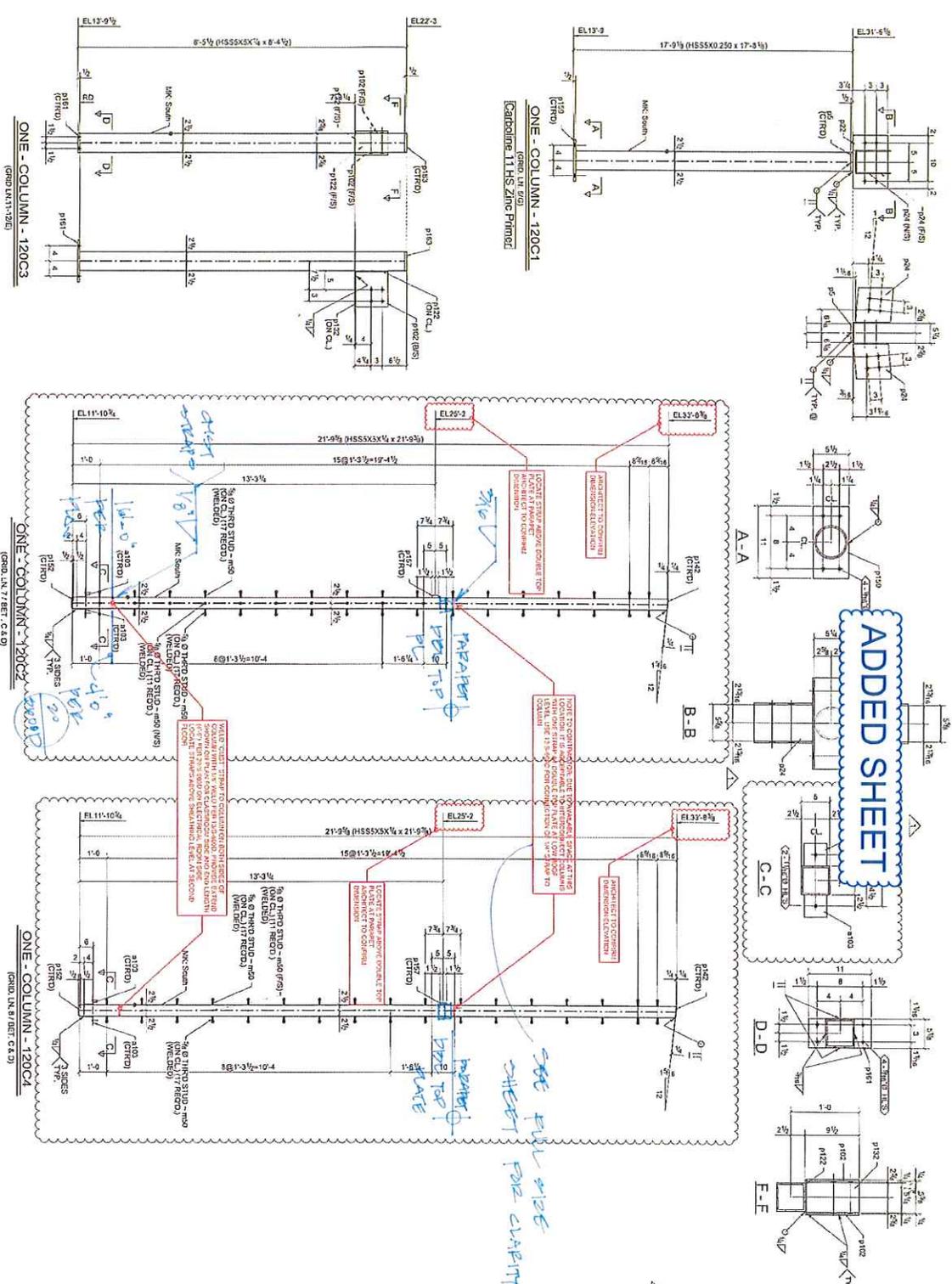
NO.	QTY	UNIT	DESCRIPTION	REMARKS	MT
1	1	TON	STEEL COLUMN	12-8 1/2 (HSS55X5 1/4 x 12-7 3/4)	4.1
2	1	TON	STEEL COLUMN	11-10 1/2	3.8
3	1	TON	STEEL COLUMN	14-4 3/4 (HSS55X5 1/4 x 14-4 1/4)	4.5
4	1	TON	STEEL COLUMN	13-6 3/4	4.2
5	1	TON	STEEL COLUMN	15-6 3/4	4.8
6	1	TON	STEEL COLUMN	12-5	3.7
7	1	TON	STEEL COLUMN	11-10 1/2	3.8
8	1	TON	STEEL COLUMN	12-8 1/2 (HSS55X5 1/4 x 12-7 3/4)	4.1
9	1	TON	STEEL COLUMN	11-10 1/2	3.8
10	1	TON	STEEL COLUMN	14-4 3/4 (HSS55X5 1/4 x 14-4 1/4)	4.5
11	1	TON	STEEL COLUMN	13-6 3/4	4.2
12	1	TON	STEEL COLUMN	15-6 3/4	4.8
13	1	TON	STEEL COLUMN	12-5	3.7
14	1	TON	STEEL COLUMN	11-10 1/2	3.8
15	1	TON	STEEL COLUMN	12-8 1/2 (HSS55X5 1/4 x 12-7 3/4)	4.1
16	1	TON	STEEL COLUMN	11-10 1/2	3.8
17	1	TON	STEEL COLUMN	14-4 3/4 (HSS55X5 1/4 x 14-4 1/4)	4.5
18	1	TON	STEEL COLUMN	13-6 3/4	4.2
19	1	TON	STEEL COLUMN	15-6 3/4	4.8
20	1	TON	STEEL COLUMN	12-5	3.7
21	1	TON	STEEL COLUMN	11-10 1/2	3.8
22	1	TON	STEEL COLUMN	12-8 1/2 (HSS55X5 1/4 x 12-7 3/4)	4.1
23	1	TON	STEEL COLUMN	11-10 1/2	3.8
24	1	TON	STEEL COLUMN	14-4 3/4 (HSS55X5 1/4 x 14-4 1/4)	4.5
25	1	TON	STEEL COLUMN	13-6 3/4	4.2
26	1	TON	STEEL COLUMN	15-6 3/4	4.8
27	1	TON	STEEL COLUMN	12-5	3.7
28	1	TON	STEEL COLUMN	11-10 1/2	3.8
29	1	TON	STEEL COLUMN	12-8 1/2 (HSS55X5 1/4 x 12-7 3/4)	4.1
30	1	TON	STEEL COLUMN	11-10 1/2	3.8
31	1	TON	STEEL COLUMN	14-4 3/4 (HSS55X5 1/4 x 14-4 1/4)	4.5
32	1	TON	STEEL COLUMN	13-6 3/4	4.2
33	1	TON	STEEL COLUMN	15-6 3/4	4.8
34	1	TON	STEEL COLUMN	12-5	3.7
35	1	TON	STEEL COLUMN	11-10 1/2	3.8
36	1	TON	STEEL COLUMN	12-8 1/2 (HSS55X5 1/4 x 12-7 3/4)	4.1
37	1	TON	STEEL COLUMN	11-10 1/2	3.8
38	1	TON	STEEL COLUMN	14-4 3/4 (HSS55X5 1/4 x 14-4 1/4)	4.5
39	1	TON	STEEL COLUMN	13-6 3/4	4.2
40	1	TON	STEEL COLUMN	15-6 3/4	4.8
41	1	TON	STEEL COLUMN	12-5	3.7
42	1	TON	STEEL COLUMN	11-10 1/2	3.8
43	1	TON	STEEL COLUMN	12-8 1/2 (HSS55X5 1/4 x 12-7 3/4)	4.1
44	1	TON	STEEL COLUMN	11-10 1/2	3.8
45	1	TON	STEEL COLUMN	14-4 3/4 (HSS55X5 1/4 x 14-4 1/4)	4.5
46	1	TON	STEEL COLUMN	13-6 3/4	4.2
47	1	TON	STEEL COLUMN	15-6 3/4	4.8
48	1	TON	STEEL COLUMN	12-5	3.7
49	1	TON	STEEL COLUMN	11-10 1/2	3.8
50	1	TON	STEEL COLUMN	12-8 1/2 (HSS55X5 1/4 x 12-7 3/4)	4.1



C. A. Buchan Corp.
 5000 W. 10th Street
 Denver, CO 80202

MARSHALL ELEMENTARY SCHOOL
 2200 THURGOOD MARSHALL DRIVE, DENVER, CO 80209

DATE: 06/12/2018
 SHEET: 126 OF 100



ADDED SHEET

SEE FULL SIZE SHEET FOR CLARITY

BILL OF MATERIALS

ITEM NO.	QTY	DESCRIPTION	UNIT	REMARKS	OK
1	1	CONCRETE	CU YD		
2	1	FORMWORK	SQ YD		
3	1	REINFORCING BARS	TON		
4	1	WELDED WIRE MESH	SQ YD		
5	1	CAST-IN-PLACE CONCRETE	CU YD		
6	1	FORMWORK	SQ YD		
7	1	REINFORCING BARS	TON		
8	1	WELDED WIRE MESH	SQ YD		
9	1	CAST-IN-PLACE CONCRETE	CU YD		
10	1	FORMWORK	SQ YD		
11	1	REINFORCING BARS	TON		
12	1	WELDED WIRE MESH	SQ YD		
13	1	CAST-IN-PLACE CONCRETE	CU YD		
14	1	FORMWORK	SQ YD		
15	1	REINFORCING BARS	TON		
16	1	WELDED WIRE MESH	SQ YD		
17	1	CAST-IN-PLACE CONCRETE	CU YD		
18	1	FORMWORK	SQ YD		
19	1	REINFORCING BARS	TON		
20	1	WELDED WIRE MESH	SQ YD		
21	1	CAST-IN-PLACE CONCRETE	CU YD		
22	1	FORMWORK	SQ YD		
23	1	REINFORCING BARS	TON		
24	1	WELDED WIRE MESH	SQ YD		
25	1	CAST-IN-PLACE CONCRETE	CU YD		
26	1	FORMWORK	SQ YD		
27	1	REINFORCING BARS	TON		
28	1	WELDED WIRE MESH	SQ YD		
29	1	CAST-IN-PLACE CONCRETE	CU YD		
30	1	FORMWORK	SQ YD		
31	1	REINFORCING BARS	TON		
32	1	WELDED WIRE MESH	SQ YD		
33	1	CAST-IN-PLACE CONCRETE	CU YD		
34	1	FORMWORK	SQ YD		
35	1	REINFORCING BARS	TON		
36	1	WELDED WIRE MESH	SQ YD		
37	1	CAST-IN-PLACE CONCRETE	CU YD		
38	1	FORMWORK	SQ YD		
39	1	REINFORCING BARS	TON		
40	1	WELDED WIRE MESH	SQ YD		
41	1	CAST-IN-PLACE CONCRETE	CU YD		
42	1	FORMWORK	SQ YD		
43	1	REINFORCING BARS	TON		
44	1	WELDED WIRE MESH	SQ YD		
45	1	CAST-IN-PLACE CONCRETE	CU YD		
46	1	FORMWORK	SQ YD		
47	1	REINFORCING BARS	TON		
48	1	WELDED WIRE MESH	SQ YD		
49	1	CAST-IN-PLACE CONCRETE	CU YD		
50	1	FORMWORK	SQ YD		

cabco C.A. BARNER CORP.
 3177 W. 10th Street
 DENVER, CO 80202

PROJECT: MANRIAL ELEMENTARY SCHOOL
 2800 31st AVE. DENVER, CO 80202

DATE: 11/19/18

SCALE: AS SHOWN

REVISIONS:

NO.	DATE	DESCRIPTION	BY
1	11/19/18	ISSUED FOR PERMIT	MM
2	11/19/18	ISSUED FOR CONSTRUCTION	MM

CONTRACT NO: A190

DATE: 11/19/18

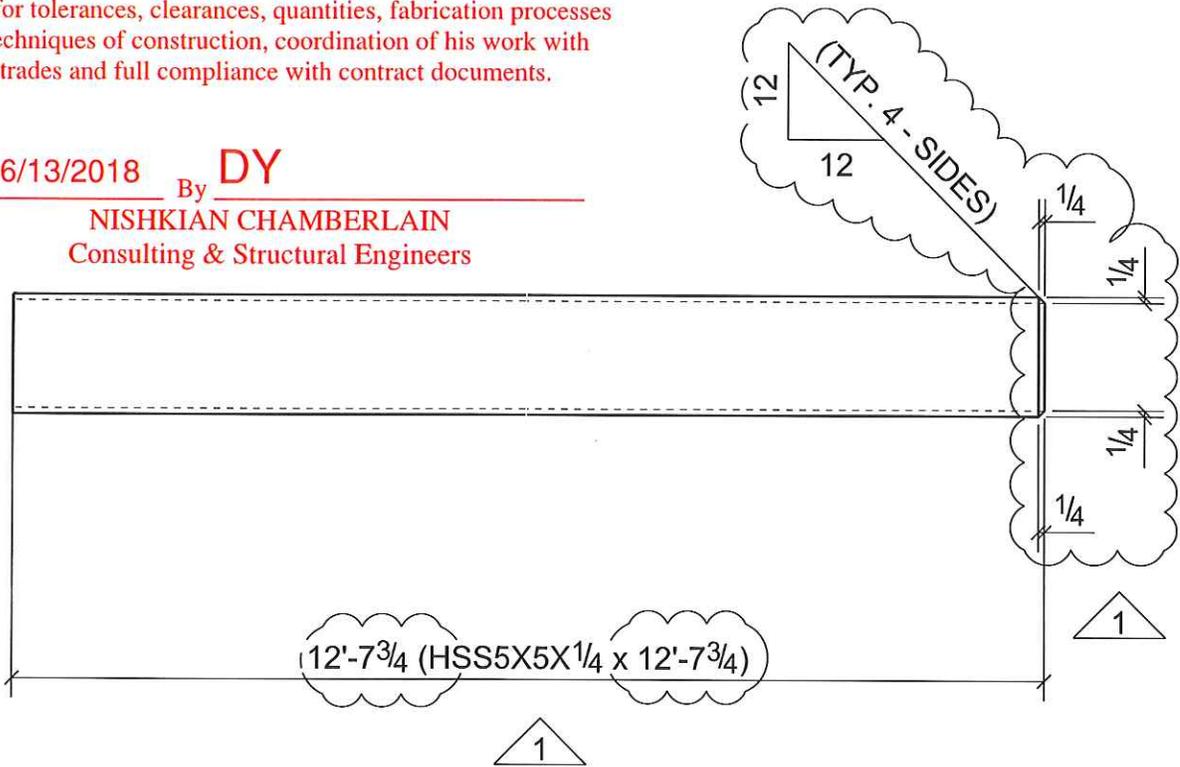
- NO EXCEPTIONS TAKEN
- MAKE CORRECTION NOTED
- REVISE AS NOTED AND RESUBMIT
- REJECTED/RESUBMIT AS SPECIFIED
- REVIEWED FOR LOAD TO STRUCTURE ONLY
- SUBMITTED PREVIOUSLY:

- Not Reviewed
- Reviewed, identified additional data only

Notations Do Not Authorize Changes To Contract Sum.

Submittal was reviewed for structural design conformity and general conformance to contract documents only. Contractor is responsible for confirming and correlating dimensions at job sites for tolerances, clearances, quantities, fabrication processes and techniques of construction, coordination of his work with other trades and full compliance with contract documents.

Date 6/13/2018 By DY
NISHKIAN CHAMBERLAIN
 Consulting & Structural Engineers



ARCHITECT TO CONFIRM CLOUDED DIMENSIONS/ELEVATIONS (TYP.)

MATERIAL LIST FOR WORKSHOP					TOTALS	
MARK	SIZE	GRADE	QTY.	LENGTH	AREA	WEIGHT
102C1	HSS5X5X1/4	A500-GR.B	1	12'-7 3/4"	2914	185
					2914 in ²	185 lb/ft



TRIAD
Steel Services
16605N. 28TH AVE. - SUITE 102 - PHOENIX, AZ 85053

DRAWING No. 102C1	
JOB No. A190	DESCRIPTION
DRAWN BY	REVISION No. 1
DATE DRAWN 11/07/2017	REVISION DATE 06/11/2018

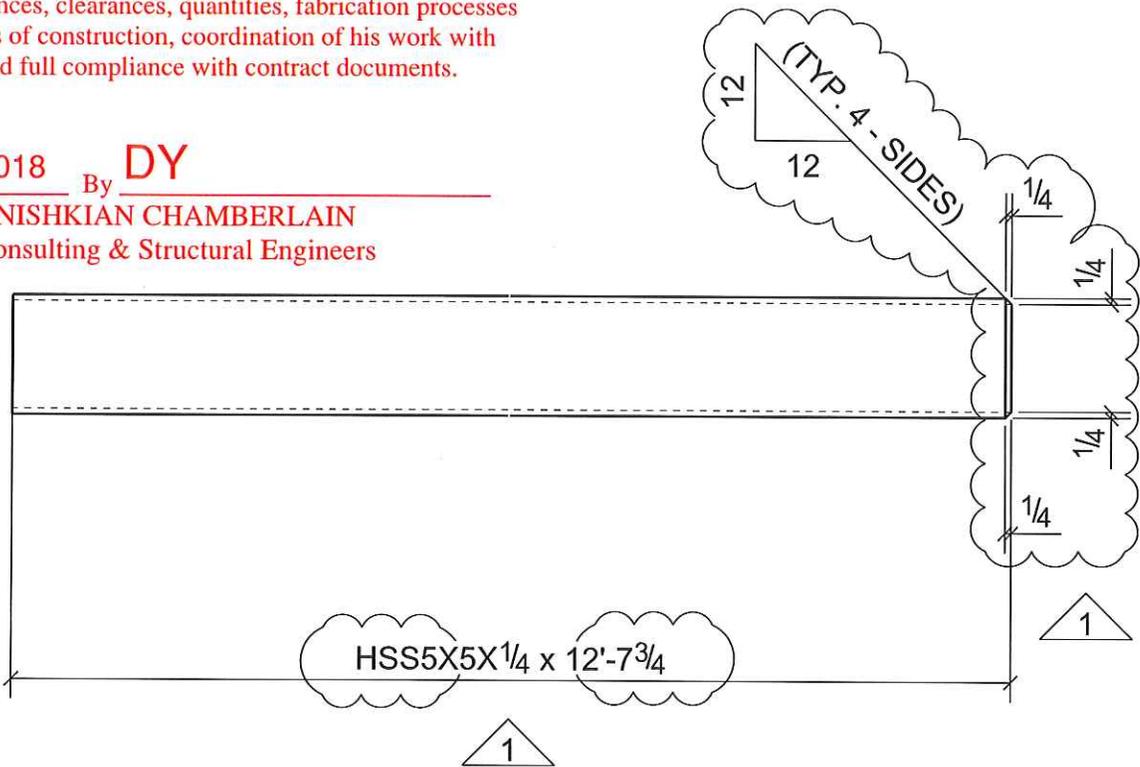
- NO EXCEPTIONS TAKEN
- MAKE CORRECTION NOTED
- REVISE AS NOTED AND RESUBMIT
- REJECTED/RESUBMIT AS SPECIFIED
- REVIEWED FOR LOAD TO STRUCTURE ONLY
- SUBMITTED PREVIOUSLY:

- Not Reviewed
- Reviewed, identified additional data only

Notations Do Not Authorize Changes To Contract Sum.

Submittal was reviewed for structural design conformity and general conformance to contract documents only. Contractor is responsible for confirming and correlating dimensions at job sites for tolerances, clearances, quantities, fabrication processes and techniques of construction, coordination of his work with other trades and full compliance with contract documents.

Date 6/13/2018 By DY
NISHKIAN CHAMBERLAIN
 Consulting & Structural Engineers



ARCHITECT TO CONFIRM CLOUDED DIMENSIONS/ELEVATIONS (TYP.)

126C1	HSS5X5X1/4	A500-GR.B	1	12'-7 3/4"	2914	185
MARK	SIZE	GRADE	QTY.	LENGTH	AREA	WEIGHT
MATERIAL LIST FOR WORKSHOP					TOTALS	185 lb/ft
					2914 in ²	

TRIAD

Steel Services

16605N. 28TH AVE. - SUITE 102 - PHOENIX, AZ 85053

DRAWING No.	126C1		
JOB No.	A190	DESCRIPTION	PSHEET
DRAWN BY		REVISION No.	1
DATE DRAWN	06/11/2018	REVISION DATE	06/11/2018



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 55 R0

Date: 8/29/2018

DESCRIPTION OF WORK

CCD 18 & RFI 211 add (4) plate straps at elevator

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
------------------	---------	------------------

Contractual Costs

-1,517

Subtotal: -1,517

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
------------------	---------	------------------

Subcontract Costs

CCD 18 & RFI 211 add (4) plate straps at elevator	C. A. Buchen Corp	1,517
---	-------------------	-------

Subtotal: 1,517

Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Jose Arche

Signature

Jose Arche

Printed Name & Title

09-10-18

Date

Rebecca Miller

Signature

Rebecca Miller Project Manager

Printed Name & Title

9/12/18

Date

C.A. Buchen Corp.

Change Order Backup

To: Bernards Builders

Regarding project:

Attn: Rebecca Miller

Marshal E.S

Job#: SE-A190

Date: 8/22/2018

Request for change order # 13

PER RFI 211 AND REFERENCE CCD 018: ADD (4) PLATE STRAPS TO ELEVATOR COLUMNS GRIDLINES 8/J & 9/J
EXCLUDE SPECIAL TRIP

1	<u>Project Engineering</u>	2	hr @	\$ 80.00		\$160
2	<u>Field measure</u>		hr @	\$ 80.00		\$0
3	<u>Detailing</u>	4	hr @	\$ 80.00		\$320
4	<u>Shop labor</u>	4	hr @	\$ 86.40		\$346
5	<u>Ironworker</u>	3	hr @	\$ 86.40		\$259
7	<u>Materials:</u>					
		# W.F		\$ 0.60 /lb		\$0
8		#PL /HSS 103	Lb	\$ 0.75 /lb		\$77
9		Bolts	Lb			
10		M. Channel		\$ 1.00		\$0
11		<u>Galvanizing</u>	Lb	\$ 1.00 /lb		\$0
		<u>Zinc Primer</u>	Lb	\$ 1.00 /lb		\$0
12	<u>Buy outs:</u>	<u>Cane Bolts</u>		\$ -		\$0
13		<u>Casters</u>		\$ -		\$0
14		<u>Hinges</u>		\$ -		\$0
15		<u>Deck</u>		\$ -		\$0
16		<u>Mesh Panels</u>		\$ -		\$0
17		<u>Delivery&Pickup</u>	round trip	\$ 320.00		\$0
		<u>Semi Delivery</u>	round trip	\$1,100.00		\$0
18		<u>40 Ton Crane</u>	hr @	\$ 327.00		\$0
19		<u>Crane in/out</u>		\$ -	vary per crane size	\$0
20		<u>Boom lift</u>		\$ -	varies	\$0
21		<u>Stud machine</u>	day @			\$0
22	<u>Field equip:</u>	<u>Stick weld</u>	hr @	\$ 20.00 (250cc)		\$0
23		<u>Innershield</u>	3 hr @	\$ 25.00 (300- 400cc)		\$75
24		<u>F.P. inshield</u>	hr @	\$ 25.00 (650cc)		\$0
25		<u>Grinder</u>	hr @	\$ 2.00		\$0
26		<u>Working field truck w/tools</u>	3 hr @	\$ 25.00		\$75
27		<u>Mag Drill</u>	hr @	\$ 5.00		\$0
28		<u>Burning outfit</u>	hr @	\$ 13.00		\$0
29		<u>Special equipment</u>	hr @	\$ 9.00 Air-arc		\$0
30		<u>Special equipment</u>	day @	\$ 70.00 Fire blanket shield		\$0
						Subtotal <u>\$1,312</u>
		<u>Tax on materials & galvanizing (9.5%)</u>				\$7
		Profit & Overhead		15%		\$198
						Total this change order <u><u>\$1,517</u></u>

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

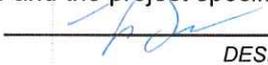
This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Marshall Elementary School New Classroom Building	DSA App. #: 03 - 116806

APPLICANT		
CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, # 018	Date Submitted: 05/16/18	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (27 pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: CSDA Design Group	Contact Name: Michael Schoen	
Email: mschoen@csdadesigngroup.com	Phone Number: (310) 301-4772	
Address: 889 N Douglas St, Suite 100		
City: El Segundo	State: CA	Zip: 90245
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Michael Schoen	
Professional License #: C-35165	Discipline: Architect

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature:  DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

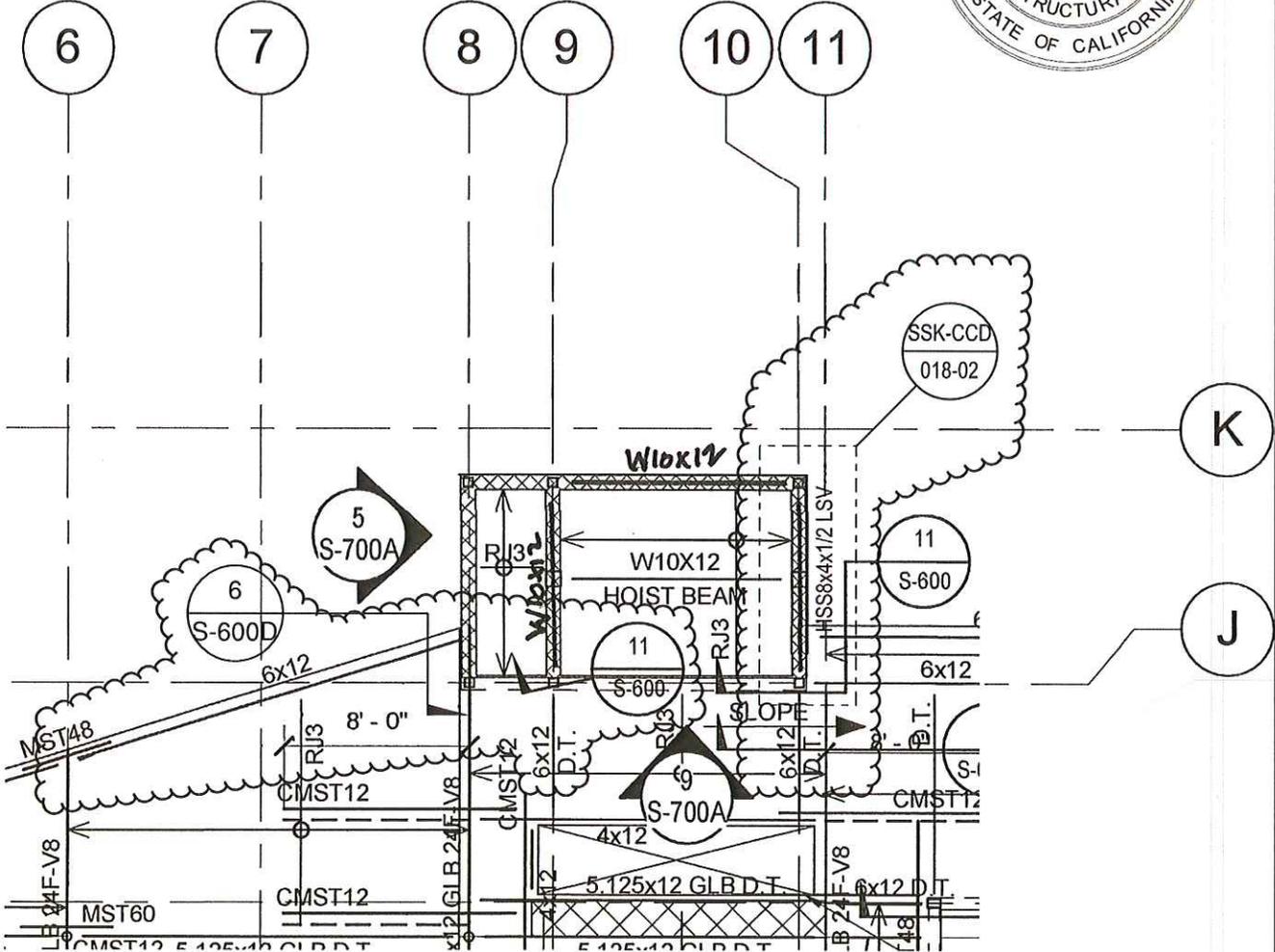
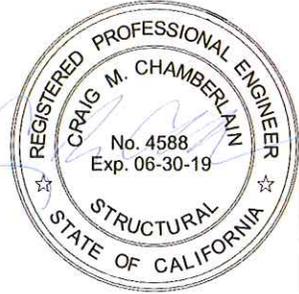
CHECK THIS BOX: To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this this project.

Brief description of construction change (attach additional sheets if needed):
 Partial plan to denote changes in framing to facilitate connections at at canopy roof framing. SSK -CCD018-01, SSK -CCD018-02 AND SSK-CCD018-03 new detail as approved by SEOR.
 Ref. details from DSA CD set, 11/S-600, 17/S-700A, 6/S-600D & 17/S-600D and support calculations.

List of DSA approved drawings affected by this CCD: **Partial plan S-214, CCD018 DIS2-Response**

DSA USE ONLY		DSA Stamp	
SSS A. Widjaja Date 05/17/2018 <input checked="" type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input type="checkbox"/> Not Req'd	For business office use only		DATE 05/17/2018 Appl. No: 03-116806 140 18 R2 SSS.pdf
FLS <input checked="" type="checkbox"/> Date _____ <input type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input checked="" type="checkbox"/> Not Req'd	Date Sent _____		
ACS <input checked="" type="checkbox"/> Date _____ <input type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input checked="" type="checkbox"/> Not Req'd	Return By _____ Delivery Method _____		
Remarks: DSA APPROVAL FOR "CLOUDED" PORTION ONLY.			


APPROVED AWidjaja
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 05/17/2018
 Appl. No: 03-116806 140 18 R2 SSS.pdf



2
CANOPY ROOF FRAMING PLAN
 SCALE : 1/8" = 1'-0"

PARTIAL PLAN

Description of change:
 Partial plan to denote changes in framing to facilitate connections.

referenced drawings/details: 2/S-214

**NISHKIAN
 CHAMBERLAIN**
 CONSULTING AND STRUCTURAL
 ENGINEERS SINCE 1919
 NC PROJECT #: 40340

CSDA PROJECT #: 1534.01
 MARSHALL ES - NEW CLASSROOM
 BUILDING
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

SHEET: 01 OF 03
 DRAWING REFERENCE: 2/S-214
 SCALE: 1/8"=1'-0"
 DATE: 04/17/2018

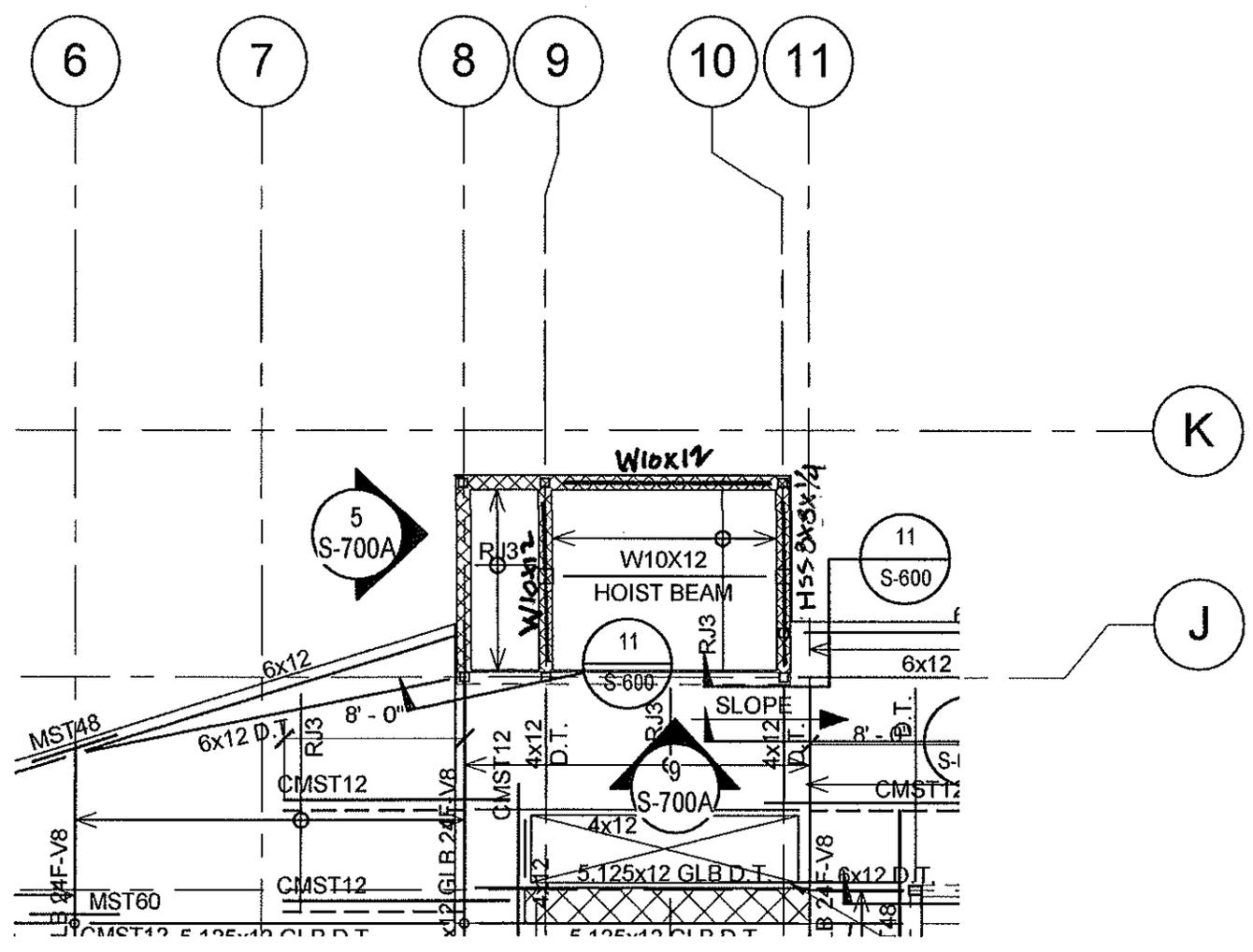
CSDA DESIGN GROUP

DSA A# 03-116806

Title of sheet
 Partial Plan of Canopy Roof Framing

CCD #018

SSK-CCD018-01



PARTIAL PLAN SHEET S-214
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

W10x12 STEEL BEAM PER PLAN

HSS4x4x1/4 COLUMN PER PLAN

APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 05/17/2018
 Appl. No: 03-116806_140_18_R2_SSS.pdf



10

K

17
S-700A

HSS8x4x1/2 LSV STEEL BEAM PER PLAN

SSK-CCD 018-03

CUSTOM BUCKETS PER

17
S-600D

SSK-CCD 018-03

HSS5x5x1/4 COLUMN PER PLAN
 W/ 1/4" CAP PLATE PER

17
S-700A

BUCKET ONLY

6x12 D.T. WOOD BEAM PER PLAN

EA. CORNER

17
S-600D

J

STEEL STRAP WELDED TO CAP PLATE PER

17
S-600D

17
S-600D

6x12 D.T. WOOD BEAM PER PLAN

BUCKET ONLY

FULL PEN.

PARTIAL PLAN

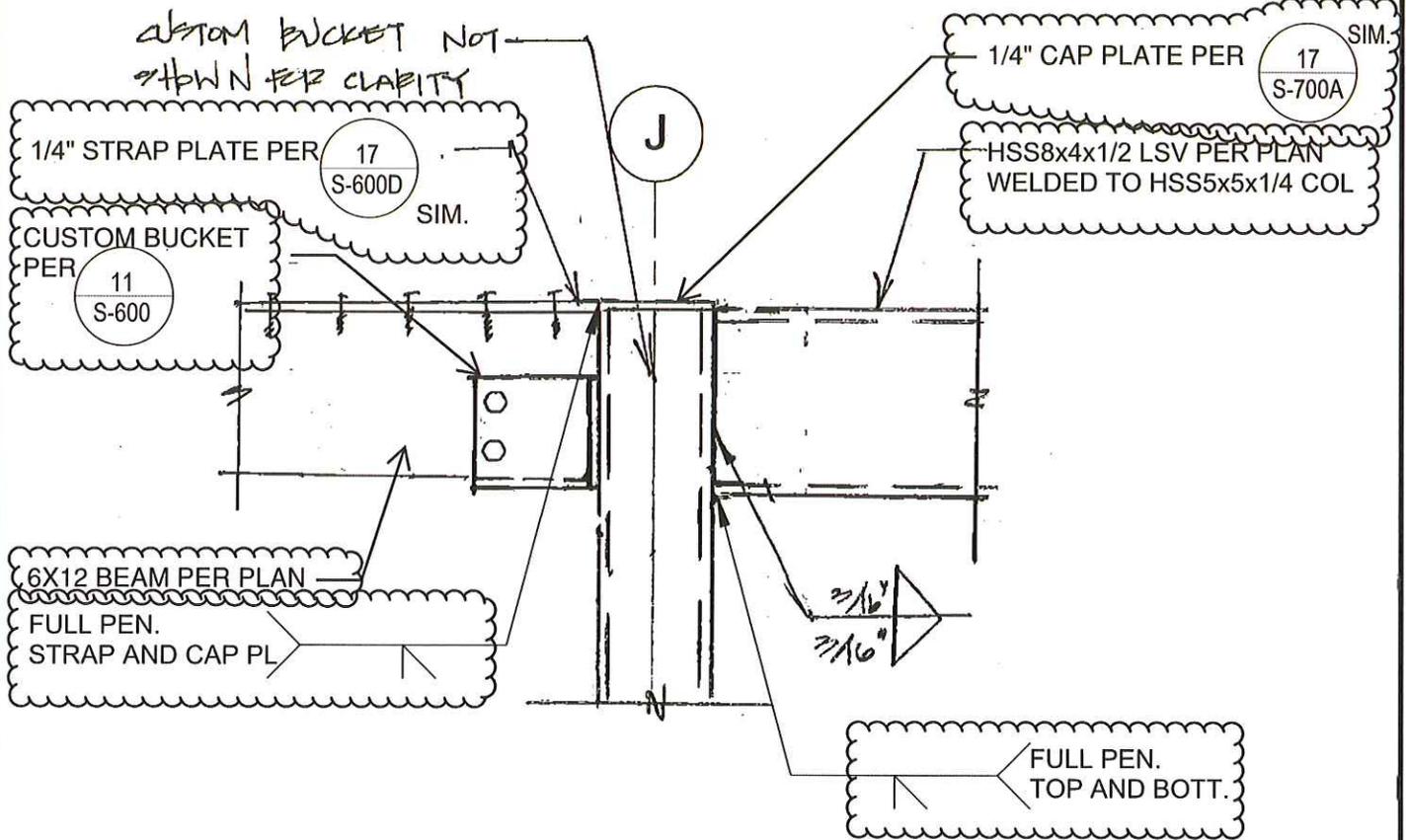
Description of change:
 Partial plan to denote changes in framing to facilitate connections.

referenced drawings/details: S-214

NISHKIAN CHAMBERLAIN
 CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
 NC PROJECT #: 40340

CSDA PROJECT #: 1534.01	SHEET: 02 OF 03	CSDA DESIGN GROUP
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: SSK-CCD018-01 SCALE: 1/8"=1'-0" DATE: 04/17/2018	
DSA A# 03-116806	Title of sheet: Partial Plan of Canopy Roof CCD #018	

SSK-CCD018-02



ELEVATION VIEW AT GRIDLINE 10

DSA APPROVED *AWidjaja*
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 05/17/2018
 Appl. No: 03-116806_140_18_R2_SSS.pdf



NEW DETAIL

Description of change:

New detail to allow for connection of HSS beam to HSS column without interfering with any transverse beams framing into same HSS column.

referenced drawings/details: S-214, SSK-CCD018-02

**NISHKIAN
 CHAMBERLAIN**
 CONSULTING AND STRUCTURAL
 ENGINEERS SINCE 1919
 NC PROJECT #: 40340

CSDA PROJECT #: 1534.01
 MARSHALL ES - NEW CLASSROOM
 BUILDING
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

SHEET: 03 OF 03
 DRAWING REFERENCE: S-214
 SCALE: 1/8"=1'-0"
 DATE: 04/17/2018

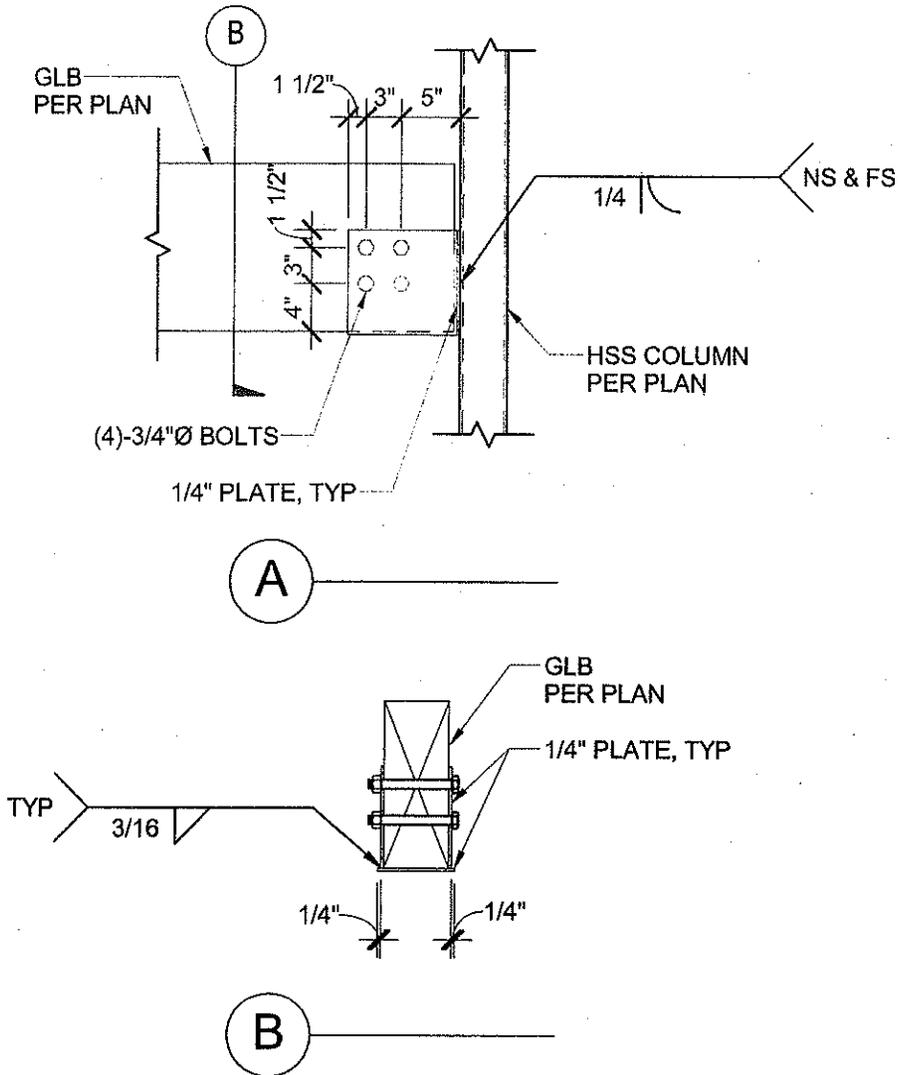
CSDA | DESIGN
 GROUP

DSA A# 03-116806

Title of sheet
 Elevation of Beams to HSS Connection

CCD #018

SSK-CCD018-03

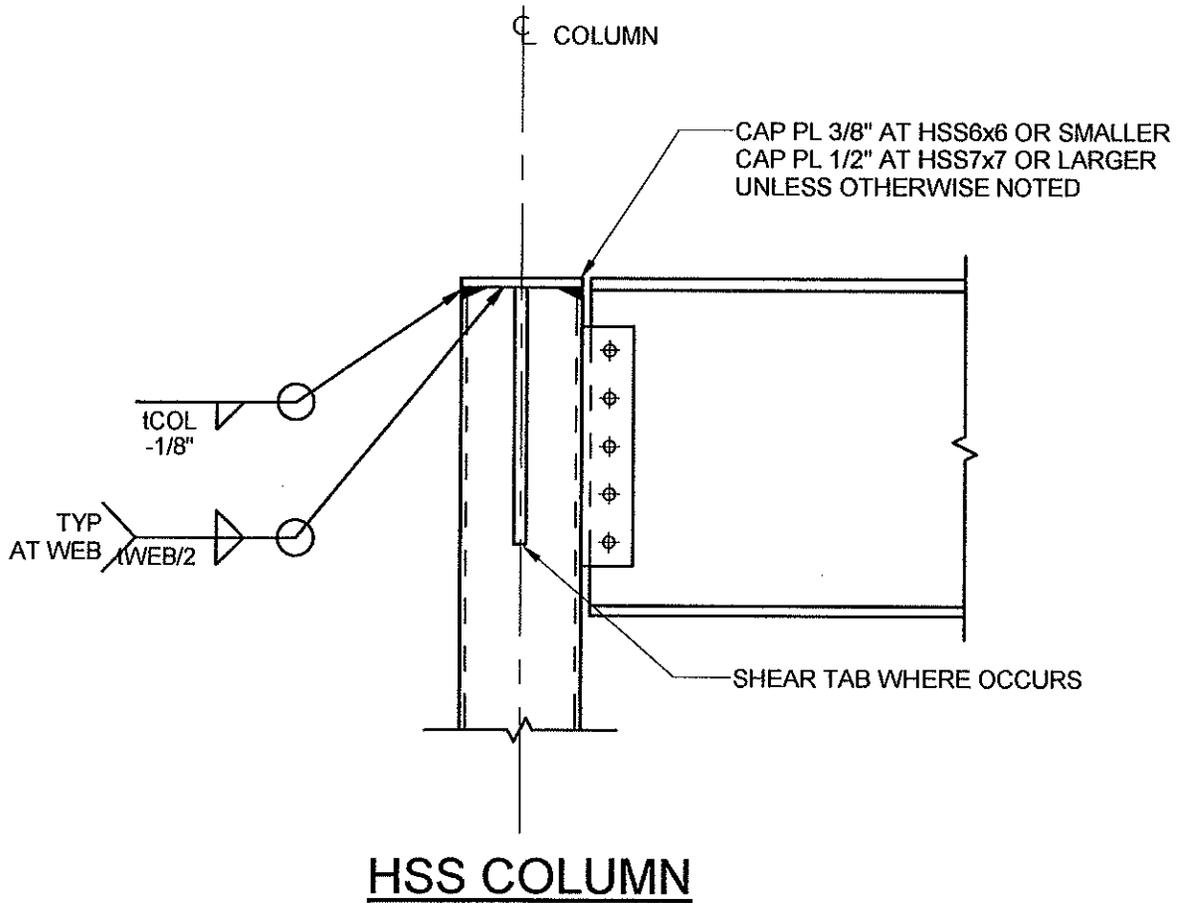


11

GLB TO HSS CONNECTION

SCALE: 3/4" = 1'-0"

DETAIL 11/S-600
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

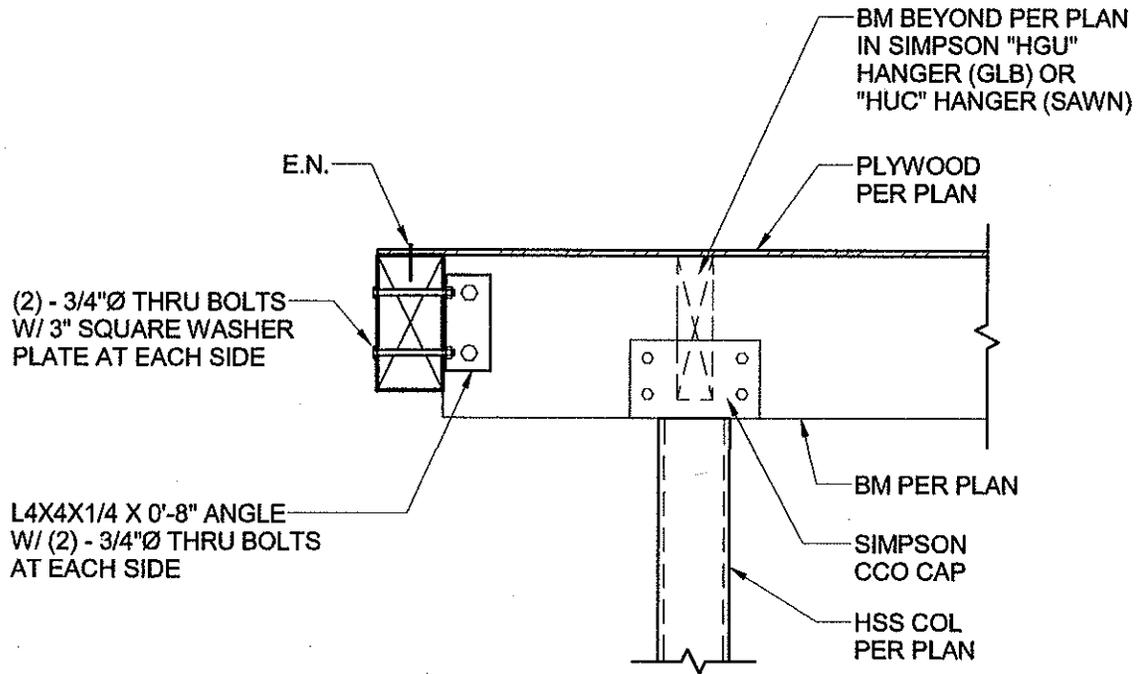


17

TYPICAL COLUMN CAP PLATE DETAIL

SCALE : 3/4" = 1'-0"

DETAIL 17/S-700A
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

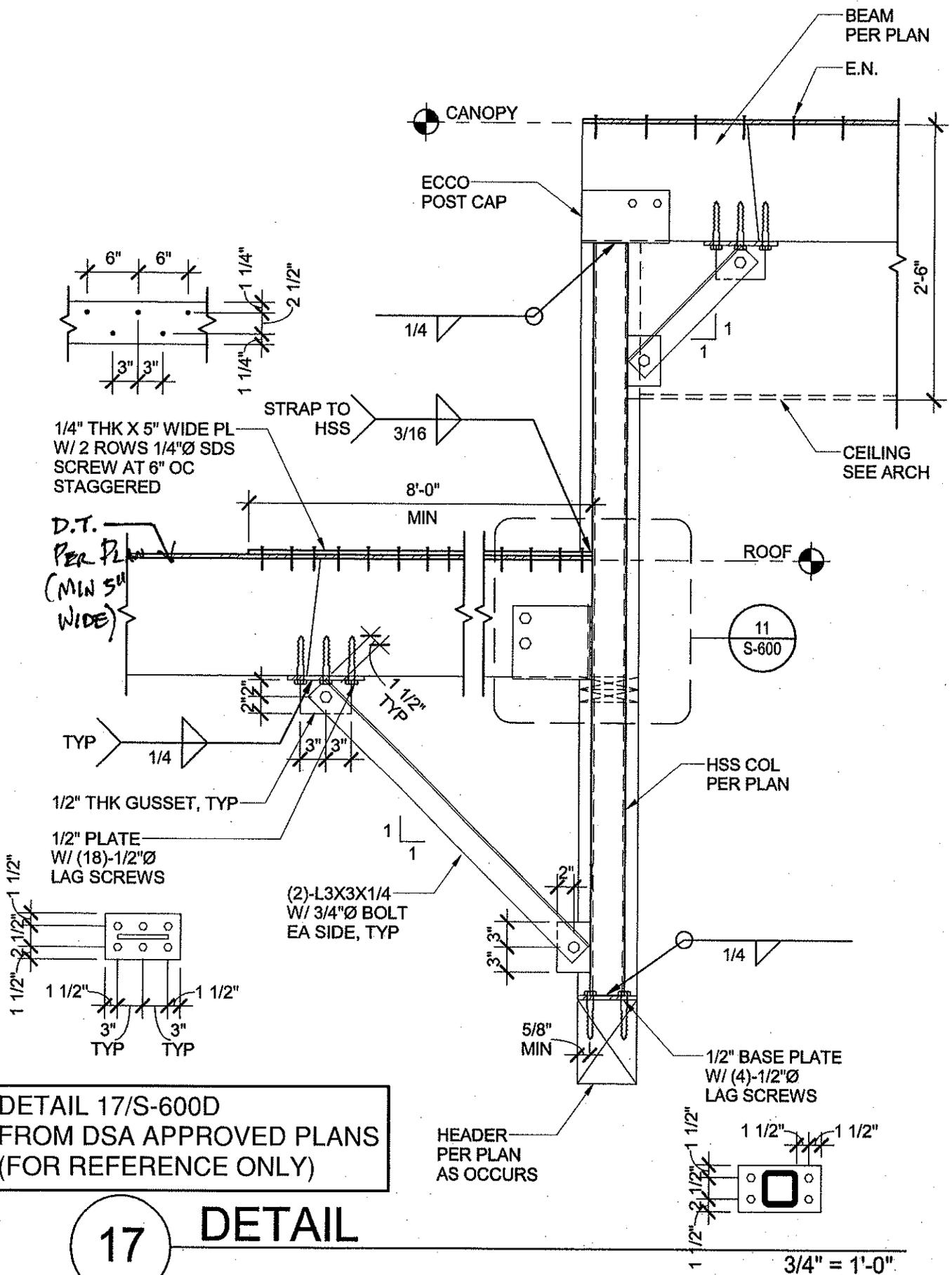


6

CONT BM TO CANTILEVER CONNECTION

3/4" = 1'-0"

DETAIL6/S-600D
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)



DETAIL 17/S-600D
 FROM DSA APPROVED PLANS
 (FOR REFERENCE ONLY)

17 **DETAIL**

3/4" = 1'-0"

CCB O/B CALCULATION

BEAM DESIGN

$$W = 1.57 \times [22.0 \text{ pcf}(D) + 20.0 \text{ pcf}(L_r)]$$

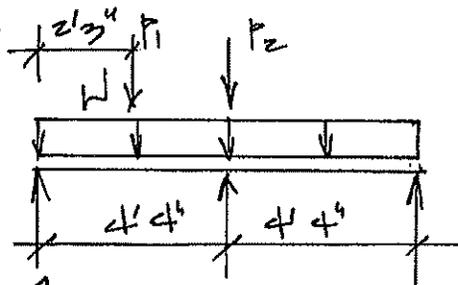
$$W = 29 \text{ lb/ft}(D) + 27 \text{ lb/ft}(L_r)$$

$$P_1 = 0.25 \times 57.0 \text{ SF} \times [22.0 \text{ pcf}(D) + 20.0 \text{ pcf}(L_r)]$$

$$P_1 = 0.29 \text{ k}(D) + 0.27 \text{ k}(L_r)$$

$$P_2 = 0.25 \times 44.0 \text{ SF} \times [24.0 \text{ pcf} \times 20.0 \text{ pcf}(L_r)]$$

$$P_2 = 0.56 \text{ k}(D) + 0.47 \text{ k}(L_r)$$



Use A558 8x4x1/4

BEAM WELD DESIGN

PER ENERCALC RESULTS:

$$V = 0.19 \text{ k}(D) + 0.15 \text{ k}(L_r)$$

$$V_U = 1.2(0.19 \text{ k}) + 1.6(0.15 \text{ k})$$

$$V_U = 0.47 \text{ k} \text{ (LRFB: } 1.2D + 1.6L_r)$$

PER AISC 360, T. J2.5

$$\phi R_n = \phi F_w A_w$$

$$F_w = 0.6 F_{EXX}$$

$$A_w = \frac{\sqrt{2}}{2} L_w D / 14$$

$$\phi = 0.75$$

$$F_{EXX} = 70 \text{ ksi}$$

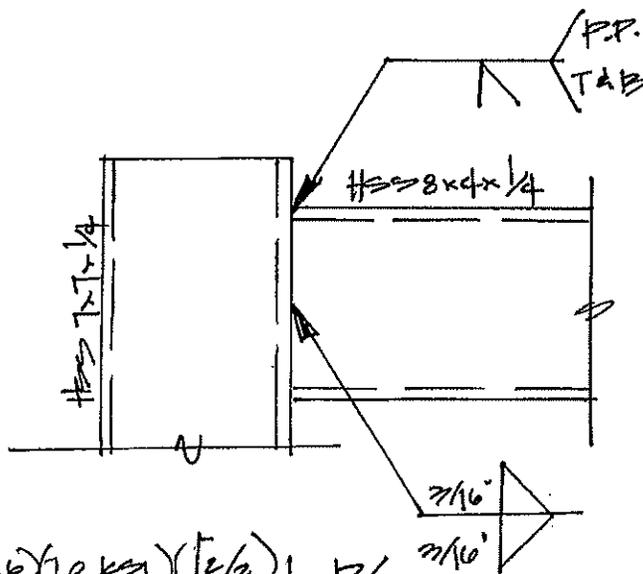
$$\phi R_n = 0.75(0.6)(70 \text{ ksi})(\sqrt{2}/2) L_w D / 14$$

$$\phi R_n = 1.392 L_w D.$$

PER DETAIL, $D = 3''$ ∴

$$L_{req} = \frac{0.47 \text{ k}}{1.392 \times 3} = 0.11''$$

Use 8" LONG 3/16" FILLET WELD ON BOTH SIDES OF BEAM



NISKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919

3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO. 40540

SHEET NO. _____ OF _____

CALCULATED BY _____ DATE 04.06.18

CHECKED BY _____ DATE _____

SCALE _____

CCD 018 CALCULATIONS

BEAM DESIGN

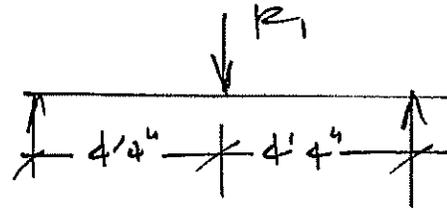
P_1 = RAIL GUIDE FORCE PER APPROVED
DATA STOP DNGS

$P_1 = 2.25k$

PER CBC: $\Delta_{MAX} = \frac{1}{8}'' = \frac{PL^3}{48EI}$

$I_{PER} = \frac{8PL}{48E} = \frac{8(2.25k)(8.67' \times 12'/12)^3}{48(29,000ksi)}$

$I_{PER} = 21.03 \text{ IN}^4$



USE HSS 8x4x1/2
 $I_{TY} = 22.6 \text{ IN}^4$

Steel Beam

File = V:\40340 - Oxnard USD - Marshall ESI\Const Admin\Calculations\40340 - Oxnard - CCD Calculations.ec6
 ENERCALC, INC. 1983-2017, Build:10.17.9.30, Ver:10.17.9.30

Lic. #: KW-06009120

Licensee: NISHKIAN CHAMBERLAIN

Description: Beam Design

CODE REFERENCES

Calculations per AISC 360-10, IBC 2015, ASCE 7-10

Load Combination Set: IBC 2015

Material Properties

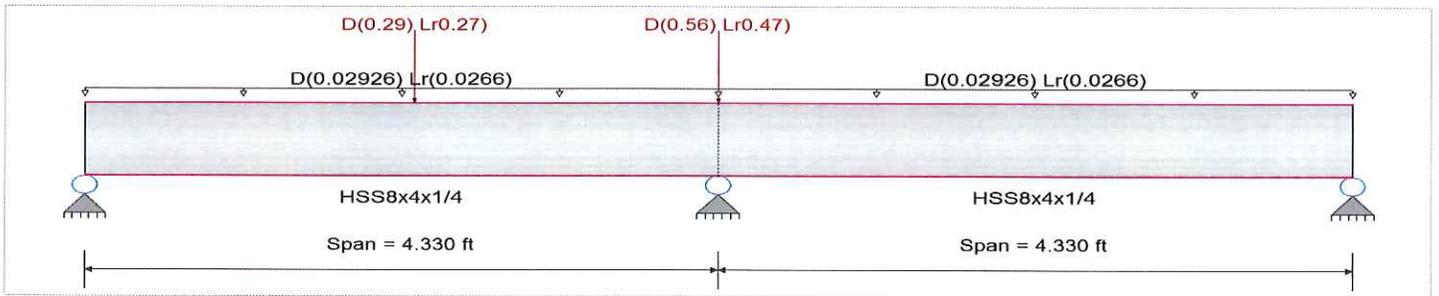
Analysis Method: Allowable Strength Design

Fy: Steel Yield: 46.0 ksi

Beam Bracing: Beam is Fully Braced against lateral-torsional buckling

E: Modulus: 29,000.0 ksi

Bending Axis: Major Axis Bending



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight calculated and added to loading

Load for Span Number 1

Uniform Load: D = 0.0220, Lr = 0.020 ksf, Tributary Width = 1.330 ft

Point Load: D = 0.290, Lr = 0.270 k @ 2.252 ft

Point Load: D = 0.560, Lr = 0.470 k @ 4.330 ft

Load for Span Number 2

Uniform Load: D = 0.0220, Lr = 0.020 ksf, Tributary Width = 1.330 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio =	0.019 : 1	Maximum Shear Stress Ratio =	0.010 : 1
Section used for this span	HSS8x4x1/4	Section used for this span	HSS8x4x1/4
Ma : Applied	0.569 k-ft	Va : Applied	0.5467 k
Mn / Omega : Allowable	30.529 k-ft	Vn/Omega : Allowable	56.229 k
Load Combination	+D+Lr+H	Load Combination	+D+Lr+H
Location of maximum on span	2.252ft	Location of maximum on span	4.330 ft
Span # where maximum occurs	Span # 1	Span # where maximum occurs	Span # 1
Maximum Deflection			
Max Downward Transient Deflection	0.000 in	Ratio =	0 < 360
Max Upward Transient Deflection	0.000 in	Ratio =	0 < 360
Max Downward Total Deflection	0.001 in	Ratio =	45151 >= 240
Max Upward Total Deflection	-0.000 in	Ratio =	209817 >= 240

Maximum Forces & Stresses for Load Combinations

Load Combination	Segment Length	Span #	Max Stress Ratios		Summary of Moment Values						Summary of Shear Values			
			M	V	Mmax +	Mmax -	Ma Max	Mnx	Mnx/Omega	Cb	Rm	Va Max	Vnx	Vnx/Omega
+D+H														
Dsgn. L = 4.33 ft		1	0.010	0.005	0.31	-0.23	0.31	50.98	30.53	1.00	1.00	0.31	93.90	56.23
Dsgn. L = 4.33 ft		2	0.008	0.003	0.03	-0.23	0.23	50.98	30.53	1.00	1.00	0.16	93.90	56.23
+D+L+H														
Dsgn. L = 4.33 ft		1	0.010	0.005	0.31	-0.23	0.31	50.98	30.53	1.00	1.00	0.31	93.90	56.23
Dsgn. L = 4.33 ft		2	0.008	0.003	0.03	-0.23	0.23	50.98	30.53	1.00	1.00	0.16	93.90	56.23
+D+Lr+H														
Dsgn. L = 4.33 ft		1	0.019	0.010	0.57	-0.41	0.57	50.98	30.53	1.00	1.00	0.55	93.90	56.23
Dsgn. L = 4.33 ft		2	0.013	0.005	0.03	-0.41	0.41	50.98	30.53	1.00	1.00	0.26	93.90	56.23
+D+S+H														
Dsgn. L = 4.33 ft		1	0.010	0.005	0.31	-0.23	0.31	50.98	30.53	1.00	1.00	0.31	93.90	56.23
Dsgn. L = 4.33 ft		2	0.008	0.003	0.03	-0.23	0.23	50.98	30.53	1.00	1.00	0.16	93.90	56.23
+D+0.750Lr+0.750L+H														

Steel Beam

File = V:\40340 - Oxnard USD - Marshall ES\Const Admin\Calculations\40340 - Oxnard - CCD Calculations.ec6
 ENERCALC, INC. 1983-2017, Build:10.17.9.30, Ver:10.17.9.30

Lic. #: KW-06009120

Licensee: NISHKIAN CHAMBERLAIN

Description: Beam Design

Load Combination	Segment Length	Span #	Max Stress Ratios		Summary of Moment Values						Summary of Shear Values			
			M	V	Mmax +	Mmax -	Ma Max	Mnx	Mnx/Omega	Cb	Rm	Va Max	Vnx	Vnx/Omega
Dsgn. L = 4.33 ft		1	0.016	0.009	0.50	-0.36	0.50	50.98	30.53	1.00	1.00	0.49	93.90	56.23
Dsgn. L = 4.33 ft		2	0.012	0.004	0.03	-0.36	0.36	50.98	30.53	1.00	1.00	0.23	93.90	56.23
+D+0.750L+0.750S+H														
Dsgn. L = 4.33 ft		1	0.010	0.005	0.31	-0.23	0.31	50.98	30.53	1.00	1.00	0.31	93.90	56.23
Dsgn. L = 4.33 ft		2	0.008	0.003	0.03	-0.23	0.23	50.98	30.53	1.00	1.00	0.16	93.90	56.23
+D+0.60W+H														
Dsgn. L = 4.33 ft		1	0.010	0.005	0.31	-0.23	0.31	50.98	30.53	1.00	1.00	0.31	93.90	56.23
Dsgn. L = 4.33 ft		2	0.008	0.003	0.03	-0.23	0.23	50.98	30.53	1.00	1.00	0.16	93.90	56.23
+D+0.70E+H														
Dsgn. L = 4.33 ft		1	0.010	0.005	0.31	-0.23	0.31	50.98	30.53	1.00	1.00	0.31	93.90	56.23
Dsgn. L = 4.33 ft		2	0.008	0.003	0.03	-0.23	0.23	50.98	30.53	1.00	1.00	0.16	93.90	56.23
+D+0.750Lr+0.750L+0.450W+H														
Dsgn. L = 4.33 ft		1	0.016	0.009	0.50	-0.36	0.50	50.98	30.53	1.00	1.00	0.49	93.90	56.23
Dsgn. L = 4.33 ft		2	0.012	0.004	0.03	-0.36	0.36	50.98	30.53	1.00	1.00	0.23	93.90	56.23
+D+0.750L+0.750S+0.450W+H														
Dsgn. L = 4.33 ft		1	0.010	0.005	0.31	-0.23	0.31	50.98	30.53	1.00	1.00	0.31	93.90	56.23
Dsgn. L = 4.33 ft		2	0.008	0.003	0.03	-0.23	0.23	50.98	30.53	1.00	1.00	0.16	93.90	56.23
+D+0.750L+0.750S+0.5250E+H														
Dsgn. L = 4.33 ft		1	0.010	0.005	0.31	-0.23	0.31	50.98	30.53	1.00	1.00	0.31	93.90	56.23
Dsgn. L = 4.33 ft		2	0.008	0.003	0.03	-0.23	0.23	50.98	30.53	1.00	1.00	0.16	93.90	56.23
+0.60D+0.60W+0.60H														
Dsgn. L = 4.33 ft		1	0.006	0.003	0.18	-0.14	0.18	50.98	30.53	1.00	1.00	0.19	93.90	56.23
Dsgn. L = 4.33 ft		2	0.005	0.002	0.02	-0.14	0.14	50.98	30.53	1.00	1.00	0.09	93.90	56.23
+0.60D+0.70E+0.60H														
Dsgn. L = 4.33 ft		1	0.006	0.003	0.18	-0.14	0.18	50.98	30.53	1.00	1.00	0.19	93.90	56.23
Dsgn. L = 4.33 ft		2	0.005	0.002	0.02	-0.14	0.14	50.98	30.53	1.00	1.00	0.09	93.90	56.23

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+Lr+H	1	0.0012	2.061		0.0000	0.000
	2	0.0000	2.061	+D+Lr+H	-0.0002	1.264

Vertical Reactions

Support notation : Far left is #1

Values in KIPS

Load Combination	Support 1	Support 2	Support 3
Overall MAXimum	0.337	1.832	0.068
Overall MINimum	0.114	0.616	0.018
+D+H	0.190	1.027	0.051
+D+L+H	0.190	1.027	0.051
+D+Lr+H	0.337	1.832	0.068
+D+S+H	0.190	1.027	0.051
+D+0.750Lr+0.750L+H	0.301	1.631	0.064
+D+0.750L+0.750S+H	0.190	1.027	0.051
+D+0.60W+H	0.190	1.027	0.051
+D+0.70E+H	0.190	1.027	0.051
+D+0.750Lr+0.750L+0.450W+H	0.301	1.631	0.064
+D+0.750L+0.750S+0.450W+H	0.190	1.027	0.051
+D+0.750L+0.750S+0.5250E+H	0.190	1.027	0.051
+0.60D+0.60W+0.60H	0.114	0.616	0.031
+0.60D+0.70E+0.60H	0.114	0.616	0.031
D Only	0.190	1.027	0.051
Lr Only	0.147	0.805	0.018
L Only			
S Only			
W Only			
E Only			
H Only			

**CALCULATION PAGE
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)**

**DSA A# 03-116806
CCD#018
PAGE 02 OF 02**

Steel Beam

File = V:\40340 - Oxnard USD - Marshall ESI\Const Admin\Calculations\40340 - Oxnard - CCD Calculations.ec6

ENERCALC, INC. 1983-2018, Build:10.18.1.31, Ver:10.18.1.31

Lic. #: KW-06009120

Licensee: NISHKIAN CHAMBERLAIN

Description: Beam Design (ORIGINAL)

Load Combination	Segment Length	Span #	Max Stress Ratios		Summary of Moment Values						Summary of Shear Values			
			M	V	Mmax +	Mmax -	Ma Max	Mnx	Mnx/Omega	Cb	Rm	Va Max	Vnx	Vnx/Omega
Dsgn. L = 4.33 ft		1	0.012	0.009	0.51	-0.38	0.51	73.70	44.13	1.00	1.00	0.51	93.90	56.23
Dsgn. L = 4.33 ft		2	0.009	0.004	0.04	-0.38	0.38	73.70	44.13	1.00	1.00	0.25	93.90	56.23
+D+0.750L+0.750S+H														
Dsgn. L = 4.33 ft		1	0.007	0.006	0.31	-0.25	0.31	73.70	44.13	1.00	1.00	0.33	93.90	56.23
Dsgn. L = 4.33 ft		2	0.006	0.003	0.03	-0.25	0.25	73.70	44.13	1.00	1.00	0.18	93.90	56.23
+D+0.60W+H														
Dsgn. L = 4.33 ft		1	0.007	0.006	0.31	-0.25	0.31	73.70	44.13	1.00	1.00	0.33	93.90	56.23
Dsgn. L = 4.33 ft		2	0.006	0.003	0.03	-0.25	0.25	73.70	44.13	1.00	1.00	0.18	93.90	56.23
+D+0.70E+H														
Dsgn. L = 4.33 ft		1	0.007	0.006	0.31	-0.25	0.31	73.70	44.13	1.00	1.00	0.33	93.90	56.23
Dsgn. L = 4.33 ft		2	0.006	0.003	0.03	-0.25	0.25	73.70	44.13	1.00	1.00	0.18	93.90	56.23
+D+0.750Lr+0.750L+0.450W+H														
Dsgn. L = 4.33 ft		1	0.012	0.009	0.51	-0.38	0.51	73.70	44.13	1.00	1.00	0.51	93.90	56.23
Dsgn. L = 4.33 ft		2	0.009	0.004	0.04	-0.38	0.38	73.70	44.13	1.00	1.00	0.25	93.90	56.23
+D+0.750L+0.750S+0.450W+H														
Dsgn. L = 4.33 ft		1	0.007	0.006	0.31	-0.25	0.31	73.70	44.13	1.00	1.00	0.33	93.90	56.23
Dsgn. L = 4.33 ft		2	0.006	0.003	0.03	-0.25	0.25	73.70	44.13	1.00	1.00	0.18	93.90	56.23
+D+0.750L+0.750S+0.5250E+H														
Dsgn. L = 4.33 ft		1	0.007	0.006	0.31	-0.25	0.31	73.70	44.13	1.00	1.00	0.33	93.90	56.23
Dsgn. L = 4.33 ft		2	0.006	0.003	0.03	-0.25	0.25	73.70	44.13	1.00	1.00	0.18	93.90	56.23
+0.60D+0.60W+0.60H														
Dsgn. L = 4.33 ft		1	0.004	0.003	0.19	-0.15	0.19	73.70	44.13	1.00	1.00	0.20	93.90	56.23
Dsgn. L = 4.33 ft		2	0.003	0.002	0.02	-0.15	0.15	73.70	44.13	1.00	1.00	0.11	93.90	56.23
+0.60D+0.70E+0.60H														
Dsgn. L = 4.33 ft		1	0.004	0.003	0.19	-0.15	0.19	73.70	44.13	1.00	1.00	0.20	93.90	56.23
Dsgn. L = 4.33 ft		2	0.003	0.002	0.02	-0.15	0.15	73.70	44.13	1.00	1.00	0.11	93.90	56.23

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+Lr+H	1	0.0007	2.061		0.0000	1.212
	2	0.0000	2.061	+D+Lr+H	-0.0001	1.212

Vertical Reactions

Support notation : Far left is #1

Values in KIPS

Load Combination	Support 1	Support 2	Support 3
Overall MAXimum	0.349	1.869	0.080
Overall MINimum	0.121	0.638	0.018
+D+H	0.201	1.064	0.062
+D+L+H	0.201	1.064	0.062
+D+Lr+H	0.349	1.869	0.080
+D+S+H	0.201	1.064	0.062
+D+0.750Lr+0.750L+H	0.312	1.668	0.075
+D+0.750L+0.750S+H	0.201	1.064	0.062
+D+0.60W+H	0.201	1.064	0.062
+D+0.70E+H	0.201	1.064	0.062
+D+0.750Lr+0.750L+0.450W+H	0.312	1.668	0.075
+D+0.750L+0.750S+0.450W+H	0.201	1.064	0.062
+D+0.750L+0.750S+0.5250E+H	0.201	1.064	0.062
+0.60D+0.60W+0.60H	0.121	0.638	0.037
+0.60D+0.70E+0.60H	0.121	0.638	0.037
D Only	0.201	1.064	0.062
Lr Only	0.147	0.805	0.018
L Only			
S Only			
W Only			
E Only			
H Only			



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 211

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 05-23-18
Discipline: Structural

Subject: Additional Welded Strap on Elevator columns

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Are additional welded straps for framing connections required on elevator columns? If so, please provide locations and details.

ANSWER

NC Response:

Per conversation with IOR and Superintendent on site and with direction from DSA field engineer regarding

CCD018, please provide additional straps for columns on gridlines 8/J, 9/J at both canopy and second floor levels. Please conform to detail 20/S-600E for strapping requirements.

Note: some drag beams shown as 4x may be required to switch to 6x drag members.

By: DY/NC 05/23/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Republic Elevator Co	Glenn Gammons	
C. A. Buchen Corp	John Oster	
Republic Elevator Co	Michael Shaw	

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: William Van Zee - Bernards

Submitted By: William Van Zee - Bernards



REQUEST FOR INFORMATION

RFI No.: 211

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.
Subject: Additional Welded strap on Elevator columns

Date: 05-23-18
Discipline: Structural

Response Requested By: 05-30-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Are additional welded straps for framing connections required on elevator columns? If so, please provide locations and details.

ANSWER

NC Response:

Per conversation with IOR and Superintendent on site and with direction from DSA field engineer regarding CCD018, please provide additional straps for columns on gridlines 8/J, 9/J at both canopy and second floor levels. Please conform to detail 20/S-600E for strapping requirements.

Note: some drag beams shown as 4x may be required to switch to 6x drag members.

By: DY/NC 05/23/18

Response Provided By: _____
Name Company Date

Question Initiated By: William Van Zee - Bernards

Submitted By: William Van Zee - Bernards

#17-117

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 24th day of August 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 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 Marshall Elementary School, located at 2900 Thurgood Marshall Drive, Oxnard, California 93036 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

#17-117

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and

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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. **Not Used for this Agreement**
- 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.

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- 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 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 **Eight Million Nine Hundred Ninety-Four Thousand Two Hundred Thirty-Six and No/Hundredths Dollars (\$8,994,236.00)**. The GMP consists of (1) no Preconstruction Fee, a Sublease Tenant Improvement Payment in the amount of **Eight Million One Hundred Ninety-Eight Thousand Five Hundred Ninety-Two Dollars and No Cents (\$8,198,592.00)** and, (2) a Contractor Contingency in the amount of **Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$345,932.00)**, and, (3) Sublease Payments in the amount of **\$74,952.00** per month for **6** months, for a total lease value of **Four Hundred Forty-Nine Thousand Seven Hundred Twelve Dollars and No Cents (\$449,712.00)** pursuant to terms and payment schedule as 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 a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with subcontractor bidding to establish the final GMP for Board acceptance.

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 **Exhibits A and B** attached hereto. Prior to DSA approval Contractor did not perform Preconstruction Services to assist in designing the project. Upon DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were 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

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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

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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.

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- 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

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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 **Carl Magness** as Project Manager/Superintendent for the Project. So long as **Carl Magness** 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,

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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

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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.

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SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters 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
By: Rick Fochtman

By: Rick Falt
Title: Executive Vice President
Date: 8/29/2017

THE DISTRICT

Oxnard School District,
a California school district
By: Lisa A. Franz, Director, Purchasing

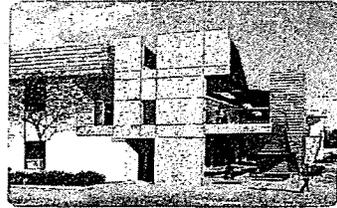
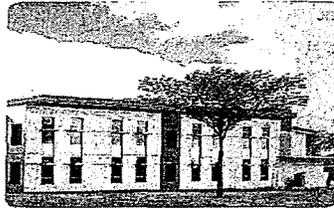
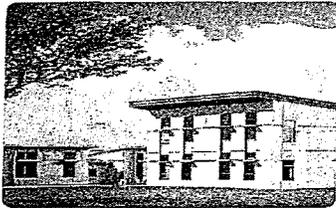
By: Lisa A. Franz
Title: Director, Purchasing
Date: 9-7-17

#17-117

EXHIBIT A

Scope of Work (Plans & Specifications)

Marshall New Classroom Building



100% Construction Documents Package

Oxnard School District

October 4, 2016

FEB. 17 2017
DCA A# 03 - 114806

BINDER A



Oxnard School District
Marshall New Classroom Building
2900 Thurgood Marshall Dr. Oxnard, CA 93036

CSDA | DESIGN
GROUP

#17-117

EXHIBIT A, continued

BIDDING DOCUMENTS TABLE OF CONTENTS

VOLUME 1 of 2 (Not submitted to DSA)

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 2150	List of Subcontractors
00 2400	Statement of Bidder's Qualifications
00 2600	Bid Bond
00 4000	Labor and Material Payment Bond
00 4100	Performance Bond
00 4150	Certificate of Worker's Compensation Insurance
00 5100	Background Check and Fingerprinting Procedures for Contractors
00 5300	Guarantee and Standard Forms
00 7000	General Conditions

DIVISION 1 -- 2 (Not Used)

Volume 2 of 2

DIVISION 03 - CONCRETE

03 1000	Concrete Forming Accessories
03 2000	Concrete Reinforcing
03 3000	Cast-In-Place Concrete

DIVISION 04 - MASONRY

04 2200	Concrete Unit Masonry
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DIVISION 05 - METALS

05 1200	Structural Steel Framing
05 5000	Metal Fabrications

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 1000	Rough Carpentry
06 1733	Wood I-Joists
06 1813	Glued Laminated Beams
06 4000	Architectural Woodwork

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MARSHALL NEW CLASSROOM BUILDING

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

#17-117

EXHIBIT A, continued

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 1326 Self Adhering Sheet Wang
07 2100 Thermal Insulation
074000 Metal Roof Panels
075416 Polyvinyl Chloride (PVC) Roofing
076000 Flashing Sheet Metal
078400 Fire Stop and Smoke Seals
079200 Joint Sealants

DIVISION 08 - OPENINGS

08 1113 Hollow Metal Doors and Frames
08 1416 Flush Wood Doors
08 3116 Access Panels and Frames
08 3613 Sectional Doors
08 5113 Aluminum Windows
08 7100 Door Hardware
08 8000 Glazing

DIVISION 09 - FINISHES

09 2200 Cement Plastering
09 2900 Gypsum Board
09 3013 Ceramic Tiling
09 5123 Acoustical Tile Ceilings
09 6513 Rubber Base
09 6519 Resilient Tile Flooring
09 9000 Paints and Coatings

DIVISION 10 - SPECIALTIES

101400 Signage
102113.17 Phenolic-Core Shower and Dressing Compartments
102800 Toilet Accessories
105200 Fire Extinguishers

DIVISION 11 - EQUIPMENT

116800 Playfield Equipment and Structures

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MARSHALL NEW CLASSROOM BUILDING

- 21 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

EXHIBIT A, continued



DIVISION 12 - FURNISHINGS

- 12 2413 Roller Window Shades
- 12 3553 Manufactured Plastic-Laminate-Faced Casework

DIVISION 13 (Not Used)

DIVISION 14 - CONVEYING EQUIPMENT

- 14 2123 Machine-Room-Less Electric Traction Passenger Elevators

DIVISION 15 – 20 (Not Used)

DIVISION 21 - FIRE SUPPRESSION

- 21 1000 Fire Protection

DIVISION 22 – PLUMBING



- 22 0500 Basic Materials and Methods
- 22 0553 Identification
- 22 0700 Insulation
- 22 0800 Equipment and Systems Tests
- 22 1100 Domestic and Industrial Water Systems
- 22 1300 Drainage System
- 22 4000 Plumbing Fixtures

DIVISION 23 – HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

- 23 0000 General Provisions
- 23 0513 Electric Motors and Controllers
- 23 0548 Vibration Isolation and Seismic Restraints
- 23 2500 Water Treatment
- 23 3100 Air Transmission and Distribution System
- 23 8000 Air Conditioning and Air Handling Equipment
- 23 9000 Building Management System

DIVISION 24 – 25 (Not Used)



DIVISION 26 - ELECTRICAL

- 26 0126 Inspection Test and Acceptance

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MARSHALL NEW CLASSROOM BUILDING

EXHIBIT A, continued

26 0500	Common Work Results for Electrical
26 0513	Basic Electrical Materials and Methods
26 0519	Low-Voltage Wires (600 Volt AC)
26 0526	Grounding and Bonding
26 0533	Raceways and Boxes Fitting and Supports
26 0586	Motors and Drives
26 0800	Electrical Systems Commissioning
26 0923	Lighting Control Systems
26 1000	Service Entrance
26 2200	Low-Voltage Transformers
26 2413	Switchboards1000
26 2416	Panelboards and Signal Terminal Cabinets
26 2419	Motor Control Devices
26 5000	Lighting
26 5200	Emergency Power Systems

DIVISION 27 - COMMUNICATIONS

27 0126	Test and Acceptance Requirements for Structured Cabling
27 1013	Structured Cabling
27 4113	Classroom Sound Enhancement System
27 5116	Public Address and Intercommunication Systems
27 5313	Clock and Program Systems

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 1600	Intrusion Detection System
28 3100	Fire Detection and Alarm System

DIVISION 29 – 30 (Not Used)

DIVISION 31 – EARTHWORK

31 1000	Site Clearing
31 2200	Grading
31 2316	Excavation and Fill Paving
31 2319	Excavation and Fill Structures
31 2323	Excavation and Fill Utilities
31 2326	Base Course

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MARSHALL NEW CLASSROOM BUILDING

#17-117

EXHIBIT A, continued

DIVISION 32 – EXTERIOR IMPROVEMENTS

- 32 0117 Pavement Repair
- 32 1216 Asphalt Paving
- 32 1236 Seal for Bituminous Surfacing
- 32 1313 Site Concrete Work

DIVISION 33 – SITE IMPROVEMENTS

- 33 1100 Site Water Distribution Utilities
- 33 3000 Site Sanitary Sewer Utilities
- 33 4000 Storm Drainage Utilities

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MARSHALL NEW CLASSROOM BUILDING

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

EXHIBIT A, continued

<p>100% DISTRICT SUBMITTAL MARSHALL NEW CLASSROOM BUILDING <small>2950 THURGOOD MARSHALL DR. OXNARD, CA 93036</small> OXNARD SCHOOL DISTRICT</p>	<p>VOLUME I</p>
<p>DSA FILE NO. 56-22</p>	<p>DSA APPLICATION NO. 03-116806</p>
<p>PTN NO. 72538-91</p>	

DRAWING INDEX

VOLUME I	VOLUME II	
<p>01- GENERAL</p> <p>G-001 COVER SHEET, INDEX, SCOPE OF WORK, VICINITY MAP</p> <p>G-002 GENERAL NOTES, ABBREVIATIONS, SYMBOL LEGEND</p> <p>G-003 FIRE LIFE SAFETY SITE PLAN</p> <p>G-004 ACCESSIBILITY SITE PLAN</p> <p>G-005 BUILDING CODE ANALYSIS</p> <p>G-006 SIGNAGE & FIRE EXTINGUISHER PLANS</p> <p>6</p> <p>03-CIVIL</p> <p>C-001 GENERAL NOTES</p> <p>C-002 LEGEND AND ABBREVIATIONS</p> <p>C-101 DEMOLITION PLAN</p> <p>C-102 DEMOLITION PLAN</p> <p>C-103 DEMOLITION PLAN</p> <p>C-201 SITE CONTROL PLAN</p> <p>C-202 SITE CONTROL PLAN</p> <p>C-203 SITE CONTROL PLAN</p> <p>C-204 STRIPING PLAN</p> <p>C-300 COMPOSITE GRADING PLAN</p> <p>C-301 ENLARGED GRADING PLAN</p> <p>C-302 ENLARGED GRADING PLAN</p> <p>C-303 GRADING SECTIONS</p> <p>C-304 GRADING SECTIONS</p> <p>C-401 SITE UTILITY PLAN</p> <p>C-402 SITE UTILITY PLAN</p> <p>C-403 SITE UTILITY PROFILE</p> <p>C-404 SITE UTILITY PROFILE</p> <p>C-701 MISCELLANEOUS DETAILS</p> <p>C-702 MISCELLANEOUS DETAILS</p> <p>C-703 MISCELLANEOUS DETAILS</p> <p>C-704 MISCELLANEOUS DETAILS</p> <p>22</p> <p>04- LANDSCAPE</p> <p>L-1 IRRIGATION PLAN</p> <p>L-2 PLANTING PLAN</p> <p>L-3 IRRIGATION & PLANTING DETAILS</p> <p>L-4 IRRIGATION & PLANTING SPECIFICATIONS</p> <p>4</p> <p>05- STRUCTURAL</p> <p>S-101 GENERAL NOTES</p> <p>S-101A GENERAL NOTES & ABBREVIATIONS</p> <p>S-211 FOUNDATION PLAN</p> <p>S-212 2ND FLOOR FRAMING PLAN</p> <p>S-213 ROOF FRAMING PLAN</p> <p>S-214 CANOPY ROOF FRAMING PLAN</p> <p>S-400 TYPICAL CONCRETE DETAILS</p> <p>S-400A TYPICAL CONCRETE DETAILS</p> <p>S-401 FOUNDATION DETAILS</p> <p>S-600 TYPICAL WOOD DETAILS</p> <p>S-600A TYPICAL WOOD DETAILS</p> <p>S-600B TYPICAL WOOD DETAILS</p> <p>S-600C TYPICAL WOOD DETAILS</p> <p>S-600D TYPICAL WOOD DETAILS</p> <p>S-800E WALL ELEVATION AND DETAILS</p> <p>S-800F WALL ELEVATION AND DETAILS</p> <p>S-700 FRAMING DETAILS</p> <p>S-700A ELEVATOR DETAILS</p> <p>S-700B STAIR PLANS & DETAILS</p> <p>19</p>	<p>06- ARCHITECTURAL</p> <p>A-101 SITE PLAN</p> <p>A-102 ENLARGED SITE PLAN</p> <p>A-103 ENLARGED SITE PLAN</p> <p>A-104 SITE DETAILS</p> <p>A-105 SITE DETAILS</p> <p>A-111 FIRST FLOOR PLAN</p> <p>A-112 SECOND FLOOR PLAN</p> <p>A-121 FIRST FLOOR REFLECTED CEILING PLAN</p> <p>A-122 SECOND FLOOR REFLECTED CEILING PLAN</p> <p>A-131 ROOF PLAN</p> <p>A-210 EXTERIOR ELEVATIONS</p> <p>A-211 EXTERIOR ELEVATIONS</p> <p>A-220 INTERIOR ELEVATIONS</p> <p>A-221 INTERIOR ELEVATIONS</p> <p>A-222 INTERIOR ELEVATIONS</p> <p>A-223 INTERIOR ELEVATIONS</p> <p>A-224 TOILET INTERIOR ELEVATIONS</p> <p>A-310 BUILDING SECTIONS</p> <p>A-311 BUILDING SECTIONS</p> <p>A-320 WALL SECTIONS</p> <p>A-321 WALL SECTIONS</p> <p>A-322 WALL SECTIONS</p> <p>A-410 ENLARGED FLOOR PLANS</p> <p>A-411 ENLARGED FLOOR PLANS</p> <p>A-420 VERTICAL CIRCULATION PLANS & SECTIONS</p> <p>A-421 VERTICAL CIRCULATION PLANS & SECTIONS</p> <p>A-500 ROOF DETAILS</p> <p>A-501 ROOF DETAILS</p> <p>A-510 EXTERIOR ENVELOPE DETAILS</p> <p>A-520 WINDOW/DOOR DETAILS</p> <p>A-521 DOOR DETAILS</p> <p>A-530 INTERIOR DETAILS</p> <p>A-531 INTERIOR DETAILS</p> <p>A-535 TOILET DETAILS</p> <p>A-540 CEILING DETAILS</p> <p>A-550 SIGNAGE DETAILS</p> <p>A-560 STAIR DETAILS</p> <p>A-561 ELEVATOR DETAILS</p> <p>A-570 CASEWORK DETAILS</p> <p>A-610 DOOR SCHEDULE</p> <p>A-612 FINISH SCHEDULE</p> <p>A-620 WALL TYPES</p> <p>27</p>	<p>E-041 PANEL SCHEDULES</p> <p>E-050 ELECTRICAL DETAILS</p> <p>E-090 SIGNAL SYSTEM RISER DIAGRAMS</p> <p>E-101 SITE PLAN - ELECTRICAL</p> <p>E-102 ENLARGED SITE PLAN - ELECTRICAL</p> <p>E-201 FIRST FLOOR PLAN - LIGHTING</p> <p>E-202 FIRST FLOOR PLAN - POWER</p> <p>E-203 FIRST FLOOR PLAN - SIGNAL</p> <p>E-204 FIRST FLOOR PLAN - FIRE ALARM</p> <p>E-301 SECOND FLOOR PLAN - LIGHTING</p> <p>E-302 SECOND FLOOR PLAN - POWER</p> <p>E-303 SECOND FLOOR PLAN - SIGNAL</p> <p>E-304 SECOND FLOOR PLAN - FIRE ALARM</p> <p>E-401 ROOF PLAN - ELECTRICAL</p> <p>29</p> <p>10- PLUMBING</p> <p>P-001 LEGENDS, NOTES, AND SCHEDULES</p> <p>P-101 PLUMBING SITE PLAN</p> <p>P-111 FIRST FLOOR PLAN</p> <p>P-112 SECOND FLOOR PLAN</p> <p>P-131 ROOF PLAN</p> <p>P-411 ENLARGED FLOOR PLAN</p> <p>P-511 PLUMBING DETAILS</p> <p>7</p> <p>11- FIRE PROTECTION</p> <p>FP-001 SITE PLAN & NOTES</p> <p>FP-002 FIRST FLOOR PLAN</p> <p>FP-003 SECOND FLOOR PLAN</p> <p>FP-004 BUILDING SECTIONS</p> <p>FP-005 MISCELLANEOUS DETAILS</p> <p>5</p> <p>Grand total: 140</p>

EXHIBIT A, continued

19
Volume I total: 51

A - 001 WALL TYPES	
42	
08-MECHANICAL	
M-001	LEGENDS, NOTES, AND SCHEDULES
M-111	FIRST FLOOR PLAN
M-112	SECOND FLOOR PLAN
M-131	ROOF PLAN
M-510	MECHANICAL DETAILS
M-521	VIBRATION ISOLATOR DETAILS
M-601	ENERGY COMPLIANCE FORMS
M-602	ENERGY COMPLIANCE FORMS
M-603	ENERGY COMPLIANCE FORMS
9	
09-ELECTRICAL	
E-001	SYMBOL LIST, ABBREVIATIONS & NOTES
E-002	GENERAL ELECTRICAL NOTES
E-010	FIXTURE LIST & TITLE 24 CALCULATIONS
E-011	TITLE 24 CALCULATIONS - INDOOR LIGHTING
E-012	TITLE 24 CALCULATIONS - OUTDOOR LIGHTING
E-013	TITLE 24 CALCULATIONS - INDOOR LIGHTING
E-014	TITLE 24 CALCULATIONS - OUTDOOR LIGHTING
E-015	LIGHTING CONTROL INFORMATION
E-016	LIGHTING CONTROL INFORMATION
E-020	FIRE ALARM INFORMATION
E-021	FIRE ALARM CALCULATIONS
E-022	FIRE ALARM RISER DIAGRAM
E-030	SINGLE LINE DIAGRAM
E-031	SWITCHBOARD ELEVATIONS
E-040	PANEL SCHEDULES

Exhibit B

Guaranteed Maximum Price (GMP)



SCHEDULE OF VALUES

Marshall Classroom Building
 Oxnard School District
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP
 July 20, 2017

	Description	Recommended Subcontractor	Amount
01570	Erosion Control	Socal Stormwater Runoff Solution	78,677
01730	Surveying	Michael Baker International	20,900
03200	Reinforcing Steel	Vista Steel	96,970
03300	Cast In Place Concrete	Santa Clarita Concrete	413,131
05120	Structural Steel & Misc. Metals	C.A. Buchen	294,133
05700	Ornamental Metals		w/ Struct Steel
06100	Rough Carpentry	JF Construction	1,067,965
06200	Millwork / Cabinetry / Countertops	Dennis Reeves Inc.	34,161
07140	Waterproofing / Traffic Coating	Systems WP	63,636
07200	Insulation	Alcal	47,851
07540	Roofing	Best Contracting	118,535
07600	Sheet Metal / Metal Roofing	Merit Metal Products	160,900
08100	Doors / Frames / Hardware	Construction Hardware	110,110
08800	Glass and Glazing	Santa Barbara Glass	114,087
09220	Plaster & Drywall	Church and Larsen	538,346
09300	Ceramic Tile	Silverado Tile	51,120
09510	Acoustical Ceilings & Wall Panels	Prime Acoustics	48,320
09650	Resilient Flooring and Carpet	Reliable Flooring	69,611
09900	Painting	Vanguard	102,192
10000	Building Specialties	Various	55,645
10110	Visual Display Boards	Nelson Adams Naco Inc.	148,359
10140	Signage	AGS	12,625
10280	Toilet Partitions / Bathroom Accessories	YTI Enterprises	29,000
12240	Window Shades	A1 Quality Blinds	10,000
	Final Cleaning	Commercial Const Cleaning	26,050
14200	Elevators	Republic Elevator	90,220
21000	Fire Sprinkler	J.G. Tate Fire Protection	143,456
22000	Plumbing	City Commerical	355,312
23000	HVAC	Sheldon Mechanical	366,968
26000	Electrical / Low Voltage	Taft Electric	1,177,480
31220	Demo, Earthwork and Site Clearing	Damar Const.	176,464
32122	Asphalt Paving	Onyx Paving	48,580
32131	Site Concrete	B&M Contractors	147,475
32800	Playground Surfaces & Equipment	SpectraTurf / Miracle Playground	100,262
32900	Landscape and Irrigation	Dufau Landscape	81,345



SCHEDULE OF VALUES

Marshall Classroom Building
 Oxnard School District
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP
 July 20, 2017

Description		Recommended Subcontractor	Amount
33000	Site Utilities	Sam Hill & Sons	210,055
01000	Allowances		85,000
	Subguard	1.20%	80,339

Subcontracted Direct Costs			\$ 6,775,280
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	General Conditions		1,287,702
	General Requirements		3,250
	Subtotal		8,066,232

	Contractor Controlled Insurance Program	1.25%	100,828
	Builders Risk Insurance		By Owner
	General Contractor Bond	0.85%	69,420
	Subtotal		8,236,479

	Contractor Fee	5.00%	411,824
	Subtotal		8,648,303

	Contractor Contingency	4.00%	345,932
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Total Contract Amount			\$ 8,994,236
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ALLOWANCES

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP

July 20, 2017

Allowances Included in Proposal		
1	Natural gas service line.	\$ 50,000
2	Furnish and install new Gate G assembly including hardware	\$ 10,000
3	Temporary power during SCE electrical service switch-over in Summer of 2018.	\$ 25,000
TOTAL ALLOWANCES		\$ 85,000



QUALIFICATIONS & ASSUMPTIONS

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP

July 20, 2017

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 are excluded.
4	Owner's FFE items - GMP does not include furnishing, installation, unloading / hoisting or storage of Owner's FF&E.
5	Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see detail 4/A-541 (no sheet A-541 provided) at Elevators, is excluded.
6	Does not include Owner's mobile shelf units, rolling desks, or similar non-fixed furniture.
7	Natural gas service line to new building not shown on Site Utility Plan C-401,402,403,404 or P-sheets is not included, but is addressed by allowance.
8	Using Metal Sales Standing Seam roof in lieu of AEP Span Span-Lock per specifications.
9	Window blinds are not included at the sectional doors, only at the classroom windows even though they are not shown.
10	Epoxy grout is not included at ceramic tile.
11	Vapor emission treatment at concrete floors is not included.
12	TV brackets are OFCI. Televisions or monitors are not included.
13	Specification Section 23 25 00 - Water Treatment is excluded.
14	Hazardous or contaminated soils handling or removal, or removal of any existing underground tanks or appurtenances, is excluded.
15	No standing guard service is included for school site during the Edison rework of the main power. District to provide guard service.
16	Existing handball walls will be demolished (total of 5). GMP does not include any replacement of these ball walls.
17	GMP does not include any seal and re-stripe of existing asphalt play courts - not shown on plans.

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
		Building	
CCD	ARC.1	Replace 8'6"x13' sectional roll up doors with smaller sized aluminum glazed window frames and plaster walls	JA to prepare elevation replace (10) sectional OH doors with windows in punched openings of a plaster wall and drywall wall Update 06/23/17: Sketched due 06/30/17 Update 7/6/17: Sketches received from CSDA and circulated to subs for pricing. Requested responses by no later than 7/10/17. Update 7/18/17: Clarification to aluminum window type and glass type received from CSDA and subs have provided their proposals.
CCD	ARC.2	Eliminate Smoke Containment doors at elevators, possibly not required	JA to call FLS plan checker to determine if these can be eliminated. Update 06/23/17: CCD-A to delete smoke doors shall be prepared by 06/30/17 and submitted when DSA Box is set up.
	ARC.3	Eliminate sliding markerboards, keep recessed wall space for mobile shelf units.	After discussion with the team this part of the programmatic design which cannot be eliminated. TM to work with bidders on how to reduce the cost of the current design Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacting this programmatic element Update 7/6/17: Revised pricing received from Nelson Adams for sliding markerboards @ 6' in height, same widths as shown on interior elevations. VE credit combined with ARC.4 Additional cost for painting exposed wall surfaces are combined with ARC.3
	ARC.4	Decrease size of floor to ceiling markerboard and tackboard surfaces	JA to prepare revised elevation to reduce the height of the wall mounted markerboards and acoustical tackboard Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacted this programmatic element Update 7/6/17: Revised pricing received for wall markerboards @ 6' in height, same widths as shown on interior elevations. VE credit combined with ARC.3 Additional cost for painting exposed wall surfaces are combined with ARC.3. Update 7/7/17: Jeremy C. provided clarification that sliding markerboards will not change in size. Carl will follow up with Nelson Adams to revise their VE proposal based on this information. Update 7/18/17: Revised pricing received from Nelson Adams. All sliding markerboards remain full height as shown on the drawings, wall markerboards and tackboards will become 6' in height.
	ARC.5	Eliminate acoustical wall panels in upper clerestory areas	JA to revise RCP to delete acoustical wall panels in upper clerestory. JA to incorporate use of acoustical ceiling panels on vertical surfaces. Update 06/23/17: SB directed JA to delete acoustical wall panels in the clerestory walls. TM to confirm \$30K saving Update 7/6/17: Credit provided for deleting these panels in the clerestory wall areas. Additional cost for painting exposed wall surfaces are also provided.
	ARC.6	Eliminate wall tile behind lockers in Rooms 111 & 114.	After discussion with the team it was determined that all tile will be eliminated from the scope of work in the changing rooms. See ARC.18 below
	ARC.7	Lower height of wainscot tile in restrooms to 4' high	RS to provide pricing for proposed revision Update 06/23/17: Pricing for credit received from Silverado Tile.
	ARC.8	Eliminate floor tile in Toilet and changing rooms. Replace with a sealed concrete finish.	See ARC 18 below

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.9	Replace entire roof with hot mop- Roofing VE Items	RS to provide pricing for hot mop roof through out the project. Update 06/23/17: TM working with Best Interior to develop a value engineering package that retains the existing design. Update 7/6/17: CM has discussed potential VE items with Best, including use of a lighter gauge standing seam roofing material. Update 7/18/17: Use of a lighter gauge standing seam roofing material is not acceptable to CSDA. Best Contracting looked again at their number and submitted a credit amount.
CCD	ARC.10	Use standard Hydraulic elevators in lieu of MRL elevator	JA to provide revised design for using a jack less hydraulic elevator Update 06/23/17: SB directed team to pursue the hydraulic elevator. TM to forward shop drawing for hydraulic elevator to JA for coordination with designed structure for the shaft and equipment room Update 7/6/17: Republic Elevator has provided drawings for space requirements of the elevator shaft and machine room. CSDA has reviewed and indicates that required space requirements will work within current designed structure.
	ARC.11	Delete energy management system.	RS to obtain credit to delete EMS in it entirety Update 06/23/17: Sheldon provided credit.
	ARC.12	Delete fire department ladders	JA to call fire marshal to understand requirement of exterior fire ladders Update 06/23/17: JA and TM to visit fire department to delete exterior ladders for building and elevator tower Update 7/6/17: Per Jose/CSDA the exterior ladders as shown on G-003 will not be required based on discussion with the local fire department.
CCD	ARC.13	Delete framing at elevator opening smoke doors.	SB accepted deletion. Finalize credit to GMP.
CCD	ARC.14	Delete hand dryers	SB accepted deletion. Finalize credit to GMP JA to revise specifications to include paper towel dispensers Update 06/23/17: Paper towel dispensers shall OFCI.
CCD	ARC.15	Revise Guardrail Detail	JA to review design of handrail detail and revise to simplify and reduce cost. Also see ARC.19 below Update 06/23/17:CA Buchen provided revised design for guardrails which was accepted by SB and JA. Credit provided by CA Buchen.
	ARC.16	Use thinset in lieu of mortar set tile	After discussion with the team it was determined that the mortar bed would be deleted at 1st and 2nd floor restrooms and that the tile would be thinset. Need to add the sloping of floor to drains. RB to provide pricing Update 06/23/17: Credit provided by Silverado.
CCD	ARC.17	Remove 2nd floor canopy over walkways	JA to review the shading study and determine if a portion of the walkway cover can be reduced Update 06/23/17: Still pending structural engineer response. JA to follow on 06/26/17 Update 7/6/17: Jose/CSDA has been working with the structural engineer for drawings/details in order for Bernards to request subcontractor pricing. Update 7/18/17: The structural engineer provided drawings on 7/18/17 for subs to review and provide pricing.
	ARC.18	Delete all tile from change rooms and provide painted walls and resilient tile with rubber base	RS to provide pricing for proposed revisions. Update 06/23/17:Credit provided by Silverado.
	ARC.19	Delete galvanized finish for stairs, guardrails and handrails and provide zinc primer with paint finish	RS to provide pricing for proposed revisions. Update 06/23/17: Steel contractor stated the is no cost difference with zinc coating and galvanizing.

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.20	Delete requirement of waterproof wrap around building	JA to review specification to determine what is required and RS to reach out to plaster subcontractors to determine what is included Update 06/23/17: TM got price to wrap the first 5 feet of the building.
	ARC.21	Delete drywall soffit at high ceiling and provide T-Bar and acoustical tile.	JA to prepare sketch of proposed T-Bar soffit for final pricing Update 7/6/17: Jose/CSDA has rejected this potential VE item.
	ARC.22	Revise operable windows to fixed windows	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable.
	ARC.23	Flush Aluminum Windows with Exterior wall	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable. JA to revise detail for window install. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again. Window width is now 4 ½" but still held to outside with return on inside of wall.
	ARC.24	HVAC VE Items	Meeting with CFW, Bernards and Sheldon Mechanical to discuss potential VE items. Items include deduct for standalone control system vs. DDC control system, deduct to change side discharge rooftop units to down shot, deduct to change ductwork from rectangular to round and added cost to install copper coils on rooftop units. Update 7/7/17: The copper fin added cost has been rejected. The (3) credit items are still under consideration. Jose A. to follow up with mechanical engineer to question why his response to down shot roof top units will not work. Update 7/18/17: Mechanical engineer has rejected the proposed down shot type units due to space limitations. Credits for standalone control system and use of round ducts will be accepted.
	ARC.25	Electrical VE Items	Taft Electric has been contacted regarding potential VE items and have submitted the following; Deduct for alternate light fixture package using a different manufacturer, deduct for use of MC cables for all branch circuits in lieu of flex conduit, deduct for use of aluminum brass in lieu of copper on all switchgear, deduct for use of native soil in lieu of concrete backfill at ductbanks. The Electrical Engineer has reviewed and provided a response, to be reviewed further with CFW & CSDA. Update 7/7/17: After reviewing the electrical VE items it was determined to still pursue the potential cost savings of an alternate lighting package and also request a cost savings number for use of slurry backfill in ductbank trenches. Update 7/18/17: Potential cost savings for the alternate lighting package is acceptable. Taft Electric confirmed no savings for use of slurry backfill in ductbank trenches.

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.26	Door Hardware Savings (hinges, etc.)	Scott B. requested a door hardware cost savings for use of butt hinges instead of the specified continuous hinges. Scott will forward a copy of District hardware standards to Carl for discussion with the subcontractor for any potential savings.
	ARC.27	Plumbing VE Savings	Carl M. will contact the low bid plumbing subcontractor to discuss any potential cost saving items.
	SIT.1	Eliminate construction of (5) CIP concrete seat benches, District to provide benches	SB accepted deletion. Finalize credit to GMP Update 7/6/17: Credit for deleted concrete benches requested from subcontractor. Update 7/18/17: Credit proposal received from subcontractor.
	SIT.2	Remove PCC Pavers and concrete sub-slab for pavers, leave existing AC paving.	SB accepted deletion. Finalize credit to GMP Update 7/6/17: Credit for deleted concrete pavers and sub slab requested from subcontractor. Update 7/18/17: Credit proposal received from subcontractor.
CCD	SIT.3	Remove raised planter walls - concrete, rebar, waterproofing and landscaping & irrigation	After discussion it was determined to eliminate all raised planters but retain all landscaping at grade. RS to finalize credit for deletion of raised planters JA to provide revised design for landscaping at grade for pricing Update 7/18/17: Credit proposal received from subcontractors for deleted raised planters. Revised landscape drawings not provided, no change in cost proposed for landscaping at planters.
CCD	SIT.4	Remove concrete mow strip, replace with natural grass	JA to review with DSA the need to 6' mow strip with plan checker Update 06/23/17: JA to submit CCD to delete 6' mow strip Update 7/6/17: Pricing has been requested from subcontractor for revising mow strip from 60" to 12" wide. Update 7/18/17: Credit proposal received from subcontractor.
	SIT.5	Delete gravity wall, use curb	JA to review with Civil if gravity wall can be deleted. This would me budget funds to delete the demolition of the ball walls could be removed. Update 06/23/17: JA to confirm with civil engineer that gravity wall can be deleted. Update 7/7/17: This potential VE item has now been rejected.
	SIT.6	Delete perimeter curb & 4" CAB w/ geo fabric at rubber play surface, install rubber surfacing	Rejected
	SIT.7	Delete site concrete mock-up	SB accepted deletion. Finalize credit to GMP
	SIT.8	Reduce cost reconstruction at new electrical service	JA to have civil engineer provide demo and construction for new electrical service. Update 7/6/17: Site photos of the area for SCE work and approximate electrical underground pathway back to the electrical room have been provided to CSDA for use by Civil Engineer. Update 7/7/17: Carl M. will go back into the GMP and verify if there are still potential costs available. Update 7/18/17: After reviewing costs again with estimators, a cost savings was determined.



VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	SIT.9	Gas Line Revisions	<p>Meeting with Gas Company and Engineer to resolve missing gas design took place on 6/26/17 with the So Cal Gas representative. The rep is currently investigating in house on pipe capacity and meter and will report back to Team. There is the possibility that the meter will need to be upsized, which will be a cost to the School District.</p> <p>Update 7/7/17: Jose A. will request that plumbing engineer contact the Gas Co. rep to receive information in order to make final decision.</p> <p>Update 7/18/17: The Gas Company representative has been contacted by Bernards on numerous occasions for an update with no response. CSDA's plumbing engineer is also awaiting a return call. With no clear response to date from Gas Co. this potential VE credit will be rejected. The 50K allowance will continue to be carried in the GMP.</p>

Bid Evaluation Report



Erosion Control

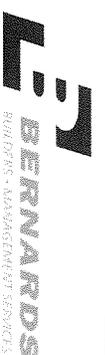
Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Whitson CM / Bernards	Social Stormwater Runoff Solution			
Base Bid	See below	See below			
Spec # : 312500	Included	Included			
Bond Rate (if required)					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalified per Oxnard School District Standards	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Storm Water Compliance	1,200	520			
"Due to the project being under 1 acre this project is not subject to the State CGP"	Included	Included			
Provide project related Water Pollution Control Program (WPCP) by Qualified developer	Included	Included			
Development of project specific Best Management Practices (BMP's)	Included	Included			
Development of erosion control plan for inclusion in WPCP	Included	Included			
SWPPP (QSP/QSD) Services					
Qualified SWPPP Practitioner QSP conduct weekly site inspections, photos, document, etc	18,720	10,400			
Rate per week for monitoring	\$360/wk	\$200/visit			
Keep records & documents updated	Included	Included			
Provide recommendations for reqs of BMP upkeep & maintenance (but won't do the work)	Included	Included			
Electronically file all data for Permit documents as required	Included	Included			
Pre/During/Post Rain-Event Visual Inspections	4,320	2,640			
Rate per week/visit for monitoring the rain monitoring	\$360/wk	\$220/visit			
Erosion Control - No Plans Provided					
Silt Fencing at perimeter of sites	21,402	21,402			
Fiber Rolls at perimeter of existing parking lot rework - A-102	Included	Included			
Fiber Rolls at new school addition perimeter - G-003	Included	Included			
Fiber Rolls at new playground area perimeter - G-003	Included	Included			
Construction Entrances	Included	Included			

Bid Evaluation Report



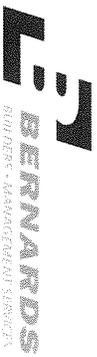
Erosion Control

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Whitson CM / Bernards	Social Stormwater Runoff Solution	Subcontractors			
			Amount			
Storm Drain Inlet Protection	Included	Included				
SWPPP & BMP Implementation	Included	Included				
SWPPP & BMP Implementation - Removal at completion of project	Included	Included				
QSP Monitoring	See below	See below				
Laydown/Trailer Area Erosion Control:	20,985	20,985				
Fiber Rolls at perimeter of existing grass field for trailer/parking/laydown/storage use during construction	Included	Included				
Geofabric over the grass, rock surface	Included	Included				
Removal of above at project completion	Included	Included				
Temporary Construction Fencing & Gates - Bernards	22,730	22,730				
Temp Fencing at existing parking lot rework, 1-side use existing fencing along the creek - A-102, install, maintain, removal	Included	Included				
Temp Fencing at new school addition perimeter - G-003	Included	Included				
Temp Fencing at new playground area perimeter - G-003	Included	Included				
Gates	Included	Included				
TOTALS	89,357	78,677	0	0	0	0
Recommendation:	Amount					
Social Stormwater Runoff Solution	78,677					



Bid Evaluation Report

Surveying

Marshall Classroom Building

Subcontractors

Description	Adkan Engineers	Brenner & Carpenter	Hunsaker & Associates	MNS Engineers	Job Number	1641
					Date Printed	7/27/2017
					Bid Date	6/7/2017
					Michael Baker International	Stantec
Base Bid	22,000	25,000	60,400	17,055	8,900	39,950
Spec #: 00700 - General Conditions	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	N/A	N/A	N/A	N/A	N/A	N/A
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	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
Set-up	Included	Included	Included	Included	Included	Included
Travel Costs	Included	Included	Included	Included	Included	Included
Horizontal Control	Included	Included	Included	Included	Included	Included
Survey Boundary Map	Included	Included	Included	Included	Included	Included
Excavation	Included	Included	Included	Included	Included	Included
Rough Grade Staking	Included	Included	Included	Included	Included	Included
Blueprint Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	Included
Gridlines at Elevator & Exterior Stairs	Included	Included	Included	Included	Included	Included
Buildings	Included	Included	Included	Included	Included	Included
Building Corner Stakes (All Bids)	Included	Included	Included	Included	Included	Included
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, Natural Gas and Permanent Electrical Service	Included	Included	Included	Included	Included	Included
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	Included
Site	Included	Included	Included	Included	Included	Included
Stakes for Sanitary Sewer, Storm Drain, Natural Gas and Domestic Fire & Domestic Water	Included	Included	Included	Included	Included	Included
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	Included	Included	Included	Included	Included	Included
Line Stakes for demo/saw cut of asphalt at existing northeast parking lot. Provide markings for new parking stalls.	Included	Included	Included	Included	Included	Included
Line and grade stakes for rubberized playground area	Included	Included	Included	Included	Included	Included
1-person survey crew rate per hour	\$185/hr		\$192/hr	\$180/hr	Included	Included
2-person survey crew rate per hour	\$260/hr		\$234/hr	\$260/hr		
	5,000	2,000		6,667		
TOTALS	27,000	27,000	60,400	23,722	20,900	39,950
Recommendation:	Amount					
Michael Baker International	20,900					

Bid Evaluation Report



Reinforcing Steel

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Upland Contracting		Vista Steel		Subcontractors		Job Number	Bid Date	Date Printed
Base Bid									
Spec # : 032000	85,814	Included	83,445	Included					
Bond Rate (if required)									
Furnished, Installed, FOB Jobsite, Tax Included									
Plans and Specs Dated: 1/28/2016 & 10/4/2016									
Acknowledgment of RFIs 1-75 dated 6.5.17									
Bid Good for 60 Days									
Prevailing Wage									
Pregualified per Oxnard School District Standards									
Attachment C Acknowledgement									
Rebar									
New Classroom Addition Building per Structural, Architectural & Civil sheets									
Rebar for Footings									
Rebar for Spread Footings									
Rebar for Column Footings									
Rebar for Stair Footings									
Rebar for Pad Footings									
Rebar for Elevator Pit									
Rebar for Slab on Grade									
Hoisting as Required									
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8', build them sim to right side of det 6/S-401	5,000		5,000						
Site Concrete Reinforcing	24,486		12,025						
Paving, curbs, seat walls, planter walls									
Site curbs FOB jobsite									
SIT.3									
TOTALS	111,800		96,970		0	0	0	0	0
Recommendation:									
Vista Steel	Amount		96,970		0		0		0

Bid Evaluation Report



Building Concrete

Marshall Classroom Building

Subcontractors

Description	Barcelo Construction	Santa Clarita Concrete	Job Number	Bid Date	Date Printed
Base Bid	386,879	395,600			
Spec #: 03 1000 - Concrete Forming Accessories	Included	Included			
Spec #: 03 2000 - Concrete Reinforcing	Included	Included			
Spec #: 03 3000 - Cast-In-Place Concrete	Included	Included			
Bond Rate (if required)		Bond @ 1%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included			
Bid Good for 60 Days	90 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Typical SOG Underlayment Detail 14/S-400A:	Included	Included			
4" layer crushed rocks Subbase over prepared subgrade	Included	Included			
Base - 2" Sand Fill over crushed rock	Included	Included			
15 mil. Vapor Barrier by Stego Ind. Over sand	Included	Included			
5" SOG	Included	Included			
Reinforcing steel furnish & install, included w/ CIP concrete bid	Excluded	Excluded			
Reinforcing steel furnish & install, separate Rebar Bid	w/ Rebar	w/ Rebar			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - S-401	Included	Included			
Spread Footings per Schedule on Foundation Pages S-401,402,403 (WF-1, WF-2 & F3)	Included	Included			
24" X 18" Conc Footing at Stairs per 1/S-700B	Included	Included			
Tie Rod Brace detail and concrete blockout at Baseplates - 3/S-700B	Included	Included			
1-6" thk Mat slab at Elevator Pit per 12/S-700A	Included	Included			
Elevator Pit wall 10" thk per 12/S-700B	Included	Included			
Site Control Plan C-201					
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401, are part of the building construction	30,000	Included			
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	30,000	26,600			
Install Guiderail baseplates per 16/S-700B	Included	Included			
Lt Wt Concrete Fill at Balconies & Classrooms on 2nd Floor per Note 7A & 7B/S212 - 1-1/2" twt concrete topping	Included	Included			

Bid Evaluation Report

Building Concrete

Marshall Classroom Building

Subcontractors

Description	Barcelo Construction		Santa Clarita Concrete		Job Number	Bid Date	Date Printed
	Barcelo Construction	Santa Clarita Concrete	Santa Clarita Concrete	Barcelo Construction			
SCC: Deck to be poured prior to construction of walls, otherwise add for another pump system & hoseman to place concrete	Included	6,500			1641	6/7/2017	7/27/2017
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S-700B	Included	Included					
Balco Stair Strips per keynote 05.03 sheet A-420 & detail 11/A-560	2,500	2,500					
2" contrasting strip, abrasive strip	Included	Included					
6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	Included	Included					
Depressed slabs at restrooms for ceramic tile work, not shown properly	Included	Included					
Trench Drain concrete basin per 4/S-400A	w/ Site Utilities	w/ Site Utilities					
Other Items:	Included	Included					
All Reinforcing Steel for your work	w/ Rebar	w/ Rebar					
Dewatering as Required	Included	Included					
Setting Anchor Bolt Templates	Included	Included					
Safety walk and progressive cleanup	4,640	4,640					
Curing and Sealing Compounds per Specs as Required	Included	Included					
Drypacking baseplates	1,000	Included					
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included					
Clean up to debris bins	5,100	5,100					
Wash Out Bins	2,500	2,500					
Depressed floors at 1st floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000					
Spoils removal	approx 325cy	approx 325cy					
SIT.3	(8,700)	(8,709)					
SIT.3	(30,000)	(26,600)					
TOTALS	428,919	413,131	0	0	0	0	0
Recommendation:	Amount	Amount					
Santa Clarita Concrete	413,131						

Bid Evaluation Report



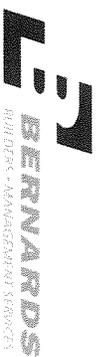
Structural Steel

Marshall Classroom Building

Subcontractors

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	See below	See below	See below	No Bid		
Spec #: 05 1200 - Structural Steel Framing	Included	Included	Included			
Spec #: 05 5000 - Metal Fabrications	Included	Included	Included			
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	14 Days	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Structural Steel						
New Classroom Building	165,450	234,955	304,688			
HSS Steel Columns, C1, C2, C3, C4 & C5 on First & Second Levels -5" round, 5x5 7x5, 10x8, & 7x7	Included	Included	Included			
HSS Beams at 1st & 2nd floors per floor plans	Included	Included	Included			
HSS Beams at Elevator - 3 each HSS 12x4 tubes per sketch in RFI #3	Included	Included	Included			
Include added 3rd steel column	7,500	7,500	7,500			
HSS Columns & beams at wall elevation S-600E & 19&20/S-600F	Included	Included	Included			
HSS columns in stud walls to have welded studs - 13/S-700	Included	Included	Included			
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included	Included			
"W" Steel Beams at Elevator - 1/S-700A & 17/S-700A	Included	Included	Included			
Beam to Beam Connection Schedule & details 1/S-700A	Included	Included	Included			
Double angle braces & gusset plate at HSS column at roof transitions 17/S-600D	Included	Included	Included			
1/2" thk x 5" w plate at roof transitions 17/S-600D & 20/S-600E	Included	Included	Included			
Safety Cable Railing as Required - Install, maintain, removal & return to steel sub	3,250	3,250	3,250			
FOB Anchor Bolts/ Templates for Own Work	Included	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included	Included			
Safety walk and progressive cleanup	3,093	3,093	3,093			
Hoisting for All Work	Included	Included	Included			
Steel Stairs						
Galvanized	122,090	Included	Included			

Bid Evaluation Report



Structural Steel

Marshall Classroom Building

Subcontractors

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Stairs 1 & 2 at New Classroom Bldg - S-211,212 & S-700B	Included	Included	Included			
Steel Stairs (Pan Filled Concrete) - A-420	Included	Included	Included			
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included	Included			
Conc Nosing at Stairs - included w/ the stairs?	1,250	Included	Included			
Stair Railings and Stair Guardrails	Included	Included	Included			
1-1/2" Handrail Both Sides	Included	Included	Included			
Guardrail at Midlandings	Included	Included	Included			
Guardrail at Top of Stairs	Included	Included	Included			
Stair 1 - 12/S700B	Included	Included	Included			
Stair 2 - 11/S700B	Included	Included	Included			
Railings & Guardrails	Included	132,560	Included	100,000		
2nd Floor New Classroom Bldg - S-212 & 8/S-6001/S-600D	Included	Included	Included			
Deck guardrail detail - HSS2-1/2x2-1/2x3/16 at 4'oc	Included	Included	Included			
Arch drawing sheet A-112, note 5.33, see 15/A-560	Included	Included	Included			
Steel posts & plate top rails, w/ baseplates 8/S-600	Included	Included	Included			
Railing to have a Prefab panel per 10/A-560	Orsogril	Included	Included			
Prefab Panel Elevation detail - 7/A-560	Included	Included	Included			
Railing Inserts per detail 2.3/A-560 - shows 2x1 rect mesh 11 ga galv panel	Included	Included	Included			
Railing Inserts per Spec is diamond mesh	Excluded	Excluded	Excluded			
Misc. Metal	Included	Included	Included			
Steel plate continuous across hoistway ground fl - 5/A-561	2,500	Included	2,500			
Steel plate continuous across hoistway 2nd fl- 7/A-561	2,500	Included	2,500			
Pit ladder 13/A-561, notes states by Elev Mfr, but needs to be w Steel	Included	3,000	Included			
HSS at Canopy connections - 19,20/S-600F	Included	Included	Included			
Elevator Sill Angle & Threshold	Included	Included	Included			
Roof Access Ladders in Electrical rm 206 - A-112, 10/A-500	Included	Included	Included			
Steel ladder mounted to wall mtg all OSHA requirements	Included	Included	Included			
Site	Included	Included	Included			
Steel Bollards at New Electrical Transformer, FOB jobsite, 1/E-102	500	4,000	4,000			
Steel Bollards at New DDCV Assembly, FOB jobsite, C-401 (not shown, include 8 each)	500	4,000	4,000			

Bid Evaluation Report



Structural Steel

Marshall Classroom Building

Subcontractors

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Fire Department Access Ladder, shown on FLS/Site Plan near grid D&2 SW side - G-003, galvanized	7,500	6,500	7,500			
Fire Department Access Ladder, shown on FLS/Site Plan near grid K&11 near elevator - G-003, galvanized	7,500	6,500	7,500			
ARC.12	(15,000)	(13,000)	(15,000)			
ARC.15	(14,500)	(14,000)	(14,000)			
TOTALS	294,133	378,358	417,531	0	0	0
Recommendation:	Amount					
C.A. Buchen	294,133					



Bid Evaluation Report

Rough Carpentry

Marshall Classroom Building

Subcontractors

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors			
	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem
Base Bid	1,244,000	997,037	922,861	1,156,000
Spec #: 06 1000 - Rough Carpentry	Included	Included	Included	Included
Spec #: 06 1733 - Wood I-Joists	Included	Included	Included	Included
Spec #: 06 1813 - Glue Laminated Beams	Included	Included	Included	Included
Bond Rate (if required)	Bond at 2%	Bond at 2%	Bond at 2%	Bond at 2%
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	30 days
Bid Good for 60 Days	Included	Included	Included	Included
Prevailing Wage	N/A	N/A	N/A	N/A
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A
Rough Framing				
Wall Types Sheet - A-620	Included	Included	Included	Included
Plywood Shear Wall Schedule - S-600	Included	Included	Included	Included
Plywood Sheathing as Shown on Wall Types	Included	Included	Included	Included
Prefabricated plywood web joists "I" Joists per spec section	Included	Included	Included	Included
Open Web Trusses, I-Joists, LVL per Schedule 4/S-600F	Included	Included	Included	Included
MFR - TrusJoist, Red Built or equal	Included	Included	Included	Included
Glue-Laminated Beams & Struc Eng. Beams per spec section	Included	Included	Included	Included
Simpson HDW as Scheduled	Included	Included	Included	Included
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details	7,551	7,551	7,551	7,551
Hold Down Schedule 20/S-600	Included	Included	Included	Included
Anchor Rod Schedule - 17/S-401	Included	Included	Included	Included
Mechanical Platforms at Roof 3&5B/S-700B	Included	Included	Included	Included
Wall Framing - 2x4, 2x6, 2x8	Included	Included	Included	Included
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, M.E.P.	Included	Included	Included	Included
Plywood Backboards - Electrical / Low Voltage	3,200	3,200	3,200	3,200
Wood Nailers at Roof Parapet Coping - 2/A-500	Included	Included	Included	Included
Safety Railing as Required at 2nd Floor	5,000	5,000	5,000	5,000
Plywood Floor Sheathing - 19/S-600C	Included	Included	Included	Included
Plywood Roof Sheathing - 19/S600C	Included	Included	Included	Included
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as shown on S-600	Included	Included	Included	Included
Flooring & Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included
1/2" Plywood at Plaster Pilasters	Included	Included	Included	Included

Bid Evaluation Report



Rough Carpentry

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem			
Exterior Plywood at Underside of Roof Overhang per 9/A-501	Included	Included	Included	Included	1641	6/7/2017	7/27/2017
Install Pipe Columns per details 2,5,6/S-600D - coordinate w/ Steel sub	Included	Included	Included	Included			
Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included			
Roof Crickets per A-131 - should be w/ roofing, use tapered Insul	Excluded	Excluded	Excluded	Excluded			
Safety walk and progressive cleanup	9,280	9,280	9,280	9,280			
Framing for all recessed items FEC's, etc.	Included	Included	Included	Included			
Blocking & backing for ceilings & duct supports, unknown locations	6,400	6,400	6,400	6,400			
Blocking & backing for roof ladders	600	600	600	600			
Depressed floors at 2nd floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000	5,000	5,000			
Framing for doors heads & jambs at elevator smoke containment door assembly	4,000	4,000	4,000	4,000			
Fire Treated Lumber	Included	Included	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included	Included	Included			
Hoisting for your work	Included	Included	Included	Included			
All Required Caulking and Sealants for your work	Included	Included	Included	Included			
Scaffolding for Own Work	Included	Included	Included	Included			
Clean-up into your dumpsters	17,000	17,000	17,000	17,000			
Temporary Stairs & ramps	3,000	3,000	3,000	3,000			
Small tools & equipment	3,500	3,500	3,500	3,500			
Security guard	40,200	40,200	40,200	40,200			
Site Security/Alarm/Camera systems	15,477	15,477	15,477	15,477			
ARC.1	9,500	9,500	9,417	9,500			
ARC.13	(4,000)	(4,000)	(4,000)	(4,000)			
ARC.17	(30,000)	(30,000)	(30,521)	(30,000)			
Budget for Lumber Cost Increase	65,000	50,000	50,000	50,000			
TOTALS	1,404,708	1,142,745	1,067,965	1,301,708	0	0	
Recommendation:	Amount						
JF Construction	1,067,965						

Bid Evaluation Report

Cabinets / Millwork

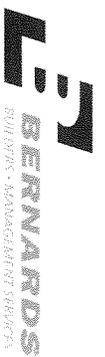
Marshall Classroom Building

Subcontractors

Job Number **1641**
Bid Date **6/7/2017**
Date Printed **7/27/2017**

Description	Subcontractors				Dennis Reeves Inc.	Stolo Cab.
	Bristol Omega	ICI Millwork	K & Z Cabinet			
Base Bid	47,900	36,107	42,290		34,161	35,270
Spec # : 06 4000 - Architectural Woodwork	Included	Included	Included		Included	Included
Spec # : 12 3553 -Manufactured Plastic-Laminate-Faced Casework	Included	Included	Included		Included	Included
Bond Rate (if required)					Bond at 2.5%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included		Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included		Included	Included
Bid Good for 60 Days	90 days	90 days	60 days		60 days	45 days
Prevailing Wage	Included	Included	Included		Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A		N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A		N/A	N/A
Millwork						
Lower Cabinets with Hardware	Included	Included	Included		Included	Included
Upper Cabinets with Hardware & Locks on all doors per RFI #	Included	Included	Included		Included	Included
Plastic Laminate Finish	Included	Included	Included		Included	Included
Plastic Laminate Countertops	Included	Included	Included		Included	Included
Plastic Laminate Backsplash	Included	Included	Included		Included	Included
Enlarged Floor Plans - A-410	Included	Included	Included		Included	Included
Casework details per A-570	Included	Included	Included		Included	Included
Include the back panel fastening per 2/A-570	Included	Included	Included		Included	Included
Include the Cont 2-1/2"x2-1/2" x 16 ga bent sheet metal angle anchorage - 6/A-570	Included	Included	Included		Included	Included
Typical Classroom per 1/A-410	Included	Included	Included		Included	Included
Casework & Counters	Included	Included	Included		Included	Included
Rms - 101, 102, 103, 104	Included	Included	Included		Included	Included
Rms - 201, 202, 203, 204, 207	Included	Included	Included		Included	Included
Typical Science Classroom per 2/A-410	Included	Included	Included		Included	Included
Casework & Counters	Included	Included	Included		Included	Included
Rms - 107, 109	Included	Included	Included		Included	Included
Performing Arts Lab per 3/A-410	Included	Included	Included		Included	Included
Casework & Counters	Included	Included	Included		Included	Included
Rms - 208	Included	Included	Included		Included	Included
Locker Room Benches	Included	w/ Lockers	w/ Lockers		w/ Lockers	w/ Lockers
FRP Panels						
	Excluded	Excluded	Excluded		Excluded	Excluded
TOTALS	47,900	36,107	42,290		34,161	35,270
Recommendation:	Amount					
Dennis Reeves Inc.	34,161					

Bid Evaluation Report



Waterproofing

Marshall Classroom Building

Subcontractors

Description	Systems WP	Proulx	Santa Barbara Surfacing	Letner	Job Number	1641
					Patriot Contracting	Paul Wolff
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	See below	See below	See below	See below	83,560	Incomplete
Spec #: 07 1326 - Self Adhering Sheet Waterproofing	Included	Included	Included	Included	Included	Included
Spec #: 07 8400 - Fire Stop and Smoke Seals	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Included	Included	Bond @ 1.8%	Bond @ 1.5%	Bond @ 1%	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	90 days	90 days	60 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	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
Waterproofing						
Waterproofing at elevator pit 12/A-561	4,100	2,300	8,300	3,510	Included	No Bid
Sheet Waterproofing behind Pit walls	Included	Included	Included	Bituthene 4000	Included	-----
1" drainage board & sheet waterproofing at walls	Included	Included	Included	Included 230 sf	Included	-----
Waterproofing under elev pit SOG (no specs) use bentonite, Grace PrePrufe300R or equal	Included	Included	Included	Included	Included	-----
Elastomeric waterproofing on top of pit slab (no spec) - use crystalline product	1,500	2,500	5,400	2,500	Included	-----
Waterproofing at elevator pit penetrations 8/A-561	Included	Included	Included	Included	Included	-----
Waterproofing of foundation wall at planter areas against the bldg C-300	14,030	18,240	Included	15,000	Included	-----
Waterproofing inside exterior Planters - total of 4 planters 6/S-401	Included	Included 1,920 sf	Included	Included	Included	-----
Waterproofing under topping slabs at 2nd floor decks - 6&7/A-510	18,000	20,000	22,600	20,000	Included	-----
Use 07 1326, self adhering waterproofing OR	Included	Included	Included	Included	Included	-----
Use 60-90mil liquid applied waterproofing w/ 1/8" asphaltic board or drainage mat protection course	Included	Included	Included	Included	Included	-----
Safety walk and progressive cleanup	3,480	3,480	3,480	3,480	3,480	-----
Traffic Coatings						
Per Pre-Bid RFI#4	20,560	22,330	27,050	29,860	Included	No Bid
Installed over 2nd floor exterior deck - 6 & 7/A-510	Included	Included	Included	Included	Included	-----
Installed over exterior stairs and landings - not shown	Excluded	Excluded	Excluded	Excluded	Excluded	-----
Product to be Poly-I-Gard 246SF by Polycoat Products OR	Included	Included 2,552 sf	Included	Excluded	Included	-----

Bid Evaluation Report



Waterproofing

Marshall Classroom Building

Subcontractors

Description	Systems WP				Contracting	Paul Wolff
	Systems WP	Proulx	Santa Barbara Surfacing	Lethner		
Product to be Gaco Western, GW-15-U62	Excluded 2,680	Excluded 2,680	Excluded 3,850	Included 2,680	Included 2,680	Included 1,750
Interior Concrete Sealed Floors						
Interior concrete floors shown on Finish Sch A-612 marked F1	Included	Included	Included	Included	Included	Included 676 sf
No Spec Provided OR see 03300,2.1,G	Included 9,816	Included 9,816	Included 9,816	Included 9,816	Included 9,816	Augaseal W-20 No Bid
Caulking & Sealants						
Per Schedule in Specs	Included	Included	Included	Included	Included	-----
Windows, Doors, Walls, As Shown	Included (10,530)	Included (10,500)	Included (10,500)	Included (10,500)	Included (10,500)	-----
SIT.3						
TOTALS	63,636	70,846	69,996	76,346	89,036	0
Recommendation:	Amount					
Systems WP	63,636					



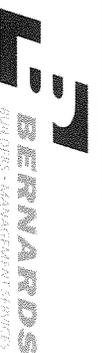
Bid Evaluation Report

Insulation

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Subcontractors				Roberts Firestop
	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	
Base Bid	26,800	36,892	30,527	26,895	See below
Spec #: 07 2100 - Thermal Insulation	Included	Included	Included	Included	N/A
Spec #: 07 8400 - Fire Stop and Smoke Seals	No Bid	No Bid	No Bid	No Bid	Included
Bond Rate (if required)					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included
Bid Good for 60 Days	60 Days	Included	30 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A
Thermal and Blanket Insulation					
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included	Included	No Bid
R19 & 8" Batts at Int & Ext Walls	Included	Included	Included	Included	-----
R30 at Roof (Not shown)	See below	See below	See below	See below	-----
Walls to Receive Insulation per Wall Types A-620	Included	Included	Included	Included	-----
Wall type A - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type B - double stud walls min 3" sound insulation	Included	Included	Included	Included	-----
Wall type C - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type D - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type E1 - min 3-1/2" foil-faced glass fiber batts	????	Included	Included	Included	-----
Wall type F - Batt insulation	Included	Included	Included	Included	-----
Wall type G - Batt insulation	Included	Included	Included	Included	-----
Wall type H - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type I - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type K - double stud walls Int. Acoustic wall - fiberglass batt insulation	Included	Included	Included	Included	-----
Wall type N - none shown	-----	-----	-----	-----	-----
Wall type O - batt insulation	Included	Included	Included	Included	-----
Rigid Insulation at PVC roofing	w/ Roofing	Included	Included	Included	-----
Rigid Insulation at Standing Seam roofing	Excluded	Included	Included	Included	-----
R-30 insulation at underside of standing seam roofing	7,500	Included	Included	4,965	-----
Fire Stops and Smoke Seals					
Mineral fiber insulation fire safing, damming material, clips and closures	17,324	17,324	17,324	17,324	17,324
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included

Bid Evaluation Report



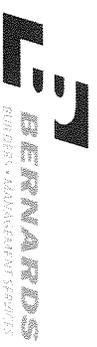
Insulation

Marshall Classroom Building

Subcontractors

Description	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	Roberts Firestop	Job Number	1641	
						Bid Date	6/7/2017	
						Date Printed	7/27/2017	
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included			
Sealants, firestop putty, mortar, pillows, mineral fiber saifing	Included	Included	Included	Included	Included			
TOTALS	51,624	54,216	47,851	49,184	0		0	
Recommendation:	Amount							
Alcal	47,851							

Bid Evaluation Report



Sheet Metal & Metal Panels	Marshall Classroom Building						Job Number	1641
	Subcontractors						Bid Date	6/7/2017
	Description	R&J SM	Letner	Commercial Roofing	Merit Metal Products	Patriot Contracting	Valencia Sheet Metal	
Base Bid	See below	167,950	See below	See below	189,170	103,880		
Spec #: 07 4000 - Metal Roof Panels	Included	Included	Included	Included	Included	Included		
Spec #: 07 6000 - Flashing Sheet Metal	Included	Included	Included	Included	Included	Included		
Bond Rate (if required)	Bond @ 2.5%	Bond @ 1.5%	Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 2%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	90 days	60 days	60 days	60 days	30 days		
Prevailing Wage	Included	Included	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	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		
Sheet Metal	56,198	Included	No Bid	8,600	Included	Included		
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	-----	40,000	Included	40,000		
Roof Plan A-131	Included	Included	-----	Included	Included	Included		
Flexible Flashing and Underlayment	Included	Included	-----	Included	Included	Included		
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	Included	Included	-----	Included	Included	Included		
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	-----	Included	Included	Included		
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	-----	Included	Included	Included		
Roof Details Sheet A-500:	Included	Included	-----	Included	Included	Included		
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included	Included	-----	Included	Included	Included		
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included	Included	-----	Included	Included	Included		
Roof penetration at Ducts flashing - 5/A-500	Included	Included	-----	Included	Included	Included		
Flash at Pipes penetrations - 6/A-500	Included	Included	-----	Included	Included	Included		
Flash at Exhaust duct - 9/A-500	Included	Included	-----	Included	Included	Included		
Flash at roof access hatch - 10/A-500	Included	Included	-----	Included	Included	Included		
Flash at fascias - 5/A-501	Included	Excluded	-----	Included	Included	Included		
Flash at upper roof exterior soffits - 6/A-501	Included	Excluded	-----	Included	Included	Included		
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included	Included	-----	Included	Included	Included		
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included	Included	-----	Included	Included	Included		
Door & Window Sill/Head Flashings - 1.2/A-5120	Included	Included	-----	Included	Included	Included		
Door head flashing - 10-12/A-520	Included	Included	-----	Included	Included	Included		
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included	Included	-----	Included	Included	Included		
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included	Included	-----	6,400	Included	Included		
Roof to plaster conditions	Included	Included	-----	Included	Included	9,010		
Gutters & Downspouts - None Shown	Included	Included	-----	Included	Included	Included		



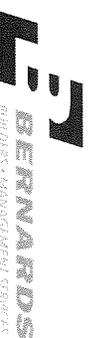
Sheet Metal & Metal Panels

Marshall Classroom Building

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017
Patriot Contracting	Valencia Sheet Metal

Description	Subcontractors					Job Number	Date Printed	Patriot Contracting	Valencia Sheet Metal
	R&J SM	Letner	Commercial Roofing	Merit Metal Products					
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000	10,000	-----	10,000		10,000	10,000		
Connects to storm drains systems, not shown	Included	Included	-----	Included		Included	Included		
Roof Drains are internal pipes by plumber	Included	Included	-----	Included		Included	Included		
Mechanical Equipment pad covers - None Shown	N/A	N/A	-----	N/A		N/A	N/A		
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A	N/A	-----	N/A		N/A	N/A		
Roof Hatch	7,122	Included	No Bid	Included		Included	Included		
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 108.12/A-500, 30"x42" min size	Included	Included	-----	Included		Included	Included		
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included	Included	-----	Included		Included	Included		
Prefab Curb by MFR	Included	Included	-----	Included		Included	Included		
Installed in Electrical Room 206	Included	Included	-----	Included		Included	Included		
Metal Roofing	159,537	Included	202,181	84,000		Included	Included		
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included	Included	Included	Included		Included	Included		
Typical Standing Mtl roof detail 10/A-5010	Included	Included	Included	Included		Included	Included		
MFR AEP Span, SpanLok	Included	Included	Included	Alt Prod: Metal Sales		Included	Included		
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included	Incl 24ga	Included	Included		Included	Included		
30#lb felt underlayment over roof plywood(by others)	Included	Included	Included	Included		Included	Included		
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included	Included	Included	Included		Included	Included		
Flash standing seam at Fascia - 5/A-501	Included	Included	Included	Included		Included	Included		
Flash Fascia 2 at standing seam 9/A-501	Included	Included	Included	Included		Included	Included		
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included	Not shown	Included	Not shown		Not shown	Not shown		
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included	Included	Included	Included		Included	Included		
Waste Disposal	3,400	3,400	3,400	3,400		3,400	3,400		
Provide Alternate Add if not in base bid	-----	14,000	Included	8,500		15,000	9,000		
Wall Louvers									
As listed /shown on Mechanical	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC		w/ HVAC	w/ HVAC		
	Metal Roof	Metal Roof	Metal Roof Only	Alt Metal Roof		Metal Roof	Alt Metal Roof		
	SM	SM	No SM	SM		SM	SM		
TOTALS	236,257	195,350	205,581	160,900		217,570	175,290		
Recommendation:	Amount								
Merit Metal Products	160,900								

Bid Evaluation Report



Sheet Metal & Metal Panels

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Craig Roofing	Chapman Coast			
Base Bid	See below	0			
Spec #: 07 4000 - Metal Roof Panels	Included	SM only			
Bond Rate (if required)	Included	w/roofing bid			
	Bond @ 2.5%				
Furnished, Installed, FOB jobsite, Tax Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included				
Acknowledgment of RFIs 1-75 dated 6.5.17	Included				
Bid Good for 60 Days	30 Days				
Prevailing Wage	Included				
Prequalified per Oxnard School District Standards	N/A				
Attachment C Acknowledgement	N/A				
Sheet Metal					
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	9,550			
Roof Plan A-131	Included				
Flexible Flashing and Underlayment	Included				
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	Included				
MFR - WR Grace, Jiffy-Seal or equal	Included				
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included				
Roof Details Sheet A-500:	Included				
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included				
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included				
Roof penetration at Ducts Flashing - 5/A-500	Included				
Flash at Pipes penetrations - 6/A-500	Included				
Flash at Exhaust duct - 9/A-500	Included				
Flash at roof access hatch - 10/A-500	Included				
Flash at fascias - 5/A-501	Included				
Flash at upper roof exterior soffits - 6/A-501	Included				
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included				
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included				
Door & Window Sill/Head Flashings - 1.2/A-5120	Included				
Door head flashing - 10-12/A-520	Included				
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included				
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included				
Roof to plaster conditions	9,000				
Gutters & Downspouts - None Shown	Included				

Bid Evaluation Report



Sheet Metal & Metal Panels

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Craig Roofing	Chapman Coast				
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000					
Connects to storm drains systems, not shown	Included					
Roof Drains are internal pipes by plumber	Included					
Mechanical Equipment pad covers - None Shown	N/A					
Work at Outside Storage Unit per 07 6000 I.01B.9	N/A					
Roof Hatch	Included					
Roof Plan A-131, Keynote 07.08 Roof Access Hatch	Included					
10&12/A-500, 30"x42" min size	Included					
MFR - Acudor, Blico, Dur-Red, Millicor - Not Listed	Included					
Prefab Curb by MFR	Included					
Installed in Electrical Room 206	Included					
Metal Roofing	218,820					
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included					
Typical Standing Mt roof detail 10/A-5010	Included					
MFR AEP Span, SpanLok	Included					
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included					
30#lb felt underlayment over roof plywood(by others)	Included					
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included					
Flash standing seam at Fascia - 5/A-501	Included					
Flash Fascia 2 at standing seam 9/A-501	Included					
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included					
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included					
Waste Disposal	-----					
Provide Alternate Add if not in base bid						
Wall Louvers	0					
As listed /shown on Mechanical	w/ HVAC Metal Roof SM	No Metal Roof SM Only				
TOTALS	275,928	0	0	0	0	0
Recommendation:	Amount					
Merit Metal Products	160,900					

Bid Evaluation Report



Roofing

Marshall Classroom Building

Subcontractors

Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing	Job Number	1641
							Bid Date	6/7/2017
							Date Printed	7/27/2017
Base Bid	124,725	153,939	145,717	199,708	211,750	129,179		
Spec #: 07 5416 - Polyvinyl Chloride (PVC) Roofing (Mechanically Attached)	Included	Included	Included	Included	Included	Included		
Bond Rate (if required)								
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Bond @ 1%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included		
Bid Good for 60 Days	30 days	60 Days	60 Days	45 days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A		
Polyvinyl-Chloride (PVC) Roofing	Included	Included	Included	Included	Included	Included		
Roof Plan A-131, Keynote 07.01 Single-Ply Roof Assembly see 1/A-500	Included	Included	Included	Included	Included	Included		
MFR - Sika Sarnafil, Johns Manville, Carlisle or Equal	Sarnafil	Carlisle	Sarnafil	Included	Included	Included		
BOD Sarnafil S327 FB, thermoplastic membrane w/ poly reinforcement & feltback membrane	Included	Included	Included	Included	Included	Included		
Single Ply Roofing System 60 mill without fleece backing, color to be White	Included 7,000 sf	Included 6,600sf	Included	Included	Included 7,000sf	Included 7,000sf		
Fully Adhered	Included	Included	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included	Included	Included		
R-30 Rigid Isoocyanurate foam Insulation w/ black mat facers	Included	Included	Included	Included	Included	Included		
Tapered crickets w/ Insulation	Included	Included	Included	Included	Included	Included		
1/2" DensDeck Coverboard at Roof	Included	Included	Included	Included	Included	Included		
Include all attachment components & flashing materials	Included	Included	Included	Included	Included	Included		
Include misc flashing at pipes, corners coverstrips, termination bars	Included	Included	Included	Included	Included	Included		
Include all sealants	Included	Included	Included	Included	Included	Included		
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included	Included	Included		
Polyester reinforced, 0.096 inch weldable membrane w/ surface embossment per spec 2.07.A	Included	Included	Included	Included	Included	Included		
Parapet walls to be plaster	Included	Included	Included	Included	Included	Included		
Waste disposal	4,250	4,250	4,250	4,250	4,250	4,250		
Warranty to be 10-yr NDL Material & Labor warranty	Included	Included	Included	Included	Included	Included		
ARC.9	(4,800)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)		
ARC.17	(10,280)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)		
TOTALS	118,535	148,329	140,107	194,098	206,140	123,569		
Recommendation:	Amount							

Bid Evaluation Report



Roofing		Marshall Classroom Building			Job Number	1641
		Subcontractors			Bid Date	6/7/2017
Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Date Printed	7/27/2017
Best Contracting	118,535				Letner Roofing	WSP Roofing

Bid Evaluation Report

Doors, Frames & Hardware

Marshall Classroom Building

Subcontractors

Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Base Bid	99,420	113,689	132,696	102,265	115,060		
Spec #: 08 1113 - Hollow Metal Doors and Frames	Included	Included	Included	Included	Included		
Spec #: 08 1416 - Flush Wood Doors	Included	Included	Included	Included	Included		
Spec #: 08 3116 - Access Panels & Frames	Included	Included	Included	Included	Included		
Spec #: 08 3613 - Sectional Doors	Included	Included	Included	Included	Included		
Spec #: 08 7100 - Door Hardware	Included	Included	Included	Included	Included		
Bond Rate (if required)	Bond @1.5%	Bond @1.5%	Bond @2.5%				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	60 Days	30 days	Included	Included		
Prevailing Wage	Included	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A		
Hollow Metal Doors and Frames	Included	Included	Included	Included	Included		
MFR per Specs	Included	Included	Included	Included	Included		
Frame Details - A-520	Included	Included	Included	Included	Included		
New Classroom Building - 1st & 2nd fl	Included	Included	Included	Included	Included		
HM Frames ()	Included	Included	Included	Included	Included		
Type A	Included	Included	Included	Included	Included		
Type B	Included	Included	Included	Included	Included		
Type C	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs		
Type D, Marker Board Sliding Door Schedule	Included	Included	Included	Included	Included		
Type E - w/ Louver	Included	Included	Included	Included	Included		
HM Doors (30)	Included	Included	Included	Included	Included		
Wood Doors (3)	Included	Included	Included	Included	Included		
Install HM Doors	Included	Included	Included	Included	Included		
Install HM Frames	Included	8,500	8,500	8,500	6,350		
Install Wood Doors	Included	Included	Included	Included	Included		
Glass for Vision Lites & Windows	3,375	3,750	3,750	3,750	3,375		
Door Hardware	Included	Included	Included	Included	Included		
Hardware per Schedule in Specs	Included	Included	Included	Included	Included		
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320		
Door Thresholds	Included	Included	Included	Included	Included		
Misc. Door Hardware - Site Gates	Included	Included	Included	Included	Included		
Storefront Doors - None Shown	Included	Included	Included	Included	Included		
Panic Hardware at Gates - per Accessibility Site Plan - G-004	Included	Included	Included	Included	Included		
Hardware at existing Gates per Gate Schedule, G-004	Included	Included	Included	Included	Included		

Bid Evaluation Report



Doors, Frames & Hardware

Marshall Classroom Building

Subcontractors

Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Job Number		
					1641		
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Door G, 520A & 520B - Exit only panic hdwr on push side, key lock on pull side	3,475	5,250	5,250	5,250	3,475		
Doors 5-1, 5-2, 5-6, 514A: Exit only panic hdwr on push side, key lock side	4,690	4,690	4,690	4,690	4,690		
ARC:26	(3,170)	(3,000)	(3,000)	(3,000)	(3,000)		
TOTALS	110,110	135,199	154,206	123,775	132,270		0
Recommendation:	Amount						
Construction Hardware	110,110						

Bid Evaluation Report



Glass & Glazing

Marshall Classroom Building

Subcontractors

Description	Santa Barbara Glass			Center Glass			Coast to Coast		
	Job Number	Bid Date	1641	Job Number	Bid Date	1641	Job Number	Bid Date	1641
Base Bid									
Spec #: 08 5113 - Aluminum Windows			79,908			86,300			
Spec #: 08 7100 - Door Hardware			Included			Included			
Spec #: 08 8000 - Glazing			N/A			N/A			
Bond Rate (if required)			Included			Included			
Furnished, Installed, FOB Jobsite, Tax Included			Included			Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016			Included			Included			
Acknowledgment of RFIs 1-75 dated 6.5.17			Included			Included			
Bid Good for 60 Days			Included			30 days			
Prevailing Wage			Included			Included			
Prequalified per Oxnard School District Standards			N/A			N/A			
Aluminum Windows			Included			Included			
Double and Single Hung Windows			Included			Included			
Acceptable Manufacturers for Aluminum Windows			Included			Included			
Efco Series 684 & 694			Included			Series 2700			
Traco TR-9000			Included			Excluded			
Graham Series 3000/3100			Included			Excluded			
Peerless Model 4340 & 4140			Included			Included			
New Classroom Bldg - A-111, A-112			Included			Included			
Type A - 5' x 2'-1"			Included			Included			
Type B - 3' x 6'			Included			Included			
Type C - 5' x 6'			Included			Included			
Type D - 5' x 6'			Included			Included			
Type E - 3' x 8'			Included			Included			
Type F - 5' x 8'			Included			Included			
Type G - 5' x 6'			Included			Included			
Type H - 5' x 6'			Included			Included			
Type I - 3' x 6'			Included			Included			
Sealing and Caulking for All Window/Door Systems per Arch Details			3,775			3,775			
Glazing			Included			Included			
Glass for Vision Lites & Windows			3,750			Included			
Include SG - Safety Glazing as Indicated on Window Schedule A-610, per spec 08800			Included			Included			
Include OB - Obscured Glazing as Indicated on Window Schedule A-610, per spec 08800			Included			Included			
Other									
Field Testing for Water Penetration AAMA E1105, assume 6 ea			4,500			4,500			
Mock-Up			1,250			1,250			
ARC.1			24,998			25,000			
ARC.22			(4,094)			(4,000)			
TOTALS			114,087			116,825			0

Bid Evaluation Report



Glass & Glazing	Marshall Classroom Building			Job Number	1641
				Bid Date	6/7/2017
	Subcontractors			Date Printed	7/27/2017
Description				Santa Barbara Glass	Center Glass
	Amount				
Recommendation:	Santa Barbara Glass			114,087	



Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Premier Drywall	Perlite Plastering	Pacific Interiors
	Best Interiors	Standard Drywall	Church and Larsen	Plaster Only			
Base Bid	See Below	See Below	See Below	Drywall Only	Plaster Only	Dywall Only	
Spec #: 07 8400 - Fire Stop and Smoke Seals	Included	Included	Included	N/A	N/A	N/A	
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	N/A	N/A	N/A	
Spec #: 09 2200 - Cement Plastering	Included	Included	Included	N/A	Included	N/A	
Spec #: 09 2900 - Gypsum Board	Included	Included	Included	Included	N/A	Included	
Spec #: 078400, 083100, 072500	Included	Included	Included	N/A	N/A	N/A	
Bond Rate (if required)							
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	30 Dyas	30 Dyas	90 Dyas	30 Dyas	Included	
Prevailing Wage	Included	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	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	436,210	428,681	289,224	334,700	334,700	334,700	
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	Included		Included		
Keystone 09.11-Portland Cement Plaster and Metal Lath, per wall types	Included	Included	Included		Included		
Texture - Dash Bond Coat 09 2200,3.06,G	Included	Included	Included		Included		
Exterior Plaster Ceilings and Soffits per typ det 11/A-501	Included	Included	Included		Included		
Exterior Plaster at parapets 2/A-500	Included	Included	Included		Included		
Interior Plaster per specs, Include if any shown on drawings	Included	Included	Included		Included		
Foam Trim Pieces at Windows if shown to be foam	Included	Included	Included		Included		
Water resistant backing behind metal lath - 09 2200,2.01,E	Included	Included	Included		Included		
Paper Grade D, 60--min rating on wood studs without sheathing, and on plywood sheathing	Included	Included	Included		Included		
Paper Grade B, 16--hour rating on gypsum sheathing	Included	Included	Included		Included		
MFR - Fortifiber, Super Jumbo Tex,USG, Inryco or Western Metal Lath	Included	Included	Included		Included		
2-Layers Grade D Kraft Paper	Included	Included	Included		Included		
3-Coat System	Included	Included	Included		Included		
Glass Fiber Reinforcement	Included	Included	Included		Included		
Lath & Paper	Included	Included	Included		Included		
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included		Included		
Strongnoid earthquake staples for metal lath at plaster ceilings & soffits 11/A-501, 16/A-502	Included	Included	Included		Included		
Expansion/Control Joints 9/A-510	Included	Included	Included		Included		
Plaster Trim	Included	Included	Included		Included		

Bid Evaluation Report



Plaster & Drywall

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Perlite Plastering	Pacific Interiors
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall		
Vent & Weep Screeds - 15/A-560	Included	Included	Included		Included	
Corner Bead - 13/A-510	Included	Included	Included		Included	
Ceiling expansion joints - 15/A-510	Included	Included	Included		Included	
Plaster Stops - 5/A-501	Included	Included	Included		Included	
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	70,000	62,686	70,000	70,000	70,000	70,000
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	Included		Included	
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	Included		Included	
Provide vertical Control Joint at each side of the double windows, full ht. south, west and east elevation. Provide horizontal CJ at the bottom of the upper window (aff. +17'-6") to line-up with window sill. Reference details 5 & 9/A-510 (RFI #14)	Included	Included	Included		Included	
All roof parapet walls (interior) and mechanical wall walls to have plaster finish, typical. Ref. detail 2/A-500. (RFI #15)	Included	Included	Included		Included	
Safety walk and progressive cleanup	11,600	11,600	11,600		11,600	
Patching, Taping, Floating as Required	Included	Included	Included		Included	
All Required Caulking and Sealants at Penetrations	Included	Included	Included		Included	
Scaffolding for Own Work	90 Days	107,323	Included		Included	
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall						
Drywall per Wall Types Sheet - A-620	203,565	233,312	196,876	278,790	233,555	233,555
This wall job is drywall over wood, no metal studs	Included	Included	Included	Included	Included	Included
Wall type A - 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type B - double stud walls 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type C - shear wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type D - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type E1 - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type F - 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type G - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included	Included	Included
Wall type H - 2 layers ea side	Included	Included	Included	Included	Included	Included
Wall type I - 2 layers ea side (over plywood ea side by others)	Included	Included	Included	Included	Included	Included
Wall type K - acoustic wall double wood wall, 1 layer ea side, not on int side of double wall	Included	Included	Included	Included	Included	Included
Wall type N - int furred wall, 1 layer on one side	Included	Included	Included	Included	Included	Included

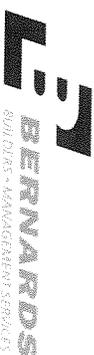
Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Perlite Plastering	Pacific Interiors
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall		
	Job Number Bid Date	Date Printed	1641 6/7/2017	7/27/2017		
Wall type O - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Drywall Ceilings per Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included		Included
See sections on sheets A-321-322 for ceiling info	Included	Included	Included	Included		Included
This ceiling job is drywall over wood, there a few areas there is metal framed ceilings?	Included	Included	Included	Included		Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included		Included
Impact resistant gypsum board below 10'-0" per Note 2 on Finish Legend A-612	5,000	5,000	Included	5,000		5,000
5/8" Drywall Horizontal & Vertical surfaces	Included	Included	Included	Included		Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included		Included
Level 1-5 Finish at Locations per Specifications Based on Paint or Wall Finish spec 09 2900.3.04.A	Level 4&2	Level 4	Level 4	Included		Included
Metal trims, joint treatments & finishing of walls ready for paint	Included	Included	Included	Included		Included
Texture & skim coats where indicated	Included	Included	Included	Included		Included
Clean-up	Included	Included	Included	Included		Included
Fire Resistant Sealants at Head and Base of Walls	Included	Included	Included	Included		Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included		Included
Installation of HM Door Frames Supplied by Others	w/ DFH	w/ DFH	w/ DFH	w/ DFH		w/ DFH
Supply and Install of Access Panels 12x12	3,000	3,000	3,000	3,000		3,000
Installation of FEC Supplied by Others	1,350	1,350	1,350	1,350		1,350
Install drywall at elevator door frames after they are installed (by others)	1,500	1,500	1,500	1,500		1,500
Install ceiling at elevator room, not shown	1,000	1,000	1,000	1,000		1,000
Drywall Pickup	Included	Included	Included	Included		Included
Hoisting for Own Work	Included	Included	Included	Included		Included
Scraping and Disposal	6,375	6,375	6,375	6,375		6,375
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,800		10,800
Fire Stops and Smoke Seals						
Mineral fiber insulation fire safing, damming material, clips and closures	7,551	7,551	7,551	7,551		7,551
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included		Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included		Included
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included		Included
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included		Included
ARC.1	9,250	9,250	9,025	9,250		9,250
ARC.17	(10,000)	(10,000)	(10,300)	(10,000)		(10,000)

Bid Evaluation Report



Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Job Number	1641
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Bid Date	6/7/2017
					Date Printed	7/27/2017
ARC:20	(70,000)	(62,682)	(70,000)	(70,000)	Perlite Plastering	Pacific Interiors
ARC:20	5,000	5,000	4,945	5,000		
TOTALS	697,601	827,146	538,346	659,716	621,081	653,005
Recommendation:		Amount				
Church and Larsen		538,346				

Bid Evaluation Report



Title

Marshall Classroom Building

Job Number 1641

Bid Date 6/7/2017

Date Printed 7/27/2017

Description

Subcontractors

Stonerock Tile

J. Colavin & Son

Silverado Tile

Base Bid	99,325	110,210	91,500	0		
Spec #: 09 3013 - Ceramic Tiling	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	90 Days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Title	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included			
F3-Non-slip Ceramic Tile	Included	Included	Included			
B2-Coved Ceramic Tile Base	Included	Included	Included			
W1-Ceramic Tile Walls	Included	Included	Included			
MFR - Dal-Tile	Included	Included	Included			
DalTile Keystones 1"x1" Mosaic - Floors	Included	Included	Included			
DalTile Semi Gloss 6"x6" - Walls	Included	Included	Included			
Marble Thresholds	1,500	1,500	1,500			
Setting beds - Mortar and thinset	Included	Included	Included			
GROUT - Standard, Polymer modified, or Epoxy Grout - not spelled out in spec	Std grout	Std grout	Std grout			
Add for epoxy grout	Not provided	Not provided	Add: \$7,650			
Grout Sealer	4,085	Included	Included			
Waterproofing Membrane at depression - 283/A-510	Included	Included	Included			
Waterproofing type, 6 are listed in specs, 093013.9.2.1 2.6, which one do you have in your bid?	RedGuard	Included	RedGuard			
Wall Tile on 5/8" Cementitious Backer Board (by others) - 283/A-510	By Others	By Others	By Others			
Install per CTI Method W244, thinset method	Included	Included	Included			
Floor Tile on depressed concrete slab (by others) - 283/A-510	By Others	By Others	By Others			
Install per CTI Method F114, mudset/mortarset method	Included	Included	Included			
Locations:	Included	Included	Included			
Boys Toilet rm 110, 210	Included	Included	Included			
Boys Changing rm 111	Included	Included	Included			
Girls Toilet rms 113, 212	Included	Included	Included			
Girls Changing rm 114	Included	Included	Included			
Staff Toilet rms 112, 211	Included	Included	Included			

Bid Evaluation Report



Title

Marshall Classroom Building

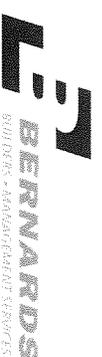
Job Number **1641**

Bid Date **6/7/2017**

Date Printed **7/27/2017**

Description	Subcontractors			Amount
	Stonerock Tile	J. Colavin & Son	Silverado Tile	
Interior Elevations A-224	Included	Included	Included	
8' Ht Tile Mainscot (RFI # 24)	Included	Included	Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	
Include Tile Behind Lockers, Provide Alternate Deduct to Remove	Included	Included	Included	
ARC:7	(21,500)	(21,500)	(21,670)	
ARC:16	(6,000)	(6,000)	(6,240)	
ARC:18	(16,000)	(16,000)	(16,290)	
TOTALS	63,730	70,530	51,120	0
Recommendation:	Amount			
Silverado Tile	51,120			0

Bid Evaluation Report



Acoustical Ceilings

Marshall Classroom Building

Description	Subcontractors				Job Number	Bid Date	Date Printed	Hamilton Ceiling Systems
	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney				
Base Bid	41,500	53,030	42,490	35,775	36,000	6/7/2017	1641	43,700
Spec #: 09 5123 - Acoustical Tile Ceilings	Included	Included	Included	Included	Included			Included
Spec #: 09 8434 - Acoustical Wall Panels (from RFI #7)					Included			Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included			Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included			Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included			Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	Included	Included			Included
Prevailing Wage	Included	Included	Included	Included	Included			Included
Prequalified per Oxnard School District Standards	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								
Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included	Included			Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included	Included			Included
MFR - Armstrong, CertainTeed or USG	USG	Included	Included	USG	CertainTeed			CertainTeed
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	DXL 26	Included	Included	Included	Included			Included
ACT Details per A-540	Included	Included	Included	Included	Included			Included
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included	Included	Included	Included			Included
Include Compression struts per 2/A-540	Included	Included	Included	Included	Included			Included
Read and abide by all Notes on sheet	Included	Included	Included	Included	Included			Included
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320			2,320
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600	600	600	600			Included
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included	Included	Included	Included			Included
Acoustical Wall Panels								
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	34,660	34,660	34,660	34,660	24,400			34,660
AWP Type 1, Keynote 10.54					Included			
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight					Included			
Tackable Wall Panels					10,000			
Finish Schedule A-612:					Included			

Bid Evaluation Report



Acoustical Ceilings

Marshall Classroom Building

Description	Alert Insulation	Subcontractors			Prime Acoustics	Hamilton Ceiling Systems	
		Standard Drywall	Commercial Interiors	CG Chaney			
W5-Tackboard panel over gypsum board, Keynote 10.50					Included		
Color (not listed) provide per MFR standard color palette					Included		
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Corning, Johns Manville, Knauf or equal					Included		
Thickness of panels per Sound absorption coefficient requirement per tabulated values 09 8434,1.03,D					Included		
Provide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.					Included		
Include all mounting hardware, concealed types, individually removable					Included		
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410					Included		
Interior elevations at classrooms A-220					Included		
Tackboard Floor to Ceiling see 3/A-530					Included		
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter					Included		
Installed directly over drywall walls					Included		
ARC:5					(24,400)		
TOTALS		79,080	90,610	80,070	73,355	48,320	80,680
Recommendation:		Amount					
Prime Acoustics		48,320					

Bid Evaluation Report



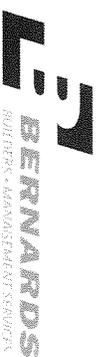
Acoustical Ceilings

Marshall Classroom Building

Subcontractors

Description	Ceiling Experts	Call-USA	Nelson Adams Naco	Tech-Wall	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	65,000	39,982	AWP Only	AWP Only		
Spec #: 09 5123 - Acoustical Tile Ceilings	N/A	Included	N/A	N/A		
	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings						
Reflected Ceiling Plans A-121 to A-122	Included	Included				
	Included	Included				
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included				
MFR - Armstrong, CertainTeed or USG	Armstrong	CertainTeed				
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included				
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included				
ACT Details per A-540	Included	Included				
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included				
Include Compression struts per 2/A-540	Included	Included				
Read and abide by all Notes on sheet	Included	Included				
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600				
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included				
0						
Acoustical Wall Panels						
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	85,000	56,448	16,736	25,084		
AWP Type 1, Keynote 10.54	Included	Included	Included	Included		
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+ /ly weight	Included	Included	9,000	Included		
Tackable Wall Panels	10,000	10,000	10,000	9,576		
Finish Schedule A-612:	Included	Included	Included	Included		

Bid Evaluation Report



Acoustical Ceilings

Marshall Classroom Building

Subcontractors

Description	Ceiling Experts	Call-USA	Subcontractors		Tech-Wall	Job Number	1641
			Nelson Adams Naco			Bid Date	6/7/2017
						Date Printed	7/27/2017
W5-Tackboard panel over gypsum board, Keynote 10.50	Included	Included	Included	Included	Included		
Color (not listed) provide per MFR standard color palette	Included	Included	Included	Included	Included		
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Corning, Johns Manville, Knauf or equal	Included	Included	Included	Included	Included		
Thickness of panels per Sound absorption coefficient requirement per tabulated values 09 8434,1.03,D	Included	Included	Included	Included	Included		
Provide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.	Included	Included	Included	Included	Included		
Include all mounting hardware, concealed types, individually removable	Included	Included	Included	Included	Included		
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410	Included	Included	Included	Included	Included		
Interior elevations at classrooms A-220	Included	Included	Included	Included	Included		
Tackboard Floor to Ceiling see 3/A-530	Included	Included	Included	Included	Included		
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter	Included	Included	Included	Included	Included		
Installed directly over drywall walls	Included	Included	Included	Included	Included		
ARC.5							
TOTALS	160,600	107,030	35,736	34,660	0	0	0
			AWP Only	AWP Only			
Recommendation:	Amount						
Prime Acoustics	48,320						

Bid Evaluation Report



Carpet & Resilient Flooring

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Subcontractors				Job Number	Bid Date	Date Printed
	Reliable Flooring	JJJ Flooring	Floor Tech America	Continental Flooring			
Base Bid	59,951	64,560	76,887	65,126			
Spec #: 09 6513 - Rubber Base	Included	Included	Included	Included			
Spec #: 09 6519 - Resilient Tile Flooring	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	30 Days	Included	Included	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
Flooring							
Minor Floor Prep	Included	Included	Included	Included			
Testing for PH and Moisture	Included	Included	Included	Included			
Remediation if Applicable	Included	Included	Included	Included			
Resilient Flooring and Rubber Base							
Finish Schedule A-612, F2-Linoleum Tile, B1-4" Vinyl Resilient Base	Included	Included	Included	Included			
MFR - Forbo, Marmoleum Composition Tile (MCT) 13"x13", 2mm thk, pattern & color by Architect	Included	Included	Included	Included			
Include all adhesives & sealants	Included	Included	Included	Included			
Heat-welding of seams with color-matched color rods	6,700	6,700	6,700	6,700			
Resilient Base - Rubber, Cove, 4", preformed inside & outside corners	Included	Included	Included	Included			
MRF - Burke/Mercer, Roppe/Pinnacle, Flexco or equal	Included	Included	Included	Included			
F2 at All Classrooms	Included	Included	Included	Included			
B1 at All Classrooms, storage, back of house rooms	Included	Included	Included	Included			
F2 MCT in Elevator Cab (not listed but include)	640	640	640	640			
Include cleaning of floors after installation per specs	Included	Included	Included	Included			
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320			
Include initial maintenance "starter kit" from manufacturer and conducted (1st time) by flooring sub spec 3.08.B	Included	Included	Included	Included			
Include protection of floors after installation per specs	Included	Included	Included	Included			
TOTALS	69,611	74,220	86,547	74,786	0	0	
Recommendation:	Amount						
Reliable Flooring	69,611						

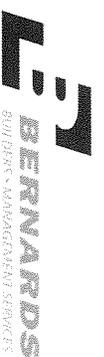
Bid Evaluation Report

Painting

Marshall Classroom Building

Description	Subcontractors				Job Number	Date Printed	Valley Painting
	Vanguard	Borbon Inc	Triumph Painting	Prime Painting			
Base Bid	53,100	102,000	155,800	185,000	0	0	
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included			
Spec #: 09 9000 - Paints and Coatings	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	Included	Included	90 Days	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
Painting and Coating							
BOD - Dunn Edwards or Equal	Included	Included	Included	Included			
Colors TBD	Included	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included	Included			
F1-Sealed Concrete	w/ waterproofing	w/ waterproofing	w/ waterproofing	w/ waterproofing			
P1-Interior Semi-Gloss Paint	Included	Included	Included	Included			
P2-Interior Gloss Paint	Included	Included	Included	Included			
P3-Clear Sealant	Included	Included	Included	Included			
(3) Top Coats and (1) Coat Primer	Included	Included	Included	Included			
Exterior Plaster Walls & Soffits - 4 coats	Included	Included	Included	Included			
Interior Walls, Soffits and Ceilings, 4 coats	Included	Included	Included	Included			
Exterior & Interior HM Door Frames, 3 coats	Included	Included	Included	Included			
Exterior & Interior HM Doors, 3 coats	Included	Included	Included	Included			
Exterior & Interior Wood Doors, 4 coats	Included	Included	Included	Included			
All Exposed Steel to be Primed with Zinc Coating to Receive Paint (RFI #38)	Included	Included	Included	Included			
Paint Steel Stair Pans, Columns, Stringers, Guardrails and Handrails (RFI #38)	Included	Included	Included	Included			
All Exposed Metal on Roof to be Galvanized per Spec, No Paint Finish (RFI #47)	Included	Included	Included	Included			
Etching galvanized guardrails, handrails & stairs prior to painting	Included	Included	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included			
Shop-Primed Items	Included	Included	Included	Included			
High Performance Coating at Ext. Hand and Guardrails	Not Included	Not Included	Not Included	Not Included			
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included			
HSS Steel at Ext. exposed Columns & Beams	Included	Included	Included	Included			
Cleanup of all your work	Included	Included	Included	Included			
Touch-Up Painting Allowance	5,092	5,092	5,092	5,092			

Bid Evaluation Report



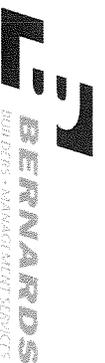
Painting

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	1641
	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Date Printed	6/7/2017
Joint Sealant Work Allowance	2,500	2,500	2,500	2,500	7/27/2017	7/27/2017
Hedge	26,800					
ARC:1	2,000	2,000	2,000	2,000		
ARC:4	10,700	11,000	11,000	11,000		
ARC:5	3,000	3,000	3,000	3,000		
ARC:17	(1,000)	(1,000)	(1,000)	(1,000)		
TOTALS	102,192	124,592	178,392	207,592	0	0
Recommendation:	Amount					
Vanguard	102,192					

Bid Evaluation Report



Building Specialties

Marshall Classroom Building

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Div	Description	Amount	Recommended Subcontractor	Bids Received
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10 44 00	Fire Extinguishers & Specialties	3,045	BL Wilcox (\$3,045 Supplier)	3
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See sheet A-111 & A-112 for locations of FEC

1st fl Keynote 10.51 - Fire Extinguisher Cabinet

Semi-Recessed, see 6&7/A-530

2nd fl Keynote 10.55 - Fire Extinguisher Cabinet

Semi-Recessed, see 6&7/A-530

1st Fl (8 ea)

2nd Fl (1 ea)

Provide rated cabinet at rated wall per note on 7/A-530

Semi Recessed FEC Max. Projection 4" (RFI #32)

10 50 50	Lockers	46,600	Inland Empire	1
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Added Spec Section in RFI #9 - Section 10505 dated 5/23/2017

See Accessible Locker Calculations on sheet A-411, total of 8

MFR - DeBourgh Manufacturing Co. or equal

Interior Elevations A-224, see Keynotes

12.10 - 12"x12" triple stack locker, see 13/A-530

12.13 - Accessible locker, see 13/A-530

12.31 - 20"x48" Accessible Locker room bench (handwritten on bottom of keynotes legend)

1-Tier Lockers per detail 13/A-530 - None shown

2-Tier Lockers per detail 13/A-530 - None shown

3-Tier Lockers per 13/A-530

At Boys Changing Room - 1/A-411, total of 32, 3-tier

Accessible at Boys Changing Room - 1/A-411, total of 1 ea

At Girls Changing Room - 1/A-411, total of 32, 3-tier

Accessible at Girls Changing Room - 1/A-411, total of 1 ea

At Girls Changing Room - 1/A-411, total of 32, 3-tier

Accessible at Girls Changing Room - 1/A-411, total of 1 ea

Include Locker base at stud wall installation per 15/A-530

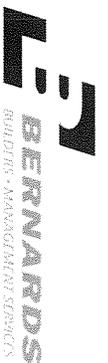
Coordinate blocking & backing w/ Framer

At concrete slab use anchor bolts per detail 3/8" dia 3" embedment

6" Upturned C/P concrete base w/ tooled radius at lockers - 14 & 15/A-530

w/ Concrete

Bid Evaluation Report



Building Specialties

Marshall Classroom Building

Job Number **1641**
Bid Date **6/7/2017**
Date Printed **7/27/2017**

Div	Description	Amount	Recommended Subcontractor	Bids Received	
N/A	Misc Site Furnishings	0	Bernards		
	None Noted				
N/A	Misc Equipment (TV's)	6,000	Bernards		
	TV Wall Brackets - 1/A-531	Included			
	MFR not listed, size is 2'-5"X2'	Included			
	Furnished	by District			
	Installed	Included			
	Coordinate blocking & backing w/ framing sub	Included			
	TV's in Classrooms	by District			
	60" Flat Screen by District	by District			
	Final hook-up, connection to Teachers computer	by District			
	Total	55,645			

Bid Evaluation Report



Visual Display Boards

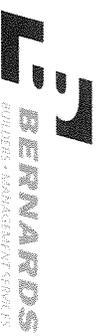
Marshall Classroom Building

Subcontractors

Job Number: 1641
 Bid Date: 6/7/2017
 Date Printed: 7/27/2017

Description	ABC School Equipment		Nelson Adams Naco Inc.		0	0	0	0
	ABC School Equipment	Nelson Adams Naco Inc.	ABC School Equipment	Nelson Adams Naco Inc.				
Base Bid	275,308	208,582						
Spec #: 101101	Included	Included						
Spec #:								
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included						
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included						
Acknowledgment of RFT's 1-75 dated 6.5.17	Included	Included						
Bid Good for 60 Days	60 Days	Included						
Prevailing Wage	Included	Included						
Pregualified per Oxnard School District Standards	N/A	N/A						
Attachment C Acknowledgement	N/A	N/A						
Visual Display Boards								
Finish Schedule A-612:	Included	Included						
W4 - Marker Board Panel over gypsum board	Included	Included						
Interior Elevations sheets A-220 to A-223	Included	Included						
Keynote 10.52-Markerboard Surface from floor to ceiling, Standard panel size 5'x10'	Included	Included						
Keynote 12.26 - 3'-2"x10' Sliding Marker Board, see 10/A-530	Included	Included						
Keynote 12.27 - (2) 2'-8"x10' Sliding Marker Boards, see 10/A-530	Included	Included						
MFR - MooreCo, Claridge or Polyvision or Equal	Platinum Visual	Nelson Adams Naco						
There is a Marker Board Sliding Door Schedule listing all the rooms to receive them on A-610	Included	Included						
Horizontal Sliding Unit Wall System Assembly per 10/A-530	Included	Included						
Furnished AND Installed	Included	Included						
First Floor Classrooms - total of 19 each	Included	Included						
Second Floor Classrooms - total of 23 each	Included	Included						
ARC.4	(60,500)	(60,223)						
TOTALS	214,808	148,359	0	0	0	0	0	0
Recommendation:	Amount	148,359						
Nelson Adams Naco Inc.	148,359							

Bid Evaluation Report



Signage

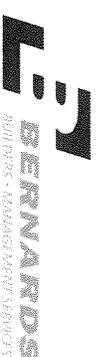
Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	AGS	Subcontractors			Braille Signs, INC	Job Number	Bid Date	Date Printed
		John Pence Bldg Spec.	CA Signs					
Base Bid	6,150	10,130	11,471	15,302				
Spec #: 10 1400 - Signage	Included	Included	Included	Included				0
Spec #:								0
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included				
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included				
Bid Good for 60 Days	Included	Included	Included	Included				
Prevailing Wage	Included	Included	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A	N/A	N/A				
Signage	Included	Included	Included	Included				
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included				
Signage & Fire Extinguisher Plans - G-006	Included	Included	Included	Included				
Signage Details sheet - A-550	Included	Included	Included	Included				
Room Signs - 1/A-550	Included	Included	Included	Included				
Toilet room door signage - 3/A-550	Included	Included	Included	Included				
Fire Riser door signage - 5/A-550	200	Included	Included	Included				
Exit Signs - 6,7,8/A-550	Included	Included	Included	Included				
Typical Classroom I.S.A signage - 9/A-550	Included	Included	Included	Included				
Restroom Signs - Girls, Boys, Unisex, Staff - Wall & Door signage 3,11,13,14/A-550	Included	Included	Included	Included				
Fire Alarm Panel Control - 12/A550	Included	Included	Included	Included				
Electrical & Not an exit signage 15/A-550	Included	Included	Included	Included				
Maximum occupancy signage - 16/A550	Included	Included	Included	Included				
Stenciling on Rated Walls Signage - 19/A-550	w/ Drywall	w/ Drywall	w/ Drywall	w/ Drywall				
Warning sign - 20/A-550	300	Included	Included	Included				
Fire Extinguisher Signage - 6/A-530, G-006 (17 ea)	2,975	Included	Included	Included				
Assistive Listening Signage	250	Included	Included	Included				
ADA Signage	Included	Included	Included	Included				
Ext. Aluminum Letters, or Painted Bldg # (No Callouts on Elevations)	750	750	750	750				
See Spec Section for several other signs as required	Included	Included	Included	Included				
Site Signage at Fire Lane shown on Site Plan A-101	w/ Striping	w/ Striping	w/ Striping	w/ Striping				
Site Signage at Re-Striped existing parking lot shown on A-102, 104, 105	w/ Striping	w/ Striping	w/ Striping	w/ Striping				
Temporary project signage	2,000	2,000	2,000	2,000				
TOTALS	12,625	12,880	17,196	18,302				0
Recommendation:	Amount							0
AGS	12,625							

Bid Evaluation Report



Toilet Compartments & Accessories

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh			
Base Bid	31,400	23,200	30,700	34,192	1641	6/17/2017	
Spec #: 10 2113.17 - Phenolic-Core Shower & Dressing Compartments	Included	Included	Included	Included			
Spec #: 10 2800 - Toilet Accessories	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	30 Days	Included	Included	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
Toilet Compartments	Included	Included	Included	Included			
Solid Phenolic MFR by Formica, Trespa, Pionite ore equal	Accutec	Included	Included	Included			
Galaxy hardware, Series 8033	Included	Included	Included	Included			
Fire Rated Class B for ASTM E84	Included	Included	Included	Included			
Overhead braced	Included	Included	Included	Included			
Accessible compartments	Included	Included	Included	Included			
Standard compartments	Included	Included	Included	Included			
Urinal Screens	Included	Included	Included	Included			
Vestibule Screens	Included	Included	Included	Included			
No colors selected, include standard color palette in your bid	Formica Sparkle	Formica or Wilsonart	Black	Standard Color			
Toilet Accessories	Included	Included	Included	Included			
MFR - Bobrick or approved equal	Included	Included	Included	Included			
Interior Elevations A-224, see Keynotes	Included	Included	Included	Included			
10.03 - Tactile room name & number signage 1/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage			
10.03 - Toilet room door signage 3/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage			
10.32 - Paper towel dispenser & Waste receptacle 1/A-535	Included	Included	Included	Included			
10.33 - Surface mounted soap dispenser 1/A-5353, B-2111	Included	Included	Included	Included			
10.34 - Multi-roll toilet tissue dispenser, semi recessed 1/A-5353, B-3888	Included	Included	Included	Included			
10.36 - Grab bar - 1, 8 & 10/A-5353, B-6806 series, length per drawing	Included	Included	Included	Included			
10.37 - Seat cover dispenser 1/A-5353, B-221	Included	Included	Included	Included			
10.39 - Mirror 18"x30" 1/A-5353, B-292	Included	Included	Included	Included			
10.41 - Accessible side toilet stall 11/A-5353	Included	Included	Included	Included			
Janitor Closet Accessories	Included	Included	Included	Included			

Bid Evaluation Report



Toilet Compartments & Accessories

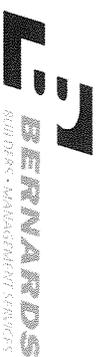
Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Subcontractors				Amount
	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh	
Mop & Broom Holder (4 Holders) B-223 x 36"	Included	Included	Included	Included	
Not Keynoted, but listed in Spec Section:					
Hand Dryer, World Dryer Model XRA	4,200	4,200	4,200	Included	
Sanitary Napkin Disposal, Recessed B-353 or Partition Mounted B-354	Included	4,800	Included	Included	
Sanitary Napkin Dispenser, Recessed B-3706 25	1,000	1,000	1,000	1,000	
Keys at locked dispensing units, keyed alike	Included	Included	Included	Included	
Other Potential Items:					
Backpack Hooks in Rooms	Excluded	Excluded	Excluded	Excluded	
ARC.14	(4,200)	(4,200)	(4,200)	(4,200)	
TOTALS	32,400	29,000	31,700	30,992	0
Recommendation:					
YTI Enterprises	Amount 29,000				

Bid Evaluation Report



Window Coverings

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number Bid Date	Date Printed Shevard & Son & Sons
	A1 Quality Blinds	Digital Decora	Contract Décor	Diversified Window		
Base Bid	10,000	15,440	16,340	21,248	1641	6/7/2017
Spec #: 12 2413 - Roller Window Shades						7/27/2017
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 Days	Included	90 Days	90 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Pregualified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Window Coverings	Included	Included	Included	Included	Included	
MFR - Levelor, HD, Spring	Included	Included	Included	Included	Included	
New Classroom Building	Included	Included	Included	Included	Included	
All Windows Interior and Exterior	Included	Included	Included	Included	Included	
Motor Operated (Where Shown)	Excluded	Excluded	Excluded	Excluded	Excluded	
MFR - ElectroShade by Mechoshade Systems or approved equal	Excluded	Excluded	Excluded	Excluded	Excluded	
Manual Operated at all windows	Included	Included	Included	Included	Included	
MFR - Mechno/5 by Mechoshade Systems or approved equal	Hunter Douglass	Lutron Contract	FlexShades	Included	Included	
Provide a complete operated system including fabric, mounting spline, end caps, fascia, filters, side channels, center channels, anchors and fasteners	Included	Included	Included	Included	Included	
Fabric "AV Blackout shade my Mechoshade or equal	Included	Included	Included	Included	Included	
TOTALS	10,000	15,440	16,340	21,248	27,860	0
Recommendation:	Amount					
A1 Quality Blinds	10,000					
Alternates						
RFI #25						
Alt #1: Manual Roller Shades at Larger Sectional Doors at Classrooms	9,000	12,628	20,820	Excluded	20,820	
Alt #2: ADD for Motorized Roller Shades at Larger Sectional Doors at Classrooms	13,500	37,552	41,930	Excluded	41,930	

Bid Evaluation Report



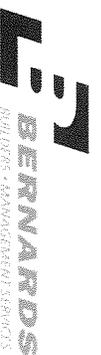
Final Cleaning

Marshall Classroom Building

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Subcontractors			Job Number	Bid Date	Date Printed
	AAA Express Janitorial	All-Pro Bidg Maintenance	Commercial Const Cleaning			
Base Bid	2,700	28,760	22,550			
Spec #: N/A	N/A	N/A	N/A			
Furnished, Installed, FOB jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	Included	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	Included	N/A	N/A			
Attachment C Acknowledgement	Included	N/A	N/A			
Final Construction Cleaning						
Provide all safety equipment, hard hats, gloves, eye protection & vest	Included	Included	Included			
Include all cleaning tools, ladders, mops, brooms, towels, etc.	Included	Included	Included			
Clean elevator, inside & out	500	Included	Included			
Clean interior windows & mullions	Included	Included	Included			
Clean exterior windows	3,500	Included	Included			
Clean all cabinets, counter & millwork	Included	Included	Included			
Clean inside cabinets & drawers, shelves, bookcases	1,500	Included	Included			
Clean all door frames, hardware & kick-plates	Included	Included	Included			
Wipe clean baseboards	Included	Included	Included			
Wipe clean lights & T-bar ceiling (as required)	Included	Included	Included			
Vacuum all carpeted areas	Included	Included	Included			
Clean all air return grills	Included	Included	Included			
Clean all items attached to walls-FEC, MEP devices, signage marker bds, etc.	1,500	Included	Included			
Wipe, clean mech & elec rms equip, ductwork, conduit & piping	1,500	Included	Included			
Clean Boy's & Girl's restrooms & locker rooms	Included	Included	Included			
Clean plumbing fixtures, toilet part, sinks, mirrors, tops, toilets, lockers, etc.	2,500	Included	Included			
Clean tile floors & walls	2,500	Included	Included			
Sweep & mop all floors	Included	Included	Included			
Wax, 3-coat, all VCT floors	2,500	Included	Included			
Sweep & mop all exterior walkways, corridors, stairways & gurradrails	2,500	Included	Included			
Sweep & power wash ext bldg walks, sidewalk & hardscape	3,500	Included	3,500			

Bid Evaluation Report



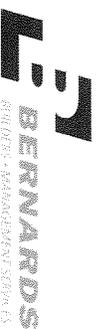
Final Cleaning

Marshall Classroom Building

Subcontractors

Description	AAA Express Janitorial	All-Pro Bldg Maintenance	Commercial Const. Cleaning	Job Number	1641
					Bid Date
				Date Printed	7/27/2017
Prevailing Wage rates requirements	5,000	Included	Included		
T&M rate per employee			\$79.80/hr		
TOTALS	29,700	28,760	26,050	0	0
Recommendation:		Amount			
Commercial Const Cleaning		26,050			

Bid Evaluation Report



Elevators

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Kone, Inc.	Republic Elevator				
Base Bid	195,850	ALT: \$89,860				
Spec #: 14 2123 - Machine-Room-Less Electric Traction Passenger Elevators	Included	No Use Hydro				
Bond Rate	Bond at	Bond at				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	60 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Elevators						
Deferred Approval - Elevator Guide Rails, G-001	Included	Included				
MFR, BOD - Kone EcoSpace Gearless Traction Elevator	Included	Twin Jack, Holeless				
Hoist Beam, Guide Rails per specs	w/ Steel	w/ Steel				
Pit ladder 13/A-561, notes states by Elev Mfr	w/ Steel	w/ Steel				
Continuous plate PL 3/16"x3" cont across hoistway	w/ Steel	w/ Steel				
5&7/A-561	Included	Included				
Bldg I - New Classroom Building	Included	Included				
Elevator No. 1: 3500#, 150ft/min, 2 Stops, 2	Included	Included				
Openings per Specs	Included	Included				
Includes all info for Elevator Details shown on sheet A-561	Included	Included				
Cab Interior Finishes - brushed SS at walls, front & doors w/ alum tube rail, ceiling translucent panels, alum threshold, floor (by others)	Included	Included				
Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see det 4/A-541 (no sheet A-541 provided)	Exclude/Qualify	Exclude/Qualify				
Make Connection Between Fire Alarm Relay and Elevator Controller	Included	Included				
Elevator Hostway Scaffolding	Included	Included				
Hoisting	Included	Included				
Textura invoice system	360	360				
ARC.10	(196,210)	89,860				
TOTALS	0	90,220	0	0	0	0
Recommendation:	Amount					
Republic Elevator	90,220					

Bid Evaluation Report



Fire Sprinklers

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Subcontractors			Job Number	Bid Date	Date Printed
	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire			
Base Bid	276,600	123,456	126,266			
Spec # : 21 1000 - Fire Protection	Included	Included	Included			
License Designation C-16, Fire Protection Contractor	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	60 Days	30 Days	30 days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	No	Yes	Yes			
Attachment C Acknowledgement	Included	Included	Included			
Furnish & Install Fire Sprinkler System	Included	Included	Included			
Building 1, Classroom Building per FP sheets - FP-001 to 005	Included	Included	Included			
<i>Manufacturer - Tyco</i>	Included	Included	Included			
Complete Wet Pipe Automatic Sprinkler System	Included	Included	Included			
UL Approved Black Steel Piping, SCH 40 w/ Cast or Ductile Iron Screwed Fittings - 2" and Smaller	Included	Included	Included			
UL Approved Black Steel Piping, SCH 40 w/ Rolled Grooved Ends, Grooved Fittings and Mechanical or Welded Outlets - 2.5" and Larger	Included	Included	Included			
Complies with NFPA 13, 2013 ED., DSA, and Local AHJ Requirements	Included	Included	Included			
POC from 6" AFF, 4x3 Flexible GRC	Included	Included	Included			
3" Fire Riser at Bldg - 1/FP-002	Included	Included	Included			
Connect 6" Underground Fire Department Connection	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
4" Double Detector Check Valve Backflow Preventer (1/FP-02)	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Standard Upright, Pendant, Sidewall Sprinklers	Included	Included	Included			
Concealed Heads in Finished Ceilings w/ Cover Plate	Included	Included	Included			
Flush Sidewall Head in Soffits	Included	Included	Included			
Brass or White Finish	Included	Included	Included			
All Underground Piping as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Piping Distribution (Risers, Mains & Branch Lines)	Included	Included	Included			
Upright Sprinkler Deflectors as Shown	Included	Included	Included			
Provide Head Guards as Required	Included	Included	Included			
Head Box w/ Spare Heads and Wrenches	Included	Included	Included			
Install Ceiling Tiles w/ Sprinkler Heads in Panels Where Required (FP-03)	Included	Included	Included			

Bid Evaluation Report



Fire Sprinklers

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Subcontractors			TOTALS	Recommendation:
	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire		
Install sprinklers in elevator shaft and elevator equipment, not shown	2,500	2,500	2,500		
All Seismic Bracing, Hangers, Embeds as Required	Included	Included	Included		
Sleeves as Required	Included	Included	Included		
Floor Blockouts, Coring, Saw Cutting as Required	Included	Included	Included		
All Gauges, Valves, Flow and Tamper Switches	Included	Included	Included		
Valve Seals, Tags, Safety Markers, and Charts	Included	Included	Included		
Electric Bell	Included	Included	Included		
Sound and Vibration Control	Included	10,000	Included		
Furnish Access Panels as Required	Included	Included	1,250		
Excavation and Backfill as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities		
Fire Caulking / Sleeves / Firestopping	Included	Included	1,250		
Permits / Plan Check / Inspections / Testing / Fees	1,000	1,000	1,000		
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included	Included		
Calculations / Engineered Plans / Shop Drawings	Included	Included	2,500		
BIM Coordination	5,000	5,000	5,000		
As-Builts and Record Documents	Included	Included	Included		
Hoisting of Own Material as Required	Included	Included	Included		
Schedule and Pay for State and Local Inspections	1,500	1,500	1,500		
TOTALS	286,600	143,456	151,266	0	0
Recommendation:	Amount				
J.G. Tate Fire Protection	143,456				

Bid Evaluation Report



Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commercial	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Job Number	
					Suttles Plumbing	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	315,100	349,530	335,765	416,610	412,000	
Spec #: 22 0500 - Basic Materials and Methods	Included	Included	Included	Included	Included	
Spec #: 22 0553 - Identification	Included	Included	Included	Included	Included	
Spec #: 22 0700 - Insulation	Included	Included	Included	Included	Included	
Spec #: 22 0800 - Equipment and Systems Tests	Included	Included	Included	Included	Included	
Spec #: 22 1100 - Domestic and Industrial Water Systems	Included	Included	Included	Included	Included	
Spec #: 22 1300 - Drainage System	Included	Included	Included	Included	Included	
Spec #: 22 4000 - Plumbing Fixtures	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	30 Days	60 Days	60 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	No	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Fixtures w/ Associated Connections	Included	Included	Included	Included	Included	
Plumbing Fixtures	Included	Included	Included	Included	Included	
Water Closet, Floor-Mounted ADA (WC-1 & WC-2)	Included	Included	Included	Included	Included	
Lavatory w/ Manual Metering Faucet, Wall-Mounted ADA (L-1 & L-2)	Included	Included	Included	Included	Included	
Waterless Urinals (UR-1)	Included	Included	Included	Included	Included	
Classroom Sink w/ Manual Metering Faucet (S-1)	Included	Included	Included	Included	Included	
ADA Hilo Stainless Drinking Fountain (DF-1)	Included	Included	Included	Included	Included	
Service Sinks (SS-1)	Included	Included	Included	Included	Included	
Floor Drains (FD-1)	Included	Included	Included	Included	Included	
Hose Bibbs (HB-1)	Included	Included	Included	Included	Included	
Hose Bibbs on Landscape Drawings (RFI# 10)	2,000	2,000	2,000	2,000	2,000	
Trap Primers (TP-1)	Included	Included	Included	Included	Included	
Roof / Overflow Drains (RD-1 & OD-1)	Included	Included	Included	Included	Included	
Cleanouts	Included	Included	Included	Included	Included	
Gas Shut-Off Valves	Included	Included	Included	Included	Included	
Water Hammer Arrestors	Included	Included	Included	Included	Included	
All Fixtures Meet ADA	Included	Included	Included	Included	Included	
Commercial Grade Toilet Seats	Included	Included	Included	Included	Included	
Special Wrenches for Servicing	250	Included	Included	Included	Included	
Faucet Repair Kits	1,000	Included	Included	1,000	Included	
Furnish & Install All Plumbing Equipment w/ Associated Connections	Included	Included	Included	Included	Included	

Bid Evaluation Report



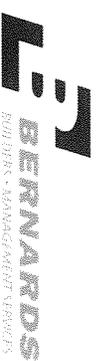
Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Job Number	
					Suttles Plumbing	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
<i>Manufacturers per P-001</i>	Included	Included	Included	Included	Included	
Tankless Gas Water Heaters (WH-1 & WH-2)	Included	Included	Included	Included	Included	
Circulating Pump (CP-1)	Included	Included	Included	Included	Included	
Expansion Tanks (ET-1)	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Piping	Included	Included	Included	Included	Included	
Hot and Cold Water Piping	Included	Included	Included	Included	Included	
Copper Type L Lead-Free Piping	Included	Included	Included	Included	Included	
<i>1. Lead-Free stops and white painted wire supply</i>	Included	Included	Included	Included	Included	
Waste and Vent Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Storm and Roof Drain Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Gas Piping	Included	Included	Included	Included	Included	
Schedule 40 Steel	Included	Included	Included	Included	Included	
Condensate Piping, HVAC	Included	Included	Included	Included	Included	
Copper Type M, Lead-Free	Included	Included	Included	Copper Type L	Included	
Connect Sewer, Storm Drain and Domestic Water	Included	Included	Included	Included	Included	
Service 5' Out	Included	Included	Included	Included	Included	
Piping Insulation as Required	Included	Included	Included	Included	Included	
Temporary Water for Construction Use (Meter by Others)	13,400	13,400	13,400	13,400	13,400	
Galvanize Flashings, Roof Jacks, Pipe Collars as Required	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
BIM Coordination	10,000	17,500	10,000	10,000	10,000	
Caulking and Sealants as Required	Included	Included	Included	Included	Included	
Fire Caulking, Sleeves, Fire Stopping as Required	Included	Included	Included	Included	Included	
Drilling, Boring, Cutting, Notching as Required	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
Supports, Anchors, Seismic Bracing as Required	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	4,642	4,642	4,642	4,642	4,642	
Vibration Isolation	Included	Included	Included	Included	Included	
Access Panels as Required, Furnish Only	Included	Included	Included	Included	Included	
All Related Trenching and Backfill to 90%	Included	Included	Included	Included	Included	
Flush, Chlorinate, Disinfect and Sterilize Domestic Water	Included	Included	Included	Included	Included	
Haul Off Spoils Generated by Own Work	2,470	10,000	2,925	Included	20,000	
Provide and connect water line to construction trailer	3,350	3,350	3,350	3,350	3,350	
Temporary tool/storage bins	1,400	1,400	1,400	1,400	1,400	
Temporary Toilets	2,100	2,100	2,100	2,100	2,100	

Bid Evaluation Report



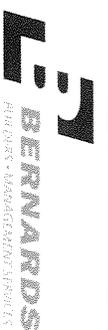
Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Temporary Handwash facilities	2,100	2,100	2,100	2,100	2,100		
ARC:27	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)		
TOTALS	355,312	403,522	375,182	454,102	473,850		0
Recommendation:						Amount	
City Commerical						355,312	

Bid Evaluation Report



HVAC

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Climate Control	J.R. Barto	Sheldon Mechanical	WR Robbins Co.
Base Bid	610,090	544,600	435,800	440,000
Spec #: 23 0000 - General Provisions	Included	Included	Included	Included
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included
Spec #: 23 0548 - Vibration Isolation and Seismic Restraints	Included	Included	Included	Included
Spec #: 23 2500 - Water Treatment	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude
Spec #: 23 3100 - Air Transmission and Distribution System	Included	Included	Included	Included
Spec #: 23 8000 - Air Conditioning and Air Handling Management	Included	Included	Included	Included
Spec #: 23 9000 - Building Management System	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	90 Days	60 Days
Prevailing Wage	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	No	Yes	Yes	Yes (Chapman Air Systems, Inc.)
Attachment C Acknowledgement	Included	Included	Included	Included
Furnish & Install All HVAC Equipment				
Building Equipment	Included	Included	Included	Included
Roof-Mounted Package Units w/ Spring Isolators and Curb, AC1-AC12 - Carrier	Included	Included	Included	Included
Roof-Mounted, Exhaust Fans - Loren Cook	Included	Included	Included	Included
Ductless Split AC Units - Mitsubishi	Included	Included	Included	Included
Heating Ventilator Air Units - Reznor	Included	Included	Included	Included
Factory Curbs/ Install	Included	Included	Included	Included
Furnish & Install All Ductwork and Distribution				
Sheet Metal Lined Round Ducts	Included	Included	Included	Included
Sheet Metal Rectangular Ducts	Included	Included	Included	Included
Flexible Round Ducts	Included	Included	Included	Included
Building Distribution	Included	Included	Included	Included
Supply, Return and Exhaust Ductwork	Included	Included	Included	Included
Ceiling Supply/Return/Exhaust Diffusers	Included	Included	Included	Included
Supply/Return/Exhaust Air Side Grilles	Included	Included	Included	Included
Side Wall Mounted Transfer Grilles	Included	Included	Included	Included
Outdoor Exhaust Grilles	Included	Included	Included	Included
Fire/Smoke Dampers	Included	Included	Included	Included
90° Elbows at Ceiling Diffusers	Included	Included	Included	Included
Sound Boots as Required	Included	Included	Included	Included
Sheet Metal Louvers	Included	Included	3,800	Included

Bid Evaluation Report



HVAC

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Climate Control				Mechanical			
	J.R. Barto	Sheldon	WR Robbins Co.		J.R. Barto	Sheldon	WR Robbins Co.	
Backdraft Dampers at Exhaust as Required	Included	Included	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/1M505	w/ Plumbing 10,050	w/ Plumbing 10,050	w/ Plumbing 10,050	w/ Plumbing 20,000				
22 ga galv hoods at roof ductwork per 4/M-510								
Furnish & Install HVAC Controls	Included	Included	Included	Included	Included	Included	Included	
Energy Management and Building Management Control Systems (DDC)	Included	Included	Included	Included	Included	Included	Included	
<i>MFR - Aleton</i>	Included	Included	Included	Included	Included	Included	Included	
Tie-In Controls w/ Current EMS Already Serving the Existing Campus (RFI #29)	Included	Included	Included	Included	Included	Included	Included	
All Low Voltage Wiring for Own Systems	Included	Included	Included	Included	Included	Included	Included	
All Duct Supports, Seismic Restraints, and Bracing as Required	Included	Included	Included	Included	Included	Included	Included	
HVAC Mounting - M.W. Sausse & Co, Vibrex VIC-EQ w/ Spring Mounts M-521	Included	Included	Included	Included	Included	Included	Included	
All Piping and Duct Insulation as Required	Included	Included	Included	Included	Included	Included	Included	
All Mechanical Piping as Shown on Plans	Included	Included	Included	Included	Included	Included	Included	
Sound and Vibration Control	Included	Included	Included	Included	Included	Included	Included	
Access Panels as Required - Furnish Only	Included	3,500	Included	Included	Included	Included	Included	
All Required Signage and Identification Labels	Included	Included	Included	Included	Included	Included	Included	
Splay Wires for HVAC Registers and Grilles as Required	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	
Safety walk and progressive cleanup	6,218	6,218	6,218	6,218	6,218	6,218	6,218	
Construction Filters and Final Filters	Included	Included	Included	Included	Included	Included	Included	
All Sheet Metal Flashings as Required	Included	Included	Included	Included	Included	Included	Included	
Firestopping at Penetrations	Included	2,000	Included	Included	Included	Included	Included	
Testing and Balancing	Included	Included	Included	Included	Included	Included	Included	
Duct Pressure Testing	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	
Hoisting of Own Material as Required	Included	Included	Included	Included	Included	Included	Included	
BIM Coordination	6,700	6,700	6,700	6,700	6,700	6,700	6,700	
ARC.11	(56,000)	(56,000)	(56,500)	(56,000)	(56,000)	(56,000)	(56,000)	
ARC.24	(42,000)	(42,000)	(42,600)	(42,000)	(42,000)	(42,000)	(42,000)	
TOTALS	535,057	475,068	366,968	374,918	0	0	0	
Recommendation:	Amount							
Sheldon Mechanical	366,968							

Bid Evaluation Report



Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number		
					Siemens	1641	
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Base Bid	1,241,580	1,075,100	989,000	1,020,000		Fire Alarm Only	
Division 26 - Electrical	Included	Included	Included	Included			
Spec #: 26 0126 - Inspection Test and Acceptance	Included	Included	Included	Included			
Spec #: 26 0500 - Common Work Results for Electrical	Included	Included	Included	Included			
Spec #: 26 0513 - Basic Electrical Materials and Methods	Included	Included	Included	Included			
Spec #: 26 0519 - Low-Voltage Wires (600 Volt AC)	Included	Included	Included	Included			
Spec #: 26 0526 - Grounding and Bonding	Included	Included	Included	Included			
Spec #: 26 0533 - Raceways and Boxes Fitting and Supports	Included	Included	Included	Included			
Spec #: 26 0586 - Motors and Drives	Included	Included	Included	Included			
Spec #: 26 0800 - Electrical Systems & Commissioning	Included	Included	Included	Included			
Spec #: 26 0923 - Lighting Control Systems	Included	Included	Included	Included			
Spec #: 26 1000 - Service Entrance	Included	Included	Included	Included			
Spec #: 26 2200 - Low Voltage Transformers	Included	Included	Included	Included			
Spec #: 26 2413 - Switchboards 1000	Included	Included	Included	Included			
Spec #: 26 2416 - Panelboards and Signal Terminal Cabinets	Included	Included	Included	Included			
Spec #: 26 2419 - Motor Control Devices	Included	Included	Included	Included			
Spec #: 26 5000 - Lighting	Included	Included	Included	Included			
Spec #: 26 5200 - Emergency Power Systems	Included	Included	Included	Included			
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included			
Division 27 - Communications	Included	Included	Included	Included			
Spec #: 27 0126 - Test and Acceptance Requirements for Structured Cabling	Included	Included	Included	Included			
Spec #: 27 1013 - Structured Cabling	Included	Included	Included	Included			
Spec #: 27 4113 - Classroom Sound Enhancement System	Included	Included	Included	Included			
Spec #: 27 5116 - Public Address and Intercommunication Systems	Included	Included	Included	Included			
Spec #: 27 5313 - Clock and Program Systems	Included	Included	Included	Included			
Division 28 - Electronic Safety and Security	Included	Included	Included	Included			
Spec #: 28 1600 - Intrusion Detection System	Included	Included	Included	Included			
Spec #: 28 3100 - Fire Detection and Alarm System	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	30 days	60 Days	60 Days	60 Days			60 Days

Bid Evaluation Report

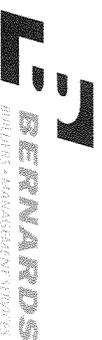
Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric		Reyes & Sons		Taft Electric		Venco		Siemens		
	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No	
Prevaling Wage	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No	
Prequalified per Oxnard School District Standards	Included		Included		Included		Included		Included		
Attachment C Acknowledgement	Included		Included		Included		Included		Included		
Furnish & Install Building Electrical											
Main Gear and Panels	Included		Included		Included		Included		Included		
1200A WP Main Switch Board, 480Y/277V, 3 Phase, 4W	Included		Included		Included		Included		Included		
Panel board ("MP"/E-030)	Included		Included		Included		Included		Included		
500KVA WP Site Transformer w/ Disconnect	Included		Included		Included		Included		Included		
Distribution Boards	Included		Included		Included		Included		Included		
Panel Boards	Included		Included		Included		Included		Included		
Lighting Control Panels and Lighting Control System	Included		Included		Included		Included		Included		
Circuit Breakers	Included		Included		Included		Included		Included		
Transformers	Included		Included		Included		Included		Included		
Ground Bus / Grounding Systems	Included		Included		Included		Included		Included		
Distribution, Conduit and Wiring	Included		Included		Included		Included		Included		
Copper Bussing and Wiring w/ Rigid Conduit	Included		Included		Included		Included		Included		
Feeders (RFI# 26)	Included		Included		Included		Included		Included		
Power Distribution	Included		Included		Included		Included		Included		
Conduits & Raceways	Included		Included		Included		Included		Included		
Lighting Switches, Conduit and Wiring	Included		Included		Included		Included		Included		
Cable Trays	Included		Included		Included		Included		Included		
Terminal Cabinets & Racks	Included		Included		Included		Included		Included		
Outlet & Junction Boxes, Pull Boxes	Included		Included		Included		Included		Included		
Wiring Devices	Included		Included		Included		Included		Included		
Switches / Disconnects	Included		Included		Included		Included		Included		
Overcurrent Protection	Included		Included		Included		Included		Included		
Connections to Existing Generator	Included	2,500	Included	2,500	Included	2,500	Included	2,500	Included		
Power to Equipment	Included		Included		Included		Included		Included		
Power to Mechanical & Plumbing Equipment	Included		Included		Included		Included		Included		
Power to Misc. Equipment / Motors / Devices	Included		Included		Included		Included		Included		
Power to Electric Overhead Coiling Doors w/ Low Voltage Wiring (RFI# 62)	Included		Included		Included		Included		Included		
Power to Building Lighting w/ Controls and Panels	Included		Included		Included		Included		Included		
Power for Irrigation Controller (RFI#65)	Included		Included		Included		Included		Included		
Conduit & Back Boxes Only:	Included		Included		Included		Included		Included		
Voice / Data / CATV Systems	Included		Included		Included		Included		Included		
Computer Network Cabling System	Included		Included		Included		Included		Included		
Autonomous PA System	Included		Included		Included		Included		Included		
Occupancy / Motion Sensor System	Included		Included		Included		Included		Included		
Energy Management Systems / HVAC Controls	Included		Included		Included		Included		Included		

Bid Evaluation Report



Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Siemens
	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	
Other Low Voltage Systems (E-001)	Included	Included	Included	Included	
Temporary Power and Lighting	42,000	42,000	39,000	42,000	
Install, Maintain, Relocate for Construction Offices	Included	Included	Included	Included	
Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included	Included	
Temp Power for Elevator Testing and Build Out	Included	Included	Included	Included	
Temp Power Spider Boxes	Included	Included	Included	Included	
Temp Light Strings	Included	Included	Included	Included	
Conduit and Wire to Jobsite Trailers	Included	Included	Included	Included	
Furnish & Install Building Low Voltage Systems					
Fire Alarm System	See Below	See Below	See Below	See Below	See Below
Complete Addressable Fire Alarm System (E-204 & E-304)	71,131	71,131	Included	71,131	71,131
Manufacturer - Siemens	Siemens Bid	Siemens Bid	Included	Siemens Bid	Included
Per City Fire Dept. Standards	Included	Included	Included	Included	Included
FACP, Annunciator, Devices, Equipment & Conductors	Included	Included	Included	Included	Included
Fire Alarm Equipment Schedule E-020	Included	Included	Included	Included	Included
Fire Alarm Details - E020-022	Included	Included	Included	Included	Included
Elevator System	Connection Only	Connection Only	Connection Only	Connection Only	Connection Only
Horns, Strobes, Pull Stations, Detectors	Included	Included	Included	Included	Included
Smoke Duct Detectors - Furnish Only	Included	Included	Included	Included	Included
Interlock to HVAC Unit Shut-Down, as shown	Included	Included	Included	Included	Included
Complete Plans / Specifications / Calculations	Included	Included	Included	Included	Included
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included	Included
Permits / Licenses / Fees	Included	Included	Included	Included	Included
Security, Intrusion and Access Control System	24,950	Included	Included	27,500	
MFR - Per Specs	Included	Included	Included	Included	
Computer, Monitors, and Recording Devices	By Owner	By Owner	By Owner	By Owner	
Complete	Included	Included	Included	Included	
Infrared Motion Detectors	Included	Included	Included	Included	
Interconnection with Door and Gate Hardware as Required	Included	Included	Included	Included	
Interconnection with Overhead Doors as Required	Included	Included	Included	Included	
Interconnection with Elevators as Required	Included	Included	Included	Included	
All Weather-Rated Enclosures	Included	Included	Included	Included	
All Wiring as Required	Included	Included	Included	Included	
Complete Plans / Specifications / Calculations	Included	Included	Included	Included	
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included	
Permits / Licenses / Fees	Included	Included	Included	Included	
Telecom / Data / CATV (E-203 & E-303)	Included	Included	Included	Included	
Telecom / CATV Back-Bone Cabling	Included	Included	Included	Included	

Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Siemens	
Multi-Mode & Single-Mode Fiber Optic Cable	Included	Included	Included	Included		
CAT 5E Cabling	Included	Included	Included	Included		
Voice Cabling	Included	Included	Included	Included		
Faceplates, Data and Phone Jacks	Included	Included	Included	Included		
Signal Terminal Cabinets	Included	Included	Included	Included		
All Connectors, Hangers, Labels as Required	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Install and Connect Owner Furnished Rack Mounted Uninterruptible Power Supplies and Ethernet Switches in Equipment Cabinets at Locations with Active Equipment.	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Classroom Sound Enhancement System (E-203 & E-303)	Included	Included	Included	Included		
<i>Manufacturer - Per Spec (274113, 2.01)</i>	Included	Included	Included	Included		
Infrared Technology - Dome Sensors	Included	Included	Included	Included		
Single and Multiple Input/Output Amplifiers	Included	Included	Included	Included		
Loudspeakers w/ Integral Sealed Back Can	Included	Included	Included	Included		
Wall Mounted Control Panel	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Battery Chargers	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
PA and Intercommunication System (E-203 & E-303)	Included	Included	Included	Included		
<i>Manufacturer - Per Spec (275116, 2.01)</i>	Included	Included	Included	Included		
System Equipment Racks	By Owner	By Owner	By Owner	By Owner		
Central Card Cage / Shelf Assembly	By Owner	By Owner	By Owner	By Owner		
Intercom System w/ Display Telephone	Included	Included	Included	Included		
Wall Mounted Control Panel & Display Units	Included	Included	Included	Included		
Turners, CD Players, Power Amplifiers, Loudspeakers Etc.	By Owner	By Owner	By Owner	By Owner		
Terminal Blocks and Cabinets	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Master Clock System	Included	Included	Included	Included		
<i>Manufacturer - Lathem LTR8-512-M or District Approved</i>	Included	Included	Included	Included		
Power Supplies, Backboxes, Etc.	Included	Included	Included	Included		

Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number	
					Siemens	1641
					Date Printed	6/7/2017
					Date Printed	7/27/2017
All Wall-Mounted Clocks	Included	Included	Included	Included		
Standby Battery System (7 Days)	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
Furnish & Install Site Electrical	Included	Included	Included	Included		
Safe-Off of Electrical For Removal of Existing Equipment, Conduit and Wiring (2/E-102)	Included	Included	Included	Included		
Removal, Replacement at Existing Site Electrical (E-102)	108,458	108,458	108,458	108,458	125,208	16,750
Surveying route of new service	Included	Included	Included	Included		
Potholing & line verification of new runs	Included	Included	Included	Included		
Demo area at new transformer/switchgear in parking lot:	Included	Included	Included	Included		
Demo curbs	Included	Included	Included	Included		
Demo Landscape/AC Paving	Included	Included	Included	Included		
AC Paving demo at dropoff	Included	Included	Included	Included		
Sawcut and demo site concrete work entire run of Electrical runs	Included	Included	Included	Included		
Add 50% more site concrete demo to go to a control or expansion joint	Included	Included	Included	Included		
Sawcut and demo AC Paving work entire run of Electrical runs	Included	Included	Included	Included		
Demo at Dirt / Landscape/Shrubs/Irrigation work entire run of Electrical runs	Included	Included	Included	Included		
New work for SCE work (E-101 & E-102)	Included	Included	Included	Included		
New Pads at new SCE transformer - 8'x10' - 1/E-102	Included	Included	Included	Included		
New Pads at new 500kva Transformer - 16'x21' - 1/E-102	Included	Included	Included	Included		
New Curbs (from Demo above)	Included	Included	Included	Included		
Put-Back Balance of Landscape/AC Paving in reworked electrical area at existing parking lot	Included	Included	Included	Included		
AC Paving at trench that crossed the Dropoff drive lane	Included	Included	Included	Included		
Possible Re-Striping	Included	Included	Included	Included		
Reinstall site concrete work entire run of Electrical runs - this appears to be colored concrete	Included	Included	Included	Included		
Reinstall the Added 50% more site concrete demo to go to a control or expansion joint	Included	Included	Included	Included		
Reinstall AC Paving work entire run of Electrical runs	Included	Included	Included	Included		
Reinstall Dirt/Landscape/Shrub/Irrigation work entire run of Electrical runs	Included	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taff Electric	Venco	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Siemens	
Furnish / Install concrete filled steel Bollards with footings	Included	Included	Included	Included		
Dry Utilities - Power	Included	Included	Included	Included		
Secondary Conduit From New On-Site Transformer to New WP Main Switchboard (Wire by SCE) (1/E-102)	Included	Included	Included	Included		
MP-1 - (3) 3" Conduit w/ (3) 350KCM & (1) #2/0 in Each Conduit (RFI# 26)	Included	Included	Included	Included		
MP-2 - (3) 3" Conduit w/ (4) 250KCM & (1) #2/0 in Each Conduit & (2) 4" Conduit for Future Power to New Pullbox to New Building (RFI# 26)	Included	Included	Included	Included		
Power to Existing "MSB" From New 500KVA Transformer	Included	Included	Included	Included		
MP-1A - (6) 3" Conduit w/ (4) 350KCM & (1) 250KCM in Each Conduit (RFI# 26)	Included	Included	Included	Included		
New Intercept Underground Pullbox and Connection to Existing Power for "MSB"	Included	Included	Included	Included		
(4) 350KCM & (1) 250KCM Wiring in Existing "MSB" Conduits	Included	Included	Included	Included		
Stub Out (2) Different Lines of (2) 4" Conduit for Future Power from New Pullbox (E-101)	Included	Included	Included	Included		
Utility Company Primary Switch	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Utility Company Site Transformer	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Conductors: by Utility Company	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Dry Utilities - Low Voltage	Included	Included	Included	Included		
(5) 2" Conduits for Low Voltage Systems (FA, SEC, Clock, PA, Tele and Data) From Existing Building to New Pullbox to New Building (E-101)	Included	Included	Included	Included		
(4) 2" Conduits for Future Low Voltage Stubbed From Existing Building to New Pullbox (E-101)	Included	Included	Included	Included		
Stub Out (2) Different Lines of (4) 2" Conduit for Future Low Voltage from New Pullbox (E-101)	Included	Included	Included	Included		
Underground Power Distribution for Site Lighting and Site Power	Assume Existing	Assume Existing	Assume Existing	Assume Existing		
Power to PIVs, Tamper Switches, Backflows	Included	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included	Included		
Furnish & Install Lighting						
LED and Fluorescent Lighting as Shown	Included	Included	Included	Included		
Lighting Fixtures per Schedule on E-010	Included	Included	Included	Included		

Bid Evaluation Report



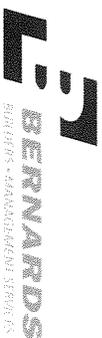
Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number		
					Siemens	1641	
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Lighting Fixtures at New Classroom Building (E-201 & E-301)	Included	Included	Included	Included			
Exit Signs	Included	Included	Included	Included			
LED Lamps	Included	Included	Included	Included			
Non-LED Lamps	Included	Included	Included	Included			
Occupancy Sensors	Included	Included	Included	Included			
Spare Parts as Required (Spec. 265000, 3.03)	Included	Included	Included	Included			
Coordination of Shipping and Installation of Fixtures	Included	Included	Included	Included			
BIM Coordination (1 per Week for 2 Months)	18,425	18,425	16,750	18,425		3,000	
Plywood Backboards	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp			
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included	Included			
Concrete base at Electrical Equipment 5/E-050	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete			
Protective Bollards 2/E-050	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals			
NEMA Enclosures, where shown	Included	Included	Included	Included			
Flashings at Penetrations	Included	Included	Included	2,000			
Caulkings / Sealants	Included	Included	Included	Included			
Sleeves / Fire Caulking / Firestopping, as required	Included	Included	Included	Included			
Sound and Vibration control	Included	Included	Included	Included			
All Block Outs, Inserts, Coring, Notching, etc.	Included	Included	Included	Included			
Backfill Trenches / Bedding	Included	Included	Included	Included			
Safety walk and progressive cleanup	7,772	7,772	7,772	7,772			
All Required Signage and Identification Labels	Included	Included	Included	Included			
Seismic Bracing to Meet Code	Included	Included	Included	Included			
Access Panels as Required - Furnish Only	Included	5,000	3,000	4,000		1,500	
Haul Off Spoils Generated by Own Work	Included	15,000	15,000	15,000			
Electrical Permits	Included	3,000	No cost	3,000			
Disconnect & reconnect existing PV panels during SCE switch-over	5,000	5,000	5,000	5,000			
Refuse signs not included on lighting fixture schedule	1,000	1,000	1,000	1,000			
ARC.25	(10,000)	(10,000)	(10,000)	(10,000)			
TOTALS	1,512,816	1,344,386	1,177,480	1,317,786		75,631	0
Recommendation:	Amount						
Taft Electric	1,177,480						

Bid Evaluation Report



Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Alternates							
Add Alternate (RFI#70) - Per Spec I01400 2.07B, Provide Refuse Sign not Indicated on Lighting Fixture Schedule.			\$850/ea				
Add Alternate (RFI #16) - Connect Genset w/ Power Required for Essential Equipment to run During Potential Power Outages such as Site & Parking Lot Lights, Fire Alarm Panel, Security System, and Jobsite/Trailers Related Electrical Requirements.			35,000				

Bid Evaluation Report



Demo & Earthwork

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.		
Base Bid	See Below	See Below	See Below	See Below		
Spec #: 31 1000 - Site Clearing	Included	Included	Included	Included		
Spec #: 31 2200 - Grading	Included	Included	Included	Included		
Spec #: 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included		
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included		
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included		
Spec #: 31 2326 - Base Course	Included	Included	Included	Included		
Soil Report: by CTE South dated 7/11/16	Included	Included	Included	Included		
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Demolition						
Demolition Plan C-101, at New Building location	35,467	32,985	35,467	35,467	No Bid	
Demolition Plan C-102, at Reworked Existing Parking Lot area	Included	Included	Included	Included		
Demolition Plan C-103, at New Play Area location	Included	Included	Included	Included		
Underground Utility Location, Potholing, Capping or Disconnecting Utilities	5,000	5,000	5,000	5,000		
Removal Notes:	Included	Included	Included	Included		
1 - Remove existing asphalt pavement & base, full depth	Included	Included	Included	Included		
2 - Clear, grub & remove existing turf/planter/exposed subgrade area	Included	Included	Included	Included		
3 - Remove existing shrubs, trees and roots	Included	Included	Included	Included		
4 - Remove existing catch basin	Included	Included	Included	Included		
5 - Remove Play area, including the existing play structure (Per RFI#11)	Included	1,500	Included	Included		
6 - Sawcut existing & remove existing pavement, curb or v-gutter	Included	Included	Included	Included		
7 - Remove existing curb	Included	Included	Included	Included		
8 - Remove existing utilities (identified)	Included	Included	Included	Included		
9 - Sandblast existing striping	Included	Included	Included	Included		
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape		
11 - Remove existing concrete V-gutter	Included	Included	Included	Included		
12 - Remove sign in its entirety	Included	Included	Included	Included		
30-39 - Protect-In-Place items as noted	Included	Included	Included	Included		

Bid Evaluation Report



Demo & Earthwork

Marshall Classroom Building

Subcontractors

Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Demo Mobilizations	1,000	Included	Includes 2 ea	Includes 2 ea		
Add for demo of existing handball court walls & footings	Excluded	Excluded	Excluded	Excluded		
Grading	No Bid	94,720	108,940	96,507		
See General Civil Notes pertaining to your scope - C-001		Included	Included	Included		
Water Meter and Construction Watering for Own Scope		1,000	1,000	1,000		
Erosion Control for your work (none shown on drawings)		2,500	2,500	2,500		
Haul route for your work		Included	Included	Included		
Move-Ins as required		Included	Included	Included		
July '17 Move-On		Included	Included	Included		
Include per Composite Grading Plan C-300,301,302 and Grading Sections C-303-304		Included	Included	Included		
Mass Excavation and Fine Grade Subgrade		Included	Included	Included		
Soils Report: #5.2-Site Preparation, Geotechnical & Grading Notes: C-001		Included	Included	Included		
Temp Soil Stabilization (if required)		Included	Included	Included		
Over-Ex to suitable native soils (varies across site, but generally lie approx 4' below current grades) or minimum 42" below bottom of all footings, whichever depth is greatest		Included	Included	Included		
See Structural detail 15/S-400A, Typical Foundation & Slab Subgrade - excavation to 42" below footing and 60" below finish grade		Included	Included	Included		
Extend 5' from Perimeter Edges		Included	Included	Included		
Onsite existing fill disturbed for agricultural activities and native materials are suitable for use as fill and backfill materials		Included	Included	Included		
Over-Ex at Elevator Pit		Included	Included	Included		
Over-Ex 24" at Site Conditions - AC Paving, Site concrete, Unit Pavers, Play Area surfacing		Included	Included	Included		
Sub-Grade Compaction of 90%		Included	Included	Included		
At PCC Pavers: removal, excavation and recompaction of top 24" to 95%		Included	Included	Included		
New Play Area: C-103, 9/C-702		Included	Included	Included		
Overexcavate & recompact area after demo, ready for perimeter concrete curb (by others)		Included	Included	Included		
Include Type 2 sub-base to 95% compaction - thickness to be 4"		5,000	5,000	5,000		
Geofabric over subbase, per cut sheet from RFI#12 response - provide Alternate Add		Not required	Not required	Not required		
Excavation for mow strips		2,500	Included	Included		

Bid Evaluation Report



Demo & Earthwork

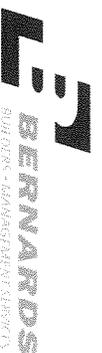
Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Standard Demolition	Subcontractors				
		Damar Const.	Leko Const.	Toro Ent.		
Fine Grading for Sitework	-----	Included	Included	Included		
Export Spoils Stockpiled by Others	-----	\$XX / CY	\$XX / CY	\$XX / CY		
Concrete Footing Spoils, Structural	-----	8,125	8,125	8,125		
Concrete Footing Spoils, Site	-----	1,250	1,250	1,250		
Site Utilities	-----	2,500	2,500	2,500		
Plumbing, Electrical	-----	2,500	2,500	2,500		
Dust Control during construction		16,884	16,884	16,884		
TOTALS	0	176,464	189,166	176,733	0	0
Recommendation:	Amount					
Damar Const.	176,464					

Bid Evaluation Report



Asphalt Paving & Striping

Marshall Classroom Building

Subcontractors		Job Number	1641
		Bid Date	6/7/2017
		Date Printed	7/27/2017
		Berry Engineering	B&M Contractors

Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Paving	Berry Engineering	B&M Contractors
Base Bid	0	35,440	See below	64,950	37,772	49,825
Spec #: 31 2316 - Excavation & Fill Paving	-----	Included	Included	Included	Included	Included
Spec #: 31 2326 - Base Course	-----	Included	Included	Included	Included	Included
Spec #: 32 0117 - Pavement Repair	-----	Included	Included	Included	Included	Included
Spec #: 32 1216 - Asphalt Paving	-----	Included	Included	Included	Included	Included
Spec #: 32 1236 - Seal for Bituminous Surfacing	Included	Included	Included	Included	Included	Included
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	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
AC Paving						
See Legend on C-002:	No Bid	Included	Included	Included	Included	Included
Eastside of New Building - 3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	Included	Included	Included	Included
Fire Lane, 4" thk (2" Class C2 & 2" Class B) AC Surfacing over 9" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	15,538	Included	Included	Included
Include the Pavement-to-pavement joint detail, 4/C-702	-----	Included	Included	Included	Included	Included
Existing Parking Lot Rework, C-202	-----	Included	Included	Included	Included	Included
Sawcut and removal of existing paving (C-102)	-----	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
Remove, reinstall base & recompact subgrade if unsuitable per 32.01.17.3.02.B	-----	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	27,966	Included	Included	Included
Redwood Header at Grass	-----	Included	Included	Included	Included	Included
Final 2 coat Seal over new paving per specs	-----	2,850	Included	Included	Included	Included
Clean, Re-Seal, Re-Stripe existing Playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded
Striping & Signage						
Existing Parking Lot - Striping Plan C-204	9,275	No Bid	No Bid	No Bid	No Bid	No Bid
Sandblast existing striping at existing lot per Demo sheet C-102	Included	Included	-----	-----	-----	-----
Installation of new work at Existing Parking Lot: Standard Parking Spaces - 4" thk white lane per Caltrans Std Plan A20B, detail 27B	Included	Included	-----	-----	-----	-----
Stripe Crosshatch Areas	Included	Included	-----	-----	-----	-----

Bid Evaluation Report

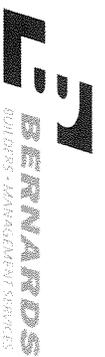


Asphalt Paving & Striping

Marshall Classroom Building

Subcontractors

Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Paving	Job Number	1641
					Date Printed	6/7/2017
					Berry Engineering	B&M Contractors
					7/27/2017	
Stripe Arrows	Included	Included	-----	-----		
Fire Lane Curbs Red - none shown	Included	Included	-----	-----		
Accessible Parking Spaces - see A-104	Included	Included	-----	-----		
Concrete Wheel Stops at Accessible parking - 32 13	Included	Included	-----	-----		
13, 2.01, C.1-3 & 13/A-105						
Precast 6' length x 6" ht doveled into paving per detail	Included	Included	-----	-----		
Signage - Accessible sign w/ Posts & footing - 1, 9/A-105	Included	Included	-----	-----		
Existing Fire Lane road in front of new Building - FLS Plan G-003	Included	Included	-----	-----		
Signage - Fire Access Entrance Signage w/ Post & footing - Sheet Note #5	Included	Included	-----	-----		
Signage - New Fire Lane Sign w/ Post & footing - Sheet A-101 & 2/A105 (same as above)	Included	Included	-----	-----		
Striping - "Where curb occurs, Paint curb Red to designate Fire Lane" - G-003	Included	Included	-----	-----		
Striping - "Fire flush to adjacent surface, paint 'No Parking Fire Lane' w/ Red Lettering" - G-003	Included	Included	-----	-----		
Existing Hopscotch, Foursquare, Tetherball adjacent to site RE-Striping - Allowance	1,000	1,000	-----	-----		
Existing Main Entry into School - A-101	Included	Included	-----	-----		
Signage - New "Tow Away" Sign w/ Post & footing - 7/A-105	Included	500	-----	-----		
TOTALS	0	48,580	54,324	75,770	48,592	60,645
Recommendation:	Amount					
Onyx Paving	48,580					



Bid Evaluation Report

Site Concrete

Marshall Classroom Building

Subcontractors

Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Job Number	1641
					Bid Date	6/7/2017
					Berry	7/27/2017
					Engineering	
Base Bid	176,900	267,864	135,000	See below	145,960	
Spec # : 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included	Included	
Spec # : 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec # : 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec # : 32 1313 - Site Concrete Work	Included	Included	Included	Included	Included	
Bond Rate (if required)		Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 1%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	90 days	30 Days	30 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
On Site						
Existing Parking Lot Rework, C-202	Included	Included	Included	12,522	Included	
Sawcut and removal of existing site concrete (C-102)	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo	
Remove, reinstall base & recompact subgrade per Note 6, Det 3/C-703	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 12 - Concrete Curb per det 3/C-703	Included	Included	Included	Included	Included	
6" concrete curb w/ (2) #4 bars continuous length of curb	Included	Included	Included	Included	Included	
At New revised Accessible spaces, it is assume use of existing concrete handicap ramps at existing diagonal layout	Qualification	Qualification	Qualification	Qualification	Qualification	
Sandblasting (by demo), Re-Striping (by Striper) will be laid-out to reuse concrete ramps	by Others	by Others	by Others	by Others	by Others	
This subcontractor will install Truncated Domes at existing ramps per A-104 & det 5/A-105, 2 ea 3'x4' min	Excluded	Excluded	Excluded	Excluded	Excluded	
Truncated Domes to be Armor Tile or equal per detail 6/C-703	Excluded	Excluded	Excluded	Excluded	Excluded	
Per SCE Drawings & E sheets:						
Transformer Pad - 2/E-020	Included	10,400	Included	10,400	10,400	
Install concrete-filled steel bollards 2/E-020	Included	2,000	2,000	2,000	2,000	
New Rubber Surfacing at existing playground area adjacent to new building, C-203						
Note 13 - Concrete Curb per det 9/C-702	Included	Included	Included	22,332	Included	
6" wide concrete curb at perimeter of play area	Included	Included	Included	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	

Bid Evaluation Report



Site Concrete

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.			
4" Minimum Base course compacted & ready for rubber surfacing	3,575	3,575	3,575	3,575	1641	6/7/2017	7/27/2017
New handball walls & footings complete adjacent new playground area, not shown	Excluded	Excluded	Excluded	Excluded	Berry Engineering		
Site Concrete Work at New Building:	Included	Included	Included	126,878			
6" thk Concrete Pavement ove 4" crushed aggregate base (CAB), listed on legend C-002 & per 5/C-702(concrete pavement section detail)	Included	Included	Included	Included	Included		
Rebar #4 @ 18" ocev	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar		
Site Control Plan C-201	Included	Included	Included	Included	Included		
Note 1 - 6" thk conc pavement over 4" CAB per 5/C-702	Included	Included	Included	Included	Included		
Note 2 - PCC Pavers & Sand Base per 1/C-703	Included	24,700	24,700	Included	Included		
Pavers MFR-None listed	Included	Included	Included	Angelus	Included		
24" wide concrete curb at perimeter of PCC Pavers	Included	2,130	2,130	Included	Included		
6" concrete Sub-Slab w/ #4@18"ocew under pavers	Included	4,940	4,940	Included	Included		
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading		
Fine Grading prior to your work	Included	Included	Excluded	Excluded	Excluded		
Note 3 - Planter area per Landscape drawings	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape		
Note 4 - Regrade & resurface the turf area	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading		
Note 5 - 60" Mow Strip at Perimeter of New Building - 2/C-703	Included	Included	Included	Included	Included		
New mowstrip is 12" thk Including over 4" CAB compacted to 95%	Included	Included	Included	Included	Included		
Note 6 - Seat Wall/CIP Benches per Architectural drawings, A-103	Included	Included	Included	28,728	Included		
L-Shaped 20', 4 each: Straight 10', 1 each Detail 10 & 11/A-105 - 1'6"wide x 1'-6" ht CIP Concrete w/ rebar	Included	Included	Included	Included	Included		
Note 7 - Asphalt Pavement per 1/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 8 - Concrete Pavement to Asphalt Pavement Transition 2/C-702	Included	Included	Included	Included	Included		
Note 9 - New Pavement to existing Pavement Joint - 4/C-702	Included	Included	Included	Included	Included		
Note 10 - AC Pavement thickness transition - 7/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 11 - Stairs per Architectural drawings	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP		
6/A-105 - Typical CIP stair nosing - extruded aluminum contrasting strip nosing - NO CIP Stairs shown	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP		
Note 12 - Concrete Curb 3/C-703	Included	Included	Included	Included	Included		

Bid Evaluation Report



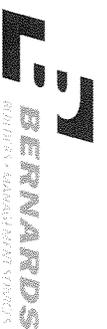
Site Concrete

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Engineering
	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	
Note 13 - Rubber Mat Curb - 9/C-702	Included	NEED	Included	Included	Berry Included
Note 14 - Gravity Wall - 7/C-703	Included	Included	Included	Included	Included
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	w/ CIP Concrete	(30,000)	w/ CIP Concrete	Excluded	Excluded
6/S-401 - 1'-0" thk wall, 1'-6" above grade	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete
Note 16 - Not Used	-----	-----	-----	-----	-----
Note 17 - Rubber Mat per Architectural drawings	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip
Base for all Site Concrete Paving	Included	Included	Included	Included	Included
Reinforcing Steel for All Work	Included	12,025	12,025	12,025	12,025
Control and Expansion Joints / Sealants	Included	Included	Included	Included	Included
Washout Bins	Included	2,500	2,500	Included	2,500
Mock-Ups	Included, if reqd	6,000	6,000	5,575	6,000
SIT.1	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)
SIT.2	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)
SIT.4	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)
SIT.7	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)
TOTALS	147,475	281,534	159,870	191,035	149,460
Recommendation:	Amount				
B&M Contractors	147,475				

Bid Evaluation Report



Playfield Equipment

Marshall Classroom Building

Subcontractors

Description	Miracle Playground / Central Coast Playgrounds	Dave Bang Associates / Miracle Playground	SpectraTurf / Miracle Playground	Job Number	1641
				Bid Date	6/7/2017
				Date Printed	7/27/2017
Base Bid	See below	See below	See below		
Spec #: 11 6800 - Playfield Equipment and Structures (Not Provided)	Included	Included	Included		
Spec #: 02 88 00 - Playfield Equipment and Structures (RFI#11 Response)	Included	Included	Included		
Bond Rate (if required)	N/A	Not provided	Bond at 1.5%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included		
Bid Good for 60 Days	90 Days	30 days	Included		
Prevailing Wage	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
Playfield Equipment & Structures - Miracle Playgrounds	0	37,210	37,210		
Furnish Modular Units complete FOB Jobsite	Included	Included	Included		
Unloading equipment at jobsite	Included	600	600		
Custom Playground by Miracle Recreation Equipment	Included	Included	Included		
Product spec & cut sheets in RFI#11	Included	Included	Included		
Separate price for Installation:	Included	Included	Included		
Include excavation, layout installation of footings	Included	Included	Included		
Sub provided by Miracle, Central Coast Playgrounds	Included	Included	Included		
Excavate, haul spoils, place embed, install rebar(is this reqd?), place concrete, cleanup	Included	Included	Included		
Footing X: 18" dia x 24" deep	0	8,050	8,050		
Footing Y: 12" dia x 18" deep	0	5,250	5,250		
Footing Z: 20" dia x 42" deep	0	500	500		
Uncrate, separate, install all parts, dispose of empty boxes	0	3,500	3,500		
Playfield Rubber Matting					
Furnish & install complete playground surface as MFR by PlayMax or equal	-----	45,416	42,471		
Demolition Plan C-103, at New Play Area location, remove existing AC Paving	-----	w/ Demo	w/ Demo		
Overexcavate & recompact area after demo	-----	w/ Grading	w/ Grading		

Bid Evaluation Report



Playfield Equipment

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Miracle Playground Equipment / Central Coast Playgrounds	Dave Bang Associates / Miracle Playground	SpectraTurf / Miracle Playground	Amount	
				103,207	100,262
Type 2 sub-base to 95% compaction - thickness to be 4"		w/ Grading	Included		
Geofabric over subbase		2,681	2,681		
Sheet C-203, Note 13 - Rubber Mat Curb - 9/C-702 around perimeter of rubber matting		w/ Site Concrete	w/ Site Concrete		
Rubber Matting subs work:		Included	Included		
MaxPour Cushion Layer - thickness to be xx?		Included	Included		
MaxPour/MaxPour-Supreme Top Layer - thickness to be xx?		Included 4"	Included 4"		
Per cut sheet two products are shown, MaxPour Supreme is not included in price		Tot Turf	SpectraPour		
Max fall height your bid is based upon		Included 9'	Included 10'		
Wear Layer to be 50% black/50% color w/ std aromatic resin		Included	Included		
See detail sheet, possible VE to install over aged asphalt paving		Not recommended	N/A		
Upgrade to Aliphatic (UV-stable, non-yellowing) Resin wear layer		No bid	Add: \$4,934		
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402		w/ Site Utilities	w/ Site Utilities		
TOTALS		0	103,207	100,262	0
Recommendation:		Amount			
SpectraTurf / Miracle Playground		100,262			

Bid Evaluation Report



Landscape & Irrigation

Marshall Classroom Building

Subcontractors

Description	Advanced Land. 2000				Job Number Bid Date	1641 6/7/2017
	Cascade Sprinklers	Durau Landscape	Hardy	Plowboy		
Base Bid	29,418	30,500	24,320	46,800	39,600	36,068
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	Included
Drawings: Planting & Irrigation Specs are also Listed on Sheet L-4	Included	Included	Included	Included	Included	Included
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	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
Landscaping & Irrigation:						
Demolition Plan C-101, at New Building location	Included	Included	Included	Included	Included	Included
Removal Notes:	Included	Included	Included	Included	Included	Included
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	2,500	2,500	2,500	2,500	2,500	2,500
At New Building per Site Control Plan C-201 & L-1	Included	Included	Included	Included	Included	Included
Note 3 - Planter area per Landscape drawings	Included	Included	Included	Included	Included	Included
Irrigation inside the CIP Planters - L-1	Included	Included	Included	Included	Included	Included
Include tapping into existing mainline for new lines	5,000	5,000	5,000	5,000	5,000	5,000
Sawcut & remove AC paving & put back for access to mainline tap-in	3,000	3,000	3,000	3,000	3,000	3,000
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	Included
Include sleeving as required	Included	Included	Included	Included	Included	Included
New Automatic Controller Assembly - Irritrol, 10/L-3	Included	Included	Included	Included	Included	Included
Include Rain Shut-off Sensor	Included	Included	Included	Included	Included	Included
Include remote control valves & gate valves, 1 & 5/L-3	Included	Included	Included	Included	Included	Included
Include quick couplers, 2/L-3	Included	Included	Included	Included	Included	Included
Include pop-up shrub heads, 4/L-3	Included	Included	Included	Included	Included	Included
Electrical to controller	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical
Landscaping inside the CIP Planters - L-2	Included	Included	Included	Included	Included	Included
Trees - 24" box, including Staking per 3/L-3	Included	Included	Included	Included	Included	Included
Shrubs - 1 & 5 gallon	Included	Included	Included	Included	Included	Included
Vines - 15 gallon	Included	Included	Included	Included	Included	Included
Ground Cover	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640
90 Day Maintenance	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Landscape & Irrigation

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed	Venco Western
	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy				
(1) Year Warranty	Included	Included	Included	Included	1641	6/7/2017	7/27/2017	Included
Spills Removal	200	200	200	200				200
Move-Ins (2)	1,500	1,500	1,500	1,500				1,500
Existing Parking Lot Rework, C-202	5,000	5,000	5,000	5,000				5,000
Removal & reinstallation of Irrigation at Demoeed areas	Included	Included	Included	Included				Included
Removal & reinstallation of Planting at Demoeed areas	Included	Included	Included	Included				Included
Existing Grass Field	35,185	35,185	35,185	35,185				35,185
Modify existing Irrigation at grass playground for trailer/laydown area	Included	Included	Included	Included				Included
Geofabric over the grass, rock surface as base during operations	Included	Included	Included	Included				Included
Removal of rock & geofabric at project completion	Included	Included	Included	Included				Included
Regrade, fine grade ready for new grass at laydown area	Included	Included	Included	Included				Included
Rework & start-up existing Irrigation heads	Included	Included	Included	Included				Included
Reinstallation of Grass Planting, hydroseed, at laydown area	Included	Included	Included	Included				Included
TOTALS	86,443	87,525	81,345	103,825				96,625
Recommendation:	Amount							
Dufau Landscape	81,345							

Bid Evaluation Report



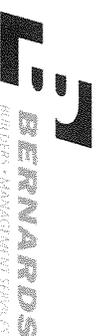
Site Utilities

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Suttles Plumbing	Toro Ent.
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons		
Base Bid	217,229	See below	200,390	See below	245,000	
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included	Included	
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec #: 33 1100 - Site Water Distribution Utilities	Included	Included	Included	Included	Included	
Spec #: 33 3000 - Site Sanitary Sewer Utilities	Included	Included	Included	Included	Included	
Spec #: 33 4000 - Storm Drainage Utilities	Included	Included	Included	Included	Included	
Bond Rate (if required)	Not listed	Not listed	Not listed	Not listed	Bond @1.44%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 days	30 days	30 days	30 days	30 days	
Prequalified per Oxnard School District Standards	Included	Included	Included	Included	Included	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included	Included	
Cutting and Capping of Existing Utilities	2,500	2,500	2,500	2,500	2,500	
Layout and Trenching	Included	Included	Included	Included	Included	
Sawcutting & removal of surface for New Utilities	Included	3,584	3,584	3,584	3,584	
Traffic Control	Included	Included	Included	Included	Included	
Temp Asphalt Trench Plates	Included	2,048	2,048	2,048	2,048	
Excavation Spoils Stockpile	Included	Included	Included	Included	Included	
Pressure Test and Flush System	Included	Included	Included	Included	Included	
Sewer						
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 20 - Install SDR-353 Sanitary Sewer line per 4/C-701	Included	Included	Included	Included	Included	
Note 21 - Connect to bldg sanitary sewer	Included	Included	Included	Included	Included	
Note 22 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 23 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	
Note 24 - Connect to onsite main line per 2/C-701	Included	Included	Included	Included	Included	
Note 25 - House connection per APWA Std Plan 222-2	Included	Included	Included	Included	Included	
Storm Drain						
Site Utility Plan C-401,402,403,404	Included	173,320	Included	143,618	Included	
Note 1 - Install SDR-35 storm drain line per 4/C-701	Included	Included	Included	Included	Included	
Note 2 - Construct 12"x12" catch basin per 6/C-701	Included	Included	Included	Included	Included	
Note 3 - Connect to existing onsite main line per 2/C-701	Included	Included	Included	Included	Included	

Bid Evaluation Report



Site Utilities

Marshall Classroom Building

Subcontractors

Description	Subcontractors					Job Number	1641
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Suttles Plumbing	Bid Date	6/7/2017
						Date Printed	7/27/2017
						Toro Ent.	
Note 4 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included		
Note 5 - Install Arturn grate NDS 1280 & catch basin 1200 or equal	Included	Included	Included	Included	Included		
Note 6 - Connect to on-site main line per 2/C-702	Included	Included	Included	Included	Included		
Note 7 - Connect to bldg storm drain line	Included	Included	Included	Included	Included		
Note 8 - Install SDR-21 storm drain line per 4/C-701	Included	Included	Included	Included	Included		
Note 9 - Install French Drain per 2/C-704	Included	Included	Included	Included	Included		
Other: Trench Drain concrete basin per 4/S-400A	Included	Included	Included	Included	Included		
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402	Included	Included	Included	Included	Included		
Water							
Site Utility Plan C-401,402,403,404	Included	64,295	Included	Included	33,353	Included	
Note 30 - Connect to existing onsite main line	Included	Included	Included	Included	Included	Included	
Note 31 - Install 4" Double Check Detector Backflow Preventer Assembly with Fire Department Connection per 3/C-701, Ames 3000 SS OS&Y w/ Tamper Switches connected to Fire Alarm	Included	Included	Included	Included	Included	Included	
Note 32 - Install AWWA C900 PVC pressure Class 200 Water line per 4/C-701	Included	Included	Included	Included	Included	Included	
Note 33 - Install concrete thrust block per 4/C-703	Included	Included	Included	Included	Included	Included	
Note 34 - Connect to bldg Fire Water connection	Included	Included	Included	Included	Included	Included	
Note 35 - Connect to building Domestic Water connection	Included	Included	Included	Included	Included	Included	
Note 36 - Connect to existing onsite main line	Included	Included	Included	Included	Included	Included	
Note 37 - Install Gate valve per 5/C-701	Included	Included	Included	Included	Included	Included	
Note 38 - Fire Department Connection per 1/C-704	Included	Included	Included	Included	Included	Included	
Note 39 - Connect to onsite main water line	Included	Included	Included	Included	Included	Included	
Includes:	Included	Included	Included	Included	Included	Included	
Sawcutting for New Utilities	Included	Included	Included	Included	Included	Included	
Excavation, compact bottom, sand shading, install pipe, backfill, compaction of trench	Included	Included	Included	Included	Included	Included	
Base Pave Trenches	Included	Included	Included	Included	Included	Included	
Overlay trench with new AC Paving section	Included	Included	Included	Included	Included	Included	
Lane Closure/Traffic Control	Included	Included	Included	Included	Included	Included	
Water Line for Irrigation inside the CIP Planters - L-1 (not clearly indicated on C sheets)	2,500	2,500	2,500	2,500	2,500	2,500	
Include tapping into existing mainline for new lines	Included	Included	Included	Included	Included	Included	
Sawcut & remove AC paving & put back for access to mainline tap-in	Included	Included	Included	Included	Included	Included	

Bid Evaluation Report



Site Utilities

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	1641
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Date Printed	6/7/2017
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included		7/27/2017
Other:						
FDC Bollards & Footings (include if not shown)	1,000	1,000	1,000	1,000	1,000	
POC Flanged into FS min 24" aff room by this sub - 1/FP-02	Included	Included	Included	Included	Included	
Gas						
NOT SHOWN on Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Gas Lines per Plumbing Sheets	Included	Included	Included	Included	Included	
Connect to existing Gas Line onsite - Not Shown	See Allowance	See Allowance	See Allowance	See Allowance	See Allowance	
TOTALS	228,861	325,112	212,022	210,055	256,632	0
Recommendation:	Amount					
Sam Hill & Sons	210,055					

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/10/18

- STUDY SESSION** _____
- CLOSED SESSION** _____
- SECTION A-1: PRELIMINARY** _____
- SECTION A-II: REPORTS** _____
- SECTION B: HEARINGS** _____
- SECTION C: CONSENT AGENDA** _____

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

SECTION D: ACTION _____ **X**

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

Ratification of Change Order No. 004 to Construction Services Agreement #17-139 with Ardalan Construction Company Inc. to adjust costs for the Harrington ECDC Project (Penanhoat/Fateh/CFW)

The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan first adopted in 2013, calls for the modernization of the Harrington ECDC (“Project”). The Project includes the modernization of two (2) existing classroom buildings and the one (1) original administration building, and associated sitework at the existing school site. The modernized facilities will provide for educational programs. Harrington ECDC Change Order #004 is for the additional site development scope of work and general contractor management.

Change Order No. 004 provides for the Board’s consideration and approval of seven (7) change proposals with the following scope of work:

- COP #01 – Electrical & Low Voltage Relocation, Fire Alarm Modifications
- COP #13 – Asphalt Petromat Demolition Removal (Estimate for 12,000 sf with Petromat)
- COP#21 – Asphalt Repair, Seal & Striping at Building A
- COP #25 – Provide Credit to Delete Fencing by Building A & C
- COP #35 – Exterior Light New Clock System
- COP #36 – Three Portable Demolition & Descope
- COP #38 – Extended Schedule

FISCAL IMPACT

One Hundred Twenty-Five Thousand Three Hundred Six Dollars and Fifty-Nine Cents (\$125,306.59)
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 #17-139 with Ardalan Construction Company Inc. to provide Construction Services related to the Harrington ECDC Project.

ADDITIONAL MATERIAL

Attached:

- Change Order #004, Ardalan Construction Company Inc. (2 Pages)
- COP #01 (23 Pages)
- COP #13 (13 Pages)
- COP #21 (9 Pages)
- COP #25 (7 Pages)
- COP #35 (7 Pages)
- COP #36 (16 Pages)
- COP #38 (13 Pages)
- Construction Services Agreement #17-139, Ardalan Construction Company Inc. (2 Pages)



CHANGE ORDER

Date: 10.10.2018

CHANGE ORDER NO. 004

PROJECT: Harrington ECDC
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-139

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT Perkins Eastman
Architects, D.P.C.
115 Fifth Avenue
New York, NY 10003-1004

CONTRACTOR:
Ardalan Construction Company
8 E Gainsborough Road
Thousand Oaks, CA 91360
Attn: Teo Barragan

Architects Proj. No.: 21336.00
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116673

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.....	\$ 1,952,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (003).....	\$ 276,461.16
ADJUSTED CONTRACT SUM.....	\$ 2,228,461.16
NET CHANGE -	\$ 125,306.59

Total Change Orders to Date: 004.....\$ 401,767.75

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 004..... \$ 2,353,767.75

Commencement Date: September 18, 2017

Original Completion Date: July 18, 2018

Original Contract Time:303 Calendar Days

Time Extension for all Previous Change Orders:070 Calendar Days

Time Extension for this Change Order:030 Calendar Days

Adjusted Completion Date: October 26, 2018

Percentage (20.06%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COP #01 – Electrical & Low Voltage Relocation, Fire Alarm Modifications		\$11,272.97		
2.	COP #13 – Asphalt Petromat Demolition Removal (Estimate for 12,000 sf with petromat)		\$23,778.70		
3.	COP #21 – Asphalt Repair, Seal & Striping at Building A		\$8,744.48		
4.	COP #25 – Provide Credit to Delete Fencing by Bldg A & C		(\$10,729.96)		
5.	COP #35 – Exterior Light New Clock System		\$2,183.00		
6.	COP #36 – Three Portable Demolition & Descope		\$17,710.07		
7.	COP #38 – Extended Schedule		\$72,347.33		
	Totals		\$125,306.59		

Total Change Order No. 004 \$ 125,306.59

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASSISTANT SUPERINTENDENT, BUSINESS AND FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

School Name:	HARRINGTON ELEMENTARY SCHOOL
Project Name:	HARRINGTON EARLY CHILD DEVELOPMENT
To:	CHRIS YAFUSO, ASSISTANT PROGRAM MGR.
From:	ARDALAN CONSTRUCTION CO. INC.

Date:	August 8, 2018
COP Number:	1-Rev1
Contract Number:	17-139
Bid Number:	17-01

Description of Work:

This change order is for the following work: 1). Relocate/provide permanent power to MDF equipment due to current power being located in the area of Building C which will be completely demolished. 2). The existing low voltage wiring fiber, phone and fire alarm will need to be temporarily re-routed from MDF room to room 801 until final permanent location from room 801 is determined. 3). The portables that are to remain on site west of the campus will require to tie the low voltage and fire alarm devices and reprogram the system.

A. Subcontractor Cost of the Work:

Venco Electric, Inc.	\$ 9,414.42 \$9,408.51
_____	\$ -
_____	\$ -
_____	\$ -
_____	\$ -
_____	\$ -
_____	\$ -
	Subtotal A: \$ 9,414.42 \$9,408.51

B. Contractor Cost of the Work:

	Subcontractor Mark Up 5%:	\$ 470.72 \$470.43
Payroll Costs (See attached supporting documentation.)	\$ 1,020.00	
Materials and Equipment (See attached supporting documentation.)	\$ -	
Consultant Costs (See attached supporting documentation.)	\$ -	
Supplemental Costs (See attached supporting documentation.)	\$ -	
	Subtotal B:	\$ 1,020.00

C. Contractor Fee: (As per General Conditions)

15% GC Work Only	Subtotal C: \$ 153.00
2% Bond Fee	Subtotal D: \$ 221.16 \$221.04
	Total: \$ 11,279.30 \$11,272.97

The proposal would Increase Decrease

the Contract Time by TBD calendar days.

The proposal does NOT affect the Contract Time.

Teo Barragan

Teo Barragan, Project Manager

August 8, 2018

Contractor's Signat ARDALAN CONSTRUCTION CO. INC.

Printed Name & Title

Date



WORKSHEET

COP: 1-Rev1

Date: 8/8/2018

Owner: Oxnard School District

Project: Harrington Early Child Development Center

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub (YTD)
	This change order is for the following:						
1	09/30/17: (Venco Electric): Provide permanent power to MDF equipment room from Panel F' in Building B						\$ 6,221.06
2	09/30/17: (Ardalan): Field Supervision	4	\$ 85.00	\$ 340.00			
3	10/03/17: (Venco Electric): Trace low voltage wires and order materials						inc above
3	10/11/17: (Venco Electric): Trace low voltage wires and identify, coordinate work with low voltage sub.						inc above
4	10/17/17: (Venco Electric): Provide and set temporary risers for data/comm.						inc above
5	10/18/17: (Venco Electric): Locate pathways and direct low voltage subcontractor						inc above
6	10/18/17: (Pacificom): Provide and install 12MM fiber and 12 pair phone cables from existing MDF to IDF in Rm. 801						inc above
7	10/21/17: (Venco Electric): Fire Alarm/Low Voltage transfer						inc above
8	10/21/17: (Ardalan): Field Supervision	8	\$ 85.00	\$ 680.00			\$ 687.50
9	6/20/2018: (Venco Electric) Replace Bad Fire Alarm Transmitter						\$ 1,115.02
10	6/26/2018: (Venco Electric) Trouble Shoo FA Device for Portables to remain on site						\$ 1,390.84
11	7/27/2018: (Venco Electric) Demo power, fire alarm at Portable R1 and reprogram system.						
	Note: The cost for final relocation of equipment in room 801, fiber optic, phone and fire alarm is not included in this cost proposal, further information is required to be able to provide cost for this work.						
				\$ 1,020.00	\$ -	\$ -	\$ 9,414.42
				Total W/O Markup			\$ 10,434.42

\$6,215.15

\$9,408.51

10,428.51

Notes: This change order proposal is an estimate and does not include cost of un-knowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.



REQUEST FOR INFORMATION (RFI)

Project Name: Harrington Early Child Development Center
 Owner Name: Oxnard School District
 To: (Architect) Dougherty + Dougherty Architects
 From: Ardalan Construction Company, Inc.

RFI Number: 07
 Date: 10/12/2017
 Bid No.: 17-01

AD001

_____ Drawing Number Detail _____ Specification Section _____ Sheet Number

This information is requested for the following reason:

<input checked="" type="checkbox"/> Direction not given in Contract Documents	<input type="checkbox"/> Specifications Reference
<input type="checkbox"/> Interpretation of Contract Documents	<input type="checkbox"/> Shop Drawings Reference
<input checked="" type="checkbox"/> Conflict in Contract/Contract Drawings	<input type="checkbox"/> Other

POSSIBLE COST IMPACT: YES NO

Request:

The existing fiber optic, telephone and low voltage wiring cabling are in the way of the demoliton work and need to be relocated to avoid interruption to the existing facilities. These existing utilities are not shown in the plans and ran above the ceiling space there is no way of telling these ran through there. The electrical contractor will need to re-route and repull new temporary wiring to the IDF in room 801. This work will need to be done after hours and weekends to avoid interruption during regular school hours. Change order proposal has been submitted for this work for approval. (see RFI #07-Attachment)

Request Issued by: Teo Barragan Teo Barragan 10/12/2017
 Ardalan Construction Co., Inc. Contractor's Signature Name (Printed) Date

Response:

Authorization of change order proposal to be issued by District's representative.

Response Issued by: Trang Nguyen Trang Nguyen _____
 Dougherty + Dougherty Architects Architect's Signature Name (Printed) Date

VENCO ELECTRIC, INC.

Lic #446770 C-10
2360 Sturgis Road, #D
Oxnard, CA 93030
Phone (805) 278-1922
Fax (805) 278-1959

C/O Proposal #1RR

Page No. 1 of 2 Pages
Job Name: Harrington Early Child Dev.
Location: Oxnard

TO; Ardalan Construction
ATTN: Teo

ITEM # 1 TO 7

Date: 10-25-17

We hereby submit specifications and estimates for:

Revised Actual Cost for Change Order #1 & change order #2:

Materials	\$304.14	
Tax	\$25.09	
Labor	\$3,153.70	
Sub Contractor	\$2,172.58	\$ 2,167.21
Sub Total	\$5,655.51	\$ 5,650.14
OH & P	\$565.55	\$ 565.01
Total	\$6,221.06	\$ 6,215.15

WE PROPOSE hereby to furnish material and labor – complete in accordance with these specifications, for the sum of: ~~\$6,221.06~~

\$ 6,215.15

Payable as follows: _____

All material is guaranteed to be as specified.

All work to be completed in a workmanlike manner according to 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 Workman's Compensation Insurance.

Authorized Signature Roy Martin

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. ACCEPTANCE OF PROPOSAL – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

Time and Material Log

Venco Electric, Inc.
 2360 Sturgis Road, Ste #D
 Oxnard, CA 93030
 Ph: 805-278-1922 Fx: 805-278-1959

Date: 10-3-17
 Page # 1 of 6
 Reference: IDF reseed
 Contractor: Ardayan Con
 Project name: Harrington

Description of work performed:

On site with com sub tracing out existing feeds to IDF 801 + 304. Plan on running over head from MDF to 300 then to 801. ~~adding~~ ordering out Fiber, phone, FA outdoor cable

Name	Trade	Class	Straight Time	Overtime
Michael Sheets	elec	EM	2	
Paul Vaccas	com		2	

Description	Material		Equipment		
	Quantity	Unit	Description	Quantity	Unit
WA					

Comments:

Signed: Michael Sheets

Date: 10/3/17

Time and Material Log

Venco Electric, Inc.
 2360 Sturgis Road, Ste #D
 Oxnard, CA 93030
 Ph: 805-278-1922 Fax: 805-278-1959

Date: 10/17/17
 Page # 3 of 6
 Reference: TEMP LOW VOLTAGE
 Contractor: ARDALAN
 Project name: HASLINGTON

Description of work performed:

ADD TEMPORARLY RISERS FOR DATA/COM TEMP

Name	Trade	Class	Straight Time	Overtime
<u>Billy</u>	<u>ELEC</u>	<u>SW</u>	<u>5</u>	

Description	Material		Description	Equipment	
	Quantity	Unit		Quantity	Unit
<u>10' 2" GAL PIPE</u>	<u>1</u>				
<u>2" STRAW RELIEF BOLDS</u>	<u>2</u>				
<u>10 THICK HOLED STRUT</u>	<u>1</u>				
<u>2" HW STRUT STRAPS</u>	<u>4</u>				
<u>3/8 X 1/2 LAG BOLTS</u>	<u>10</u>				
<u>3/8 WASHERS</u>	<u>10</u>				

Comments:

Verify Time Only

Signed: _____

Kim [Signature]

Date: _____

10/17/17

Time and Material Log

Venco Electric, Inc.
 2360 Sturgis Road, Ste #D
 Oxnard, CA 93030
 Ph: 805-278-1922 Fax: 805-278-1959

Date: 10/18/17
 Page # 4 of
 Reference: TEMP LOW VOLTAGE
 Contractor: ADALAN
 Project name: HARRINGTON

Description of work performed:

ASSITE PACIFIC COM WITH LOCATIONS & SCOPE OF WORK. FINDING PATHWAY IN CORKING

Name	Trade	Class	Straight Time	Overtime
Billy Magee	ECCC	ISW	2.5	

Description	Material		Description	Equipment	
	Quantity	Unit		Quantity	Unit

Comments:

Signed: Kim [Signature] 5709 Date: 10/19/17

Time and Material Log

Venco Electric, Inc.
 2360 Sturgis Road, Ste #D
 Oxnard, CA 93030
 Ph: 805-278-1922 Fx: 805-278-1959

Date: 10/21/17
 Page # 5 of 6
 Reference: FIRE ALARM
 Contractor: ARISALAN
 Project name: HARRINGTON

Description of work performed:

TEST 800 BLADES OFF LINE & TEST SYSTEM. WILL START THROUGH FIRE ALARM. CHECK WORKS BLADES ON DEWIRING BLADES

Name	Trade	Class	Straight Time	Overtime
Billy Magee	ELEC	JW		4

Description	Material		Equipment		
	Quantity	Unit	Description	Quantity	Unit

Comments: COLLECTED 800 BLADES ARE ON FIRE ALARM SYSTEM & WORKING PROPERLY.
A BEEZ ALARM IS A CONSTANT BEEP

Signed: *R. S.* Date: 10/21/17

Time and Material Log

Venco Electric, Inc.
 2360 Sturgis Road, Ste #D
 Oxnard, CA 93030
 Ph: 805-278-1922 Fx: 805-278-1959

Date: 10/18/17
 Page # 624
 Reference: LN 12MM (TEMP)
 Project Name: Internet Lines
 Super name: HAWKINS

Description of work performed:

Installed a 12MM fiber
existing MDF to patch panel

Name	Trade	Class	Straight Time	Overtime
<u>Jason Evans</u>				
<u>Daniel Martinez</u>				
<u>Glean Vacea</u>				

Description	Material		Description	Equipment	
	Quantity	Unit		Quantity	Unit
<u>320' 12MM fiber</u>	<u>320'</u>				
<u>320' 12 pr. phone</u>	<u>320'</u>				
<u>LC connectors</u>	<u>12</u>				
<u>12 strand break-out kits</u>	<u>2</u>				
<u>Overhead cable hardware</u>					
<u>Fiber optic consumables</u>					

Comments:

Signed: _____

[Signature]
Rui Sun 570

Date: _____

Time and Material Log

Venco Electric, Inc.

2360 Sturgis Road, Ste #D

Oxnard, CA 93030

Ph: 805-278-1922 Fx: 805-278-1959

Date: 9-30-17

Page # 1

Reference: critical power / room

Contractor: Arden Con

Project name: Harrington EDC

Description of work performed:

- trace out building feeds. trace out power to MDF, FAAP, SEC panel for building C - reroute power to Admin for ~~same~~ MDF, FAAP, security

Name	Trade	Class	Straight Time	Overtime
Michael Sheets	elec	FM		4
Billy Magee	elec	JW		4

Description	Material		Equipment		
	Quantity	Unit	Description	Quantity	Unit
1/2" EMT	10'		#12	350'	
1/2" con	4		4s box	1	
comp	1		4s blank	1	
oneholes	2		wirenuts		
EZ anchors	4				
#10x2					

Comments:

critical power relocated out of building "C" for first phase demo - need to relocate power + IDF in 300 portables for the 300 building - reroute 600 portables IDF fire ALARM + security to feed from 300 building "kindergarden" instead of 400 "C". Pacificon on site next week to start relocating critical com

Signed: Michael Sheets

Date: 9/30/17

VENCO ELECTRIC, INC.

Lic #446770 C-10
2360 Sturgis Road, #D
Oxnard, CA 93030
Phone (805) 278-1922
Fax (805) 278-1959

C/O Proposal #12

Page No. 1 of 2 Pages
Job Name: **Harrington Early Child Dev.**
Location: **Oxnard**

ITEM #09

TO; Ardalan Construction
ATTN: Teo

Date: 6-20-18

We hereby submit specifications and estimates for:

**Replace Universal Digital Alarm Communicator Transmitter
on Fire alarm System:**

Material	\$625.00
<u>OH&P</u>	<u>\$62.50</u>
Total	\$687.50

WE PROPOSE hereby to furnish material and labor – complete in accordance with these specifications, for the sum of: **\$687.50**

Payable as follows: _____

All material is guaranteed to be as specified.

All work to be completed in a workmanlike manner according to 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 Workman’s Compensation Insurance.

Authorized Signature Roy Martin

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. ACCEPTANCE OF PROPOSAL – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____



DATE: June 20, 2018
TO: Mike Sheets, Venco Electric
PROJECT: Harrington Early Child Development
Oxnard, CA

#009

Dear Valued Customer:

We propose to furnish the following Honeywell part in accordance with the terms set forth. Prices quoted are effective for 30 days from the date of this quotation unless extended in writing.

(1) UDACT-2 Universal Digital Alarm Communicator Transmitter \$625.00

This proposal/quotation shall remain in effect for the next (30) days.
Please feel free to contact me regarding any of your fire protection needs.
I thank you for your time and consideration.

Sincerely,

Trevor Mathews
Cosco Fire Protection, Inc.
Fire Alarm Sales
Cell: (323) 397-9064
Email: tmathews@coscofire.com



In signing this document I am acknowledging that I understand, am authorized to accept, and accept this Proposal/Contract in its entirety.

Accepted By: _____ Date: _____
Name & Title: _____
Billing Address: _____
City, State & Zip: _____
P.O. # _____

VENCO ELECTRIC, INC.

Lic #446770 C-10
2360 Sturgis Road, #D
Oxnard, CA 93030
Phone (805) 278-1922
Fax (805) 278-1959

C/O Proposal #14

Page No. 1 of 2 Pages
Job Name: Harrington Early Child Dev.
Location: Oxnard

ITEM # 10

TO; Ardalan Construction
ATTN: Teo

Date: 6-26-18

We hereby submit specifications and estimates for:

Labor only for troubleshooting existing fire alarm wiring to connect

last two portables:

Labor	\$1,013.65
<u>OH&P</u>	<u>\$101.37</u>
Total	\$1,115.02

WE PROPOSE hereby to furnish material and labor – complete in accordance with these specifications, for the sum of: **\$1,115.02**

Payable as follows: _____

All material is guaranteed to be as specified.

All work to be completed in a workmanlike manner according to 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 Workman’s Compensation Insurance.

Authorized Signature Roy Martin

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. ACCEPTANCE OF PROPOSAL – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

VENCO ELECTRIC, INC.

Lic #446770 C-10
2360 Sturgis Road, #D
Oxnard, CA 93030
Phone (805) 278-1922
Fax (805) 278-1959

C/O Proposal #15

Page No. 1 of 5 Pages
Job Name: Harrington Early Child Dev.
Location: Oxnard

ITEM # 11

TO; Ardalan Construction
ATTN: Teo

Date: 7-27-18

We hereby submit specifications and estimates for:

Demo power and fire alarm at portable R1 and reprogram system for removed devices:

Labor only	\$820.40	✓
<u>Sub-Contractor</u>	<u>\$444.00</u>	✓
Sub-Total	\$1,264.40	✓
<u>OH&P</u>	<u>\$126.44</u>	✓
Total	\$1,390.84	✓

WE PROPOSE hereby to furnish material and labor – complete in accordance with these specifications, for the sum of: \$1,390.84

Payable as follows: _____

All material is guaranteed to be as specified.

All work to be completed in a workmanlike manner according to 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 Workman's Compensation Insurance.

Authorized Signature Roy Martin

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. ACCEPTANCE OF PROPOSAL – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

Time and Material Log

VENCO Electric, Inc.

Date: 7-17-18

Owner: _____

Contractor: Asdalan Con

Project no: DEMO R1 existing FA

Project name: Huxington

Description of work performed:

DEMO power & fire Alarm of portable R1 - reprogram fire Alarm panel taking out existing R1 devices

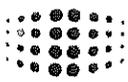
Name	Trade	Class	Straight Time	Overtime
<u>Michael Sheets</u>	<u>elec</u>	<u>FM</u>	<u>8</u>	

Description	Material		Equipment		
	Quantity	Unit	Description	Quantity	Unit

Comments:

Signed: Michael Panco

Date: 7/17/18



COSCO Fire Protection

1075 West Lambert Road, Bldg. D, Brea, CA 92821-2944
(714) 989-1800 Fax: (714) 989-1619

11

Service Call #:	
Date:	6/22/18
Sales Terms:	Net Ten (10) Days
Sales Representative:	

Invoice To:
ARDALAN

Product Line:

<input checked="" type="checkbox"/> A&D/Electrical	<input type="checkbox"/> Sprinkler/Mechanical
<input type="checkbox"/> Extinguisher	<input type="checkbox"/> Kitchen Hood
<input type="checkbox"/> Special Hazards	<input type="checkbox"/> Inspection
<input type="checkbox"/> Other:	

Contact Name: **JUAN ROMERO**

Agreement Type:

<input checked="" type="checkbox"/> Time & Material
<input type="checkbox"/> Price Not to Exceed \$
<input type="checkbox"/> Lump Sum Fixed Price of \$

Ph #: Fx #:

Job Location: **HARRINGTON EARLY EDU.**

Site Information:

Inspection Due?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Return Trip Required?	<input type="checkbox"/>	<input type="checkbox"/>
Customer Provided Fire Watch Required?	<input type="checkbox"/>	<input type="checkbox"/>
Cosco Sticker Posted?	<input type="checkbox"/>	<input type="checkbox"/>

Contact Name:

Ph #: Fx #:

Panel Type:

Work Description: **REPROGRAM IN PORTABLES R1, R2, R4
TROUBLE SHOOT WIRING TO GET SYSTEM
BACK ONLINE REPLACE 1 FSP-851
THAT WENT BAD.**

4 HR

CHANGE ORDER

Labor/ Material	Product #	Description	Qty	Unit/ Meas.	Unit Price	Extended Price
		FSP-851	1			

Authorized Customer Signature: <i>Juan Romero</i>	Labor and Other Subtotal
Print Name & Title: Juan Romero	Material Subtotal
Customer PO:	Tax
All work is subject to the terms & conditions on the back of this work order. All invoices are due net 10-days (no exceptions).	Shipping & Handling
Technician: MICKY CLYDE 4HR	Total Due

Date: **6/21/18**

29496



REFERENCE: **Harrington ECDC**

SUBJECT: **Programming on 7/17/18**

Dear Valued Customer:

Cosco Fire Protection is pleased to submit a lump sum quotation in the amount of **\$444.00** for the installation of the fire alarm system at the above referenced project.

Inclusions:

1. 4 hours of labor
2. 1 smoke detector

Cosco's "*General Terms & Conditions*" (attached) shall be made a part of this proposal.

This proposal/quotation shall remain in effect for the next (30) days.

Should this meet with your acceptance, kindly sign & return this document to my attention.

Please feel free to contact me regarding any of your fire protection needs.

I thank you for your time and consideration.

Subject: Re: Harrington ECDC - Change ORders
From: Jenn (vencoelectric@verizon.net)
To: teo@ardalancc.com;
Date: Thursday, April 19, 2018 12:38 PM

Teo,

ELECTRICIAN.

Please see burden breakdown:

Workers Comp.	9.95%
General Liability	15.6%
FICA	6.2%
FUTA	.6%
Med.	1.45%
UI	6.2%



OVERTIME RATE

$$\$93.10 \times 1.4\% = \$130.34.$$



$$\$139.45 / \text{HR}$$

-----Original Message-----

From: Teo Barragan <teo@ardalancc.com>
 To: Jenn <vencoelectric@verizon.net>
 Sent: Wed, Apr 18, 2018 2:41 pm
 Subject: Re: Harrington ECDC - Change ORders

Hi Jenn,

I have notified CFW and they have requested for back up for the labor burden, same with me:(.

Best Regards,

Teo Barragan, Project Manager
 Ardan Construction Company, Inc.
 8 E. Gainsborough Road
 Thousand Oaks, CA 91360
 Tel: 805-496-7273 Fax: 805-496-7310
 E-Mail: teo@ardalancc.com
 CA Lic. 893121

From: Jenn <vencoelectric@verizon.net>
To: teo@ardalancc.com
Sent: Wednesday, April 18, 2018 1:23 PM
Subject: Re: Harrington ECDC - Change ORders

Teo
 Rates are per Prevailing wage (DIR) plus 40% burden
 Journeyman/wireman rate \$65.82 X 1.4 = \$92.15

Trade	PW Determ. Rate	PR Tax	WC	GL	Total Burden %	Fully Burdened Hourly Rate
Carpenter	\$ 59.82	15.45%	12%	10%	37.45%	\$ 82.22
Cement Mason	\$ 58.75	15.45%	12%	10%	37.45%	\$ 80.75
Drywall Installer	\$ 60.10	15.45%	12%	10%	37.45%	\$ 82.61
Laborer	\$ 54.83	15.45%	12%	10%	37.45%	\$ 75.36
Operating Eng.	\$ 72.93	15.45%	12%	10%	37.45%	\$ 100.24



WORKSHEET

COP: 13-Rev1

Date: 9/14/2018

Project: Harrington Early Child Development Center

Owner: Oxnard School District

Item	Description of Work	Qty	Rate	Total	Material	Fees/Equip	Sub Cost
	11,800 sf x 6" = 219 cy which equals to about 29 loads						
1	Credit for cost to recycle clean asphalt to Vulcan in Oxnard, CA	29	\$ (30.00)	\$ (870.00)			
2	Credit for trucking/haul to Vulcan clean yard (1.25 hr round trip per load) 1.25 hr x 29 = 36.25	36.25	\$ (150.00)	\$ (5,437.50)			
3	Handling petromat material	48	\$ 77.98	\$ 3,743.04	\$ 3,119.20		
4	Landfill dumping fee for asphalt with petromat	29	\$ 200.00	\$ 5,800.00			
5	Cost to haul asphalt with petromat to Landfill (3 hr round trip per load)	87	\$ 180.00	\$ 15,660.00			
6	Additional equipment needed to remove, separate and load the additional layers of petromat: (2) additional days			\$ 18,271.76		\$ 2,000.00	
				\$ 18,895.54	\$ -	\$ 2,000.00	\$ -
Total W/O Markup				\$ 20,895.54			
							\$ 20,721.70

Notes: This change order proposal is an estimate and does not include cost of unknowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.



REQUEST FOR INFORMATION (RFI)

Project Name:	Harrington Early Child Development Center
Owner Name:	Oxnard School District
To: (Architect)	Dougherty + Dougherty Architects
CC'd: CFW, Inc.	CFW, Inc.
From:	Ardalan Construction Company, Inc.

RFI Number:	5
Date:	10/12/2017
Bid No.:	17-01

		AD001
Drawing Number Detail	Specification Section	Sheet Number

This information is requested for the following reason:

<input checked="" type="checkbox"/> Direction not given in Contract Documents	<input type="checkbox"/> Specifications Reference
<input type="checkbox"/> Interpretation of Contract Documents	<input type="checkbox"/> Shop Drawings Reference
<input type="checkbox"/> Conflict in Contract/Contract Drawings	<input type="checkbox"/> Other

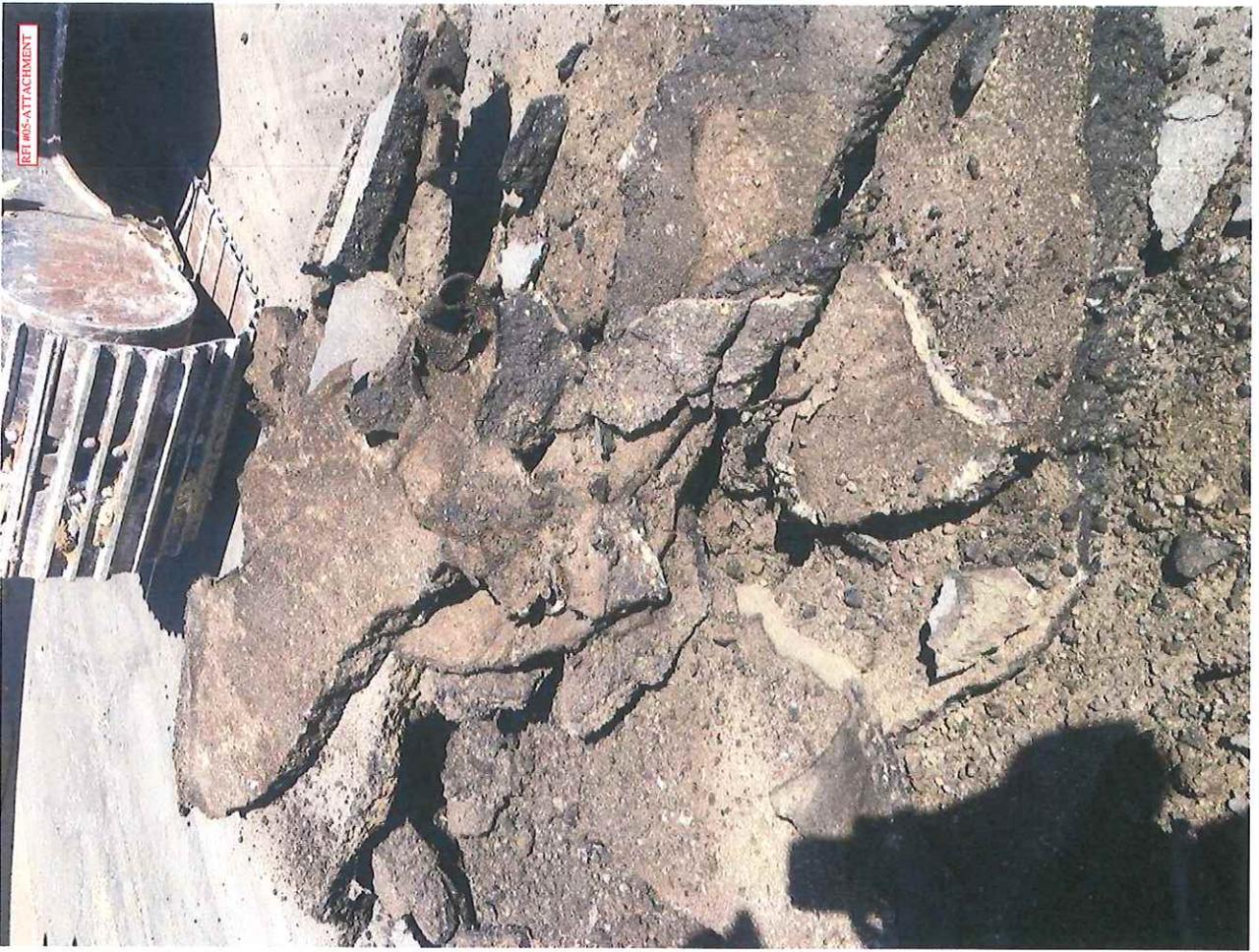
POSSIBLE COST IMPACT: YES NO

Request:
 During demolition of the existing asphalt we discovered an additional layer of asphalt plus petromat (+-6" thick total). It is very difficult and expensive to locate a facility that will take asphalt with petromat. Please advise how to proceed. (see RFI #05-attachment)

Request Issued by:	<u>Teo Barragan</u>	<u>Teo Barragan</u>	<u>10/12/2017</u>
Ardalan Construction Co., Inc.	<i>Contractor's Signature</i>	<i>Name (Printed)</i>	<i>Date</i>

Response:
 Proceed as planned. Provide pricing quotes for review.

Response Issued by:	<u>Trang Nguyen</u>	<u>Trang Nguyen, Dougherty, October 16, 2017</u>	
Dougherty + Dougherty Architects	<i>Architect's Signature</i>	<i>Name (Printed)</i>	<i>Date</i>



Quotation



Attn: Teo 805-496-7310 teo@ardalancc.com

Quote Name: 2501 GISLER - OXNARD

Quote #: 541481

ARDALAN CONSTRUCTION CO INC
8 GAINSBOROUGH RD
THOUSAND OAKS, CA 91360

2501 GISLER - OXNARD
SAT-6
OXNARD, CA 93030

Acct#: 213446

Date:	Thursday, July 12, 2018	Sales Rep :	Bianca Jones
Quote Created:	Tuesday, June 26, 2018		16013 E. Foothill Blvd.
Effective From:	Tuesday, June 26, 2018		IRWINDALE, CA 91702
Quote Expiration:	Thursday, July 26, 2018	Phone:	(626)633-4248
Price Expiration:	Thursday, July 26, 2018	Fax :	
		Email:	jonesbi@vmcmail.com

Special Instructions:

**HMA price is based on \$409.60 per ton of liquid asphalt (Crude Oil). Any change in liquid asphalt of \$5.00 or greater will be billed to the customer at \$0.30 per ton for every \$5.00 increase. (For Example: If oil is at \$500.00 and goes up to \$505.00, you would add \$0.30 to the current material price.)

***** CLEAN AC GRINDING DUMPS are billed @ \$30.00 per load & are based on space availability and purchase of a equal amount of asphalt.**

***** \ AC GRINDING DUMPS WITH PETROMAT are billed @ \$200.00 per load & are based on space availability and purchase of a equal amount of asphalt.**

ASPHALT

Plant	Product Name	Product #	QtyU/M	FOB Plant	Haul Rate	Delivered
SATICOY HMA	ST1/2 MM PG64-10	320807	250 Tons	\$59.00	5.43	\$64.43
SATICOY HMA	ASPH DUMP	Truck Type 8LAF1	STD FRT RATE 1 Loads	\$30.00	0.00	

NOT AN ORIGINAL



Shipping Location: 6025 VANALDO AVENUE, OXNARD, CA 93547-1161

NOT AN ORIGINAL



Shipping Location: 6025 VANALDO AVENUE, OXNARD, CA 93547-1161

TOTAL: 29 LOADS

WEIGHMASTER CERTIFICATE: THIS IS TO CERTIFY that the following described commodity was weighed, measured, or sampled in accordance with the applicable provisions of the California Code of Regulations, Title 25, Section 12700, of Division 5 of the California Business and Professions Code, Measurement Standards of the California Department of Food and Agriculture.

RECEIVED BY: [Signature] DATE: 09/11/2018 TIME: 08:26 PLANT: 4984-231 SATICOY HMA TICKET ID: 16424571

Read important health information on reverse. Peligro / Danger. Leases la informacion importante para la salud en el reverso.

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER ON THE VEHICLE.

UNITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one(1) year from date of delivery only that material sold hereunder substantially complies with seller's specifications for said material or the specifications set forth in seller's quotation. ALL WARRANTIES HEREBY EXCLUDED. ALL WARRANTIES OF MERCHANTABILITY STATED ABOVE, IN ADDITION, EXCEPT TO THE EXTENT OTHERWISE SET FORTH IN THE SPECIFICATIONS DESCRIBED ABOVE, SELLER MAKES NO WARRANTY, WHATEVER WITH RESPECT WHETHER ANY APPLICABLE OTHER STANDARDS APPLICABLE TO CUSTOMER'S JOB OR TO SAID MATERIAL AS USED BY CUSTOMER. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.

AS EVINCED BY SIGNATURE, OR DEPARTURE FROM SELLER'S FACILITY, CARRIER IS SOLELY RESPONSIBLE FOR VEHICLES' TARE WEIGHT, GROSS WEIGHT, GROSS WEIGHT, NET WEIGHT, NET WEIGHT, TARE WEIGHT, AND GROSS WEIGHT. SELLER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER OF OVERLOADS, SO AS TO REMAIN IN COMPLIANCE WITH ALL APPLICABLE WEIGHT LIMITS TO THE CARRIER'S SPILL, INADVERTENTLY SELLER'S OVERLOADS CAUSED BY OVERLOADING.

ALL SALES ARE DELIVERED MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS.

Table with columns: CUSTOMER, DELIVERY LOCATION, TRUCK ID NO, TRAILER ID NO, PRODUCT, SLOTT, GROSS LBS, TARE LBS, NET LBS, GROSS Wg, TARE Wg, NET Wg, GROSS LBS ONLY, MATERIAL, PER TON, AMOUNT. Includes data for OXNARD and OVERSIZE C.

Table with columns: CUSTOMER, DELIVERY LOCATION, TRUCK ID NO, TRAILER ID NO, PRODUCT, SLOTT, GROSS LBS, TARE LBS, NET LBS, GROSS Wg, TARE Wg, NET Wg, GROSS LBS ONLY, MATERIAL, PER TON, AMOUNT. Includes data for OXNARD and OVERSIZE C.

CUSTOMER PICKED UP

CUSTOMER PICKED UP

Table with columns: ARRIVE JOB, START UNLOAD, FINISH UNLOAD, JOB TIME, DELAY TIME. Includes a row for STANDISHAUL TIME APPROVAL.

Table with columns: ARRIVE JOB, START UNLOAD, FINISH UNLOAD, JOB TIME, DELAY TIME. Includes a row for STANDISHAUL TIME APPROVAL.

X

X

NOT AN ORIGINAL



SHIPPING LOCATION
6225 VINEYARD AVENUE
OXNARD, CA
805-547-1181

WEIGHMASTER CERTIFICATE, THIS IS TO

VERIFY THAT THE FOLLOWING DESCRIBED COMMODITY WAS WEIGHED, MEASURED, OR OTHERWISE VERIFIED BY THE SIGNATURE OF THE WEIGHMASTER, WHO IS A LICENSED PROFESSIONAL ENGINEER AS PRESCRIBED BY CHAPTER 7 (COMMENCING WITH SECTION 12700) OF DIVISION 8 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, MEASUREMENT STANDARDS OF THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE.

RECEIVED BY		AS/D	
DATE:	TIME:	PLANT:	TICKET ID:
09/11/2018	10:07	4894-231	SATICOY HMA
TRUCK TAKE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER ON THE TRUCK.		16424608	

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year, from date of delivery only that material sold hereunder substantially complies with Seller's specifications for said material or the specifications set forth in Seller's quotation. SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN EXPRESS WARRANTY STATED ABOVE. In addition, except to the extent otherwise set forth in the specifications described above, Seller makes no warranty whatsoever with respect to whether any aggregates in said material are friable, non-friable, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.

CUSTOMER	ARDALAN CONSTRUCTION CO	CUSTOMER P.O.	HARRINGTON	JOB NUMBER	17888
DELIVERY LOCATION	DESTINATION CODE	DRIVER NAME			
OXNARD	DUMP				
TRUCK NO	TRUCK ID NO	TRAILER ID NO			
2112					
PRODUCT	WEIGHMASTER IDENTITY				
BLOCI	OVERSIZE C	NET LBS	NET TON	2000 LBS	2000 LBS
0	9980	0	0.00	4.00	0
GROSS LBS	TYPE Tn	NET Tn	NET Tn	NET Tn	NET Tn
0	4526.88	0.00	0.00	0.00	0
GROSS Wt	MATERIAL	HAUL	TAX		
0.00					
PER TON	TRUCK TYPE				
AMOUNT	CUST-INCL				
	Sheet ID				
	W089				

CUSTOMER PICKED UP

ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME

X

NOT AN ORIGINAL



SHIPPING LOCATION
6225 VINEYARD AVENUE
OXNARD, CA
805-547-1181

WEIGHMASTER CERTIFICATE, THIS IS TO

VERIFY THAT THE FOLLOWING DESCRIBED COMMODITY WAS WEIGHED, MEASURED, OR OTHERWISE VERIFIED BY THE SIGNATURE OF THE WEIGHMASTER, WHO IS A LICENSED PROFESSIONAL ENGINEER AS PRESCRIBED BY CHAPTER 7 (COMMENCING WITH SECTION 12700) OF DIVISION 8 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, MEASUREMENT STANDARDS OF THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE.

RECEIVED BY		AS/D	
DATE:	TIME:	PLANT:	TICKET ID:
09/11/2018	10:06	4894-231	SATICOY HMA
TRUCK TAKE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER ON THE TRUCK.		16424607	

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year, from date of delivery only that material sold hereunder substantially complies with Seller's specifications for said material or the specifications set forth in Seller's quotation. SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN EXPRESS WARRANTY STATED ABOVE. In addition, except to the extent otherwise set forth in the specifications described above, Seller makes no warranty whatsoever with respect to whether any aggregates in said material are friable, non-friable, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.

CUSTOMER	ARDALAN CONSTRUCTION CO	CUSTOMER P.O.	HARRINGTON	JOB NUMBER	17888
DELIVERY LOCATION	DESTINATION CODE	DRIVER NAME			
OXNARD	DUMP				
TRUCK NO	TRUCK ID NO	TRAILER ID NO			
2112					
PRODUCT	WEIGHMASTER IDENTITY				
BLOCI	OVERSIZE C	NET LBS	NET TON	2000 LBS	2000 LBS
0	9980	0	0.00	3.00	0
GROSS LBS	TYPE Tn	NET Tn	NET Tn	NET Tn	NET Tn
0	4526.88	0.00	0.00	0.00	0
GROSS Wt	MATERIAL	HAUL	TAX		
0.00					
PER TON	TRUCK TYPE				
AMOUNT	CUST-INCL				
	Sheet ID				
	W089				

CUSTOMER PICKED UP

ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME

X

NOT AN ORIGINAL



SHIPPING LOCATION
5229 VINEYARD AVENUE
OXNARD, CA
805-547-1161

WEIGHMASTER CERTIFICATE: THIS IS TO CERTIFY THAT THE FOLLOWING DESCRIBED COMMODITY WAS WEIGHED, MEASURED, OR

RECEIVED BY: **Danger**
Peligro
Read important health information on reverse.
Lease la informacion importante para la salud en el reverso.

DATE: 09/11/2018 TIME: 11:27 PLANT: 4894-231 TICKET ID: 16424633

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER ON THE

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one(1) year from date of delivery only that material sold hereunder substantially complies with seller's specifications for said material or the specifications set forth in seller's quotation. SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN EXPRESS WARRANTY STATED ABOVE. In addition, except to the extent otherwise set forth in the specifications described above, Seller makes no warranty whatsoever with respect whether any aggregate in said material are infectious, non-deteriorative, or non-reactive or whether the material is in conformance with any laws, other specifications, regulations, ordinances, standards, or other standards applicable to customer's job or to said material as used by customer. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.

CUSTOMER: 213446 ARDALAN CONSTRUCTION CO HARRINGTON JOB NUMBER 17888

DELIVERY LOCATION: DESTINATION CODE: DUMP DRIVER NAME: TRUCK ID NO: TRAILER ID NO:

OXNARD TRUCKING NO: TRUCKING NO: WEIGHMASTER ID#

PRODUCT: BLOC1 OVERSIZE C

GROSS LBS 0 TARE LBS 9980 NET LBS 0 ZERO VALUE 0

GROSS Wt 0.00 TARE Wt 4526.93 NET Wt 0.00 PICKED-UP

GRADES ONLY MATERIAL HALL TAX

PER TON

AMOUNT

TRUCK TYPE: BLOC1

Driver ID: W1089

ALL SALES AND DELIVERIES MADE UNDER THE FOLLOWING GENERAL TERMS AND CONDITIONS:

AS EVIDENCED BY SIGNATURE OR PRINTED NAME OF THE CARRIER, THE CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THE WEIGHTS, TARE, WEIGHT, TARE AND WEIGHT GROSSER. SHALL BE WHEN TRUCK OR TRAILER HAS BEEN OUT OF COMPLIANCE WITH ANY MAXIMUM EXTERNT ALLOWED BY ANY REGULATORY AGENCY FOR OVERLOADING.

ALL SALES AND DELIVERIES MADE UNDER THE FOLLOWING GENERAL TERMS AND CONDITIONS:

Table with columns: ARRIVE JOB, START UNLOAD, FINISH UNLOAD, JOB TIME, DELAY TIME. Row 1: STAND BY/HAUL TIME APPROVAL, X

NOT AN ORIGINAL



SHIPPING LOCATION
5229 VINEYARD AVENUE
OXNARD, CA
805-547-1161

WEIGHMASTER CERTIFICATE: THIS IS TO CERTIFY THAT THE FOLLOWING DESCRIBED COMMODITY WAS WEIGHED, MEASURED, OR

RECEIVED BY: **Danger**
Peligro
Read important health information on reverse.
Lease la informacion importante para la salud en el reverso.

DATE: 09/11/2018 TIME: 11:29 PLANT: 4894-231 TICKET ID: 16424634

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER ON THE

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one(1) year from date of delivery only that material sold hereunder substantially complies with seller's specifications for said material or the specifications set forth in seller's quotation. SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN EXPRESS WARRANTY STATED ABOVE. In addition, except to the extent otherwise set forth in the specifications described above, Seller makes no warranty whatsoever with respect whether any aggregate in said material are infectious, non-deteriorative, or non-reactive or whether the material is in conformance with any laws, other specifications, regulations, ordinances, standards, or other standards applicable to customer's job or to said material as used by customer. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.

CUSTOMER: 213446 ARDALAN CONSTRUCTION CO HARRINGTON JOB NUMBER 17888

DELIVERY LOCATION: DESTINATION CODE: DUMP DRIVER NAME: TRUCK ID NO: TRAILER ID NO:

OXNARD TRUCKING NO: TRUCKING NO: WEIGHMASTER ID#

PRODUCT: BLOC1 OVERSIZE C

GROSS LBS 0 TARE LBS 9980 NET LBS 0 ZERO VALUE 0

GROSS Wt 0.00 TARE Wt 4526.93 NET Wt 0.00 PICKED-UP

GRADES ONLY MATERIAL HALL TAX

PER TON

AMOUNT

TRUCK TYPE: BLOC1

Driver ID: W1089

ALL SALES AND DELIVERIES MADE UNDER THE FOLLOWING GENERAL TERMS AND CONDITIONS:

AS EVIDENCED BY SIGNATURE OR PRINTED NAME OF THE CARRIER, THE CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THE WEIGHTS, TARE, WEIGHT, TARE AND WEIGHT GROSSER. SHALL BE WHEN TRUCK OR TRAILER HAS BEEN OUT OF COMPLIANCE WITH ANY MAXIMUM EXTERNT ALLOWED BY ANY REGULATORY AGENCY FOR OVERLOADING.

ALL SALES AND DELIVERIES MADE UNDER THE FOLLOWING GENERAL TERMS AND CONDITIONS:

Table with columns: ARRIVE JOB, START UNLOAD, FINISH UNLOAD, JOB TIME, DELAY TIME. Row 1: STAND BY/HAUL TIME APPROVAL, X

CAT CLASS 054-0700

75-85K HYDRAULIC EXCAVATOR

- Maximum digging depths of up to 26 feet
- Peak reach of 38 feet
- Maximum lift capacity of 76,577 lbs.
- Wide selection of general-purpose buckets available

1 Day: \$970 USD

1 Week: \$3265 USD

4 Weeks: \$9590 USD

+ ADD



FIND NEAREST LOCATION CREDIT APPLICATION GET A QUOTE CALL US CHAT NOW

75-85K Hydraulicht... Paint&Flooring.pdf SoilsReportNov7.2....pdf UpdateReportJune....pdf Specifications.pdf Show

Type here to search

9:57 AM 9/13/20

Trade	PW Determ. Rate	PR Tax	WC	GL	Total Burden %	Fully Burdened Hourly Rate
Carpenter	\$ 59.82	15.45%	12%	10%	37.45%	\$ 82.22
Cement Mason	\$ 58.75	15.45%	12%	10%	37.45%	\$ 80.75
Drywall Installer	\$ 60.10	15.45%	12%	10%	37.45%	\$ 82.61
Laborer	\$ 56.73	15.45%	12%	10%	37.45%	\$ 77.98
Operating Eng.	\$ 75.23	15.45%	12%	10%	37.45%	\$ 103.40



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

School Name:	HARRINGTON ELEMENTARY SCHOOL
Project Name:	HARRINGTON EARLY CHILD DEVELOPMENT
To:	MARIO MERA, PROJECT MGR.
From:	ARDALAN CONSTRUCTION CO. INC.

Date:	August 14, 2018
COP Number:	21-Rev 2
Contract Number:	17-139
Bid Number:	17-01

Description of Work:

The existing asphalt paving next to Building A is existing and to remain, however, it is in bad conditions and will need to be repaired. In order to be able to obtain licensing, it will need to be crack filled and re-stripped. The crackfill required is approx. 650' of ranging from 1/2" to 1-1/2".

A. Subcontractor Cost of the Work:

_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
	Subtotal A:	\$ -

B. Contractor Cost of the Work:

	Subcontractor Mark Up 5%:	\$ -
Payroll Costs (See attached supporting documentation.)	\$ 6,900.00 <i>\$6,300</i>	
Materials and Equipment (See attached supporting documentation.)	\$ 1,155.14	
Consultant Costs (See attached supporting documentation.)	\$ -	<i>\$7,455.14</i>
Supplemental Costs (See attached supporting documentation.)	\$ -	
	Subtotal B:	\$ 8,055.14

C. Contractor Fee: (As per General Conditions)

15% GC Work Only	Subtotal C:	\$ 1,208.27 <i>\$1,118.27</i>
2% Bond Fee	Subtotal D:	\$ 185.27 <i>\$171.47</i>
	Total:	\$ 9,448.68 <i>\$8,744.48</i>

The proposal would Increase Decrease

the Contract Time by calendar days

The proposal does NOT affect the Contract Time.

Teo Barragan

Contractor's Sign: ARDALAN CONSTRUCTION CO. INC.

Teo Barragan
 Teo Barragan, Project Manager

Printed Name & Title

8/14/2018

Date

M. Mera / PM-SPM
9/20/18



WORKSHEET

COP: 21-Rev 2

Date: 8/14/2018

Owner: Oxnard School District

Project: Harrington Early Child Development Center

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost	
	The existing asphalt paving next to Building A is existing and to remain, however, it is in bad conditions and will need to be repaired. In order to be able to obtain licensing, it will need to be crack filled and re-striped. The crackfill required it is approx. 650' lf ranging from 1/2" to 1-1/2".							
1	Remove weeds, clean ac paving and prep for crack fill.	28 20	\$ 75.00	\$2,100.00 \$1,500		\$ 75.00		
2	Place crackfill (approx. 14 buckets needed)	48	\$ 75.00	\$3,600.00	\$ 935.14	\$ 45.00		
3	Re-Stripe	16	\$ 75.00	\$1,200.00	\$ 100.00			
	Note: No Seal Coat included in this cost nor is it part of this proposal.							
				\$6,900.00 \$6,300				
				\$ 1,035.14	\$ 120.00	\$ -		
Total W/O Markup							\$ 8,055.14 \$ 7,455.14	

Notes: This change order proposal is an estimate and does not include cost of un-knowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.

SHIP TO:
FOB SUN VALLEY
FOB/GAINSBOROUGH
FOB SUN VALLEY*
FOB SUN VALLEY
LOS ANGELES, CA 91352

SOLD TO:
ARDALAN CONSTRUCTION CO INC
8 E GAINSBOROUGH RD
THOUSAND OAKS CA 91360-3552

INVOICE

CUSTOMER NO: **94426-213446**
 INVOICE NO: **71874123**
 INVOICE DATE: **07/06/2018**
 INVOICE AMT: **1,001.93**
 ORDER: **259197**
 DUE DATE: **08/15/2018**

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Calmat Co dba Vulcan Materials Co
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TAXES: CALIFORNIA LOS ANGELES TRANSACTIONS AND USE TAX TRANSPORTATION COMMISSION OTHER		PERCENT: 6.00% 1.25% 0.50% 0.50% 1.25%		AMOUNT: 54.90 11.44 4.58 4.58 11.43		SALES TAX: 86.93		TOTAL PRODUCT: 915.00		Pay this AMOUNT:	
TOTAL QUANTITY: 15.00		TOTAL LOADS: 1.00		TOTAL FREIGHT: 0.00		TOTAL OTHER: 0.00		TOTAL OTHER: 0.00		TOTAL OTHER: 0.00		\$1,001.93	
SALES REP		PO NUMBER		REF		CONTRACT NO.		TAX EXEMPT ID.		TERMS		NET15THPROX - Payable in full by the 15th of each month following month of shipment	
11561 Bianca Jones		OSD/AC											
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING	FOB						
71874123	07/06/2018	94426-213446	4976-221	SUN VALLEY HMA	259197		PICKUP						

SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	PRODUCT			FREIGHT			ADDED CHARGES			AMOUNT
						UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	
07/03/2018	697864	89	STANDARD	9G0400	CRACKFILL/BUCKET	E	15.00	61.00							915.00
Total for this COP is \$935.14															

Project: _____ Cost Code: _____
 Appd By: _____ Date: _____

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!
 Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, invoices are sent in one easy to open file directly to your inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.



PROPOSAL REQUEST

Child Development Center

Number

2

Contractor Ardalan Construction

Owner Oxnard School District

Contract Start Date September 18, 2017

Date Issued February 6, 2018

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

Subject: Repair Asphalt at South of Building A

1. Infill and patch all cracks to be flushed with adjacent paving.
2. Apply slurry seal surfacing over the entire area.
3. Provide 10'x10' mock-up. This will be a part of the complete work.
4. Re-stripping the existing play markings to match existing.

This is not a change of contract. Do not proceed with the work described until notified by the Owner.

Attachments

**Lead
Signature**


Douglas





REQUEST FOR INFORMATION (RFI)

Project Name:	Harrington Early Child Development Center	RFI Number:	59
Owner Name:	Oxnard School District	Date:	1/30/2018
To: (Architect)	Dougherty + Dougherty Architects	Bid No.:	17-01
From:	Ardalan Construction Company, Inc.		

Drawing Number Detail	Specification Section	A101 Sheet Number
-----------------------	-----------------------	----------------------

This information is requested for the following reason:

<input type="checkbox"/> Direction not given in Contract Documents	<input type="checkbox"/> Specifications Reference
<input type="checkbox"/> Interpretation of Contract Documents	<input type="checkbox"/> Shop Drawings Reference
<input type="checkbox"/> Conflict in Contract/Contract Drawings	<input checked="" type="checkbox"/> Other

POSSIBLE COST IMPACT: YES NO

POSSIBLE TIME IMPACT: YES NO

Request:

The existing asphalt paving next to the existing playground is to remain, however, it is in bad conditions and may need to be replaced (see photos). We are gearing up to start the new chain link fencing work at this area and it will be much easier to redo this paving without a fence line. Please advise.

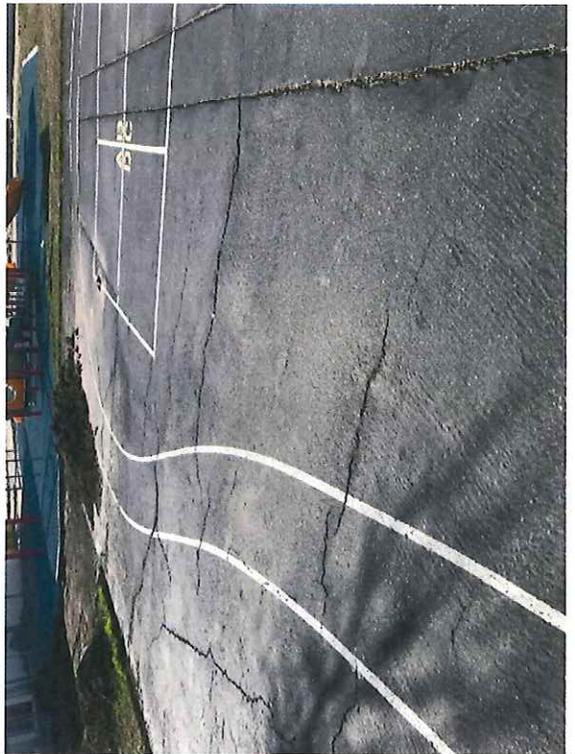
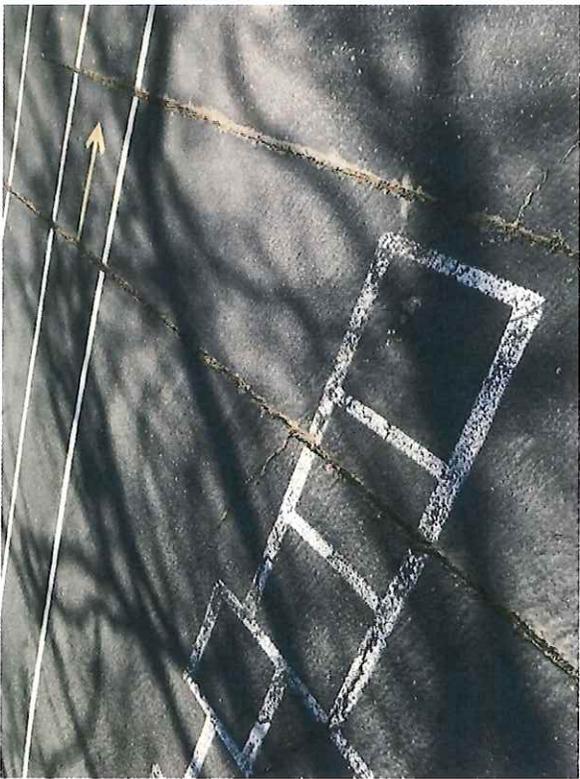
Request Issued by:	<u>Teo Barragan</u> <i>Contractor's Signature</i>	Teo Barragan <i>Name (Printed)</i>	1/30/2018 <i>Date</i>
Ardalan Construction Co., Inc.			

Response:

Infill and patch all cracks to be flushed with adjacent paving, and apply slurry seal surfacing over the entire area. Refer to proposal request no. 2.

Response Issued by:	<u></u> <i>Architect's Signature</i>	Trang Nguyen, Dougherty, February 6, 2018 <i>Name (Printed)</i>	February 6, 2018 <i>Date</i>
Dougherty + Dougherty Architects			

Response Reviewed by:	_____ <i>Project Coordinator/Manager Signature</i>	Chris Yafuso <i>Name (Printed)</i>	_____ <i>Date</i>
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Trade	PW Determ. Rate	PR Tax	WC	GL	Total Burden %	Fully Burdened Hourly Rate
Carpenter	\$ 59.82	15.45%	12%	10%	37.45%	\$ 82.22
Cement Mason	\$ 58.75	15.45%	12%	10%	37.45%	\$ 80.75
Drywall Installer	\$ 60.10	15.45%	12%	10%	37.45%	\$ 82.61
Laborer	\$ 56.73	15.45%	12%	10%	37.45%	\$ 77.98
Operating Eng.	\$ 75.23	15.45%	12%	10%	37.45%	\$ 103.40





8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

School Name:	HARRINGTON ELEMENTARY SCHOOL	Date:	September 7, 2018
Project Name:	HARRINGTON EARLY CHILD DEVELOPMENT	COP Number:	25
To:	MARIO MERA, PROJECT MGR.	Contract Number:	17-139
From:	ARDALAN CONSTRUCTION CO. INC.	Bid Number:	17-01

Description of Work:

Per District's request, we are to eliminate the work of the chain-link fencing and gates per PR 5.1 and provide credit for fence posts, chain link fabric, footings, gate 3, gate 4, gate 9, gate 10 and gate 11 including hardware. This change order will also include a charge to demolished the fence posts that were already installed prior to issuance of PR 5.1.

A. Subcontractor Cost of the Work:

Magnum Fence	\$	(10,191.43)	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
		Subtotal A:	\$ (10,191.43)

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	\$	311.92	
Materials and Equipment (See attached supporting documentation.)	\$	125.00	
Consultant Costs (See attached supporting documentation.)	\$	-	
Supplemental Costs (See attached supporting documentation.)	\$	-	
		Subtotal B:	\$ 436.92

C. Contractor Fee: (As per General Conditions)

		Subtotal C:	\$ (9,754.51)
-10% Markup		Subtotal D:	\$ (975.45)
		Total:	\$ (10,729.96)

- The proposal would Increase Decrease
- The proposal does NOT affect the Contract Time.

the Contract Time by calendar days. *agreed.*

Teo Barragan, Project Manager
 9/7/2018

Contractor's Signature: ARDALAN CONSTRUCTION CO. INC.

Printed Name & Title Date

M. MERA / CFM - SPM
9/20/18

Magnum Fence and Security Inc.

Lic # 719567

1070 N. Ventura Ave Ventura, CA 93001 (805) 641 3656 Fax (805) 641 3606

Date: March 28, 2018

Teo Barragan, Project Manager
Ardalan Construction Company, Inc.
P 805 496 7273, teo@ardalancc.com

Re: Harrington Child Care Center Fence Delete

Teo:

Per the plans that you sent me below is the credit for deleting sections of the 4ft tall fence at the above school.

Delete 100ft of fence with pedestrian gates 4 and 3 on the southside of building C.
Delete 125ft of fence with pedestrian gates 11 and 10 on the southside of building A and the northside of building B

Deduction amount including labor material and taxes: -\$10,191.43

Please let me know if you have any questions.

Regards,
Ralph J. Coolman
Ralph J. Coolman

STATE READY MIX INC.

REMIT TO:
11011 Azahar St. Suite 1
Saticoy, CA 93004
(805) 672-0200
Fax: (805) 647-6970

**** INVOICE ****

PLANT 1 LOCATION:
3127 W. Los Angeles Ave
Oxnard, CA 93030

Invoice	534890
Date	7/23/2018
Page	1

Bill To:

Ardalan Construction Co. Inc.
8 Gainsborough Road

Thousand Oaks CA 91360

Ship To:

2501 GISLER AVE
OLIVE ST
OXNARD

Purchase Order No.	Customer ID	Project Code	Payment Terms	Ship Date		
2501 GISLER AVE	ARDALAN		Net 30	7/23/2018		
Ticket #	Qty	Item Number	Description	Unit Price	Ext. Price	Tax
216860	5.50CU Y	14011	3000 1"	\$90.50	\$497.75	Y
	1.00Each	EN 50	ENVIRN FEE	\$30.00	\$30.00	N
	1.00Each	CARTAGE	SHORTLOAD	\$50.00	\$50.00	Y

\$620.1/5.5 cy = \$124.04 per cubic yard

± 1 cy used for this COP.

Total Quantity: 5.50

Sub Total	\$ 577.75
Tax	\$ 42.46
Total	\$ 620.21

PROPOSAL REQUEST

Child Development Center

Number

5

Contractor Ardalan Construction

Owner Oxnard School District

Contract Start Date September 18, 2017

Date Issued March 13, 2018

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

Subject: Delete Chain-Link Fence

1. Eliminate the work of the chain-link fence per attached PR 5.1.
2. Provide credit for the labor and material of the fence posts, chain-link fabric, footings, and gate 3, gate 4, gate 9, gate 10, gate 11 including hardware.

This is not a change of contract. Do not proceed with the work described until notified by the Owner.

Attachments

PR 5.1

Lead
Signature


Dougherty



Trade	PW Determ. Rate	PR Tax	WC	GL	Total Burden %	Fully Burdened Hourly Rate
Carpenter	\$ 59.82	15.45%	12%	10%	37.45%	\$ 82.22
Cement Mason	\$ 58.75	15.45%	12%	10%	37.45%	\$ 80.75
Drywall Installer	\$ 60.10	15.45%	12%	10%	37.45%	\$ 82.61
Laborer	\$ 56.73	15.45%	12%	10%	37.45%	\$ 77.98
Operating Eng.	\$ 75.23	15.45%	12%	10%	37.45%	\$ 103.40



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

School Name:	HARRINGTON ELEMENTARY SCHOOL
Project Name:	HARRINGTON EARLY CHILD DEVELOPMENT
To:	MARIO MERA, PROJECT MGR.
From:	ARDALAN CONSTRUCTION CO. INC.

Date:	September 11, 2018
COP Number:	35
Contract Number:	17-139
Bid Number:	17-01

Description of Work:

The exterior lighting doesn't have any controls, it is only being fed from 3A-9. We will provide and install a new time clock to control the exterior light fixtures.

A. Subcontractor Cost of the Work:

Venco Electric, Inc.	\$	2,038.28	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
		Subtotal A:	\$ 2,038.28

B. Contractor Cost of the Work:

		Subcontractor Mark Up 5%:	\$ 101.91
Payroll Costs (See attached supporting documentation.)	\$	-	
Materials and Equipment (See attached supporting documentation.)	\$	-	
Consultant Costs (See attached supporting documentation.)	\$	-	
Supplemental Costs (See attached supporting documentation.)	\$	-	
		Subtotal B:	\$ -

C. Contractor Fee: (As per General Conditions)

		15% GC Work Only	Subtotal C: \$ -
		2% Bond Fee	Subtotal D: \$ 42.80

Total: \$ 2,183.00

The proposal would Increase Decrease

the Contract Time by TBD calendar days

The proposal does NOT affect the Contract Time.

Teo Barragan

Contractor's Signat: ARDALAN CONSTRUCTION CO. INC.

Teo Barragan
 Teo Barragan, Project Manager

Printed Name & Title

September 11, 2018
 September 11, 2018

Date

MMERA / CPW - PM
9/20/18

VENCO ELECTRIC, INC.

Lic #446770 C-10
2360 Sturgis Road, #D
Oxnard, CA 93030
Phone (805) 278-1922
Fax (805) 278-1959

C/O Proposal #11

#13

Page No. 1 of 4 Pages

Job Name: Harrington Early Child Dev.

Location: Oxnard

TO; Ardalan Construction

ATTN: Teo

Date: 6-20-18

We hereby submit specifications and estimates for:

Provide Timeclock per response to RFI #88:

Material	\$350.54 ✓
Tax	\$28.04 ✓
Labor	\$1,474.40 ✓
Sub Total	\$1,852.98 ✓
OH&P	\$185.30 ✓
Total	\$2,038.28 ✓

WE PROPOSE hereby to furnish material and labor – complete in accordance with these specifications, for the sum of: \$2,038.28

Payable as follows: _____

All material is guaranteed to be as specified.

All work to be completed in a workmanlike manner according to 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 Workman's Compensation Insurance.

Authorized Signature Roy Martin

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. ACCEPTANCE OF PROPOSAL – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

JOB ESTIMATE

JOB HARRINGTON

WORK c/o # 11 TIMECLOCK TO CONTROL EXTERIOR LIGHTS

ESTIMATED BY		PRICED BY		EXTENDED BY			CHECKED BY			DATE		
MATERIAL	QUANTITY	MATERIAL LIST PRICE	PER	DISC	EXTENSION	LABOR PER UNIT	PER	EXTENSION				
TIMECLOCK	1	25000	GA		25000		16					
3/4" BOLT	30	7200	C		2160		1					
" " CONG.	4	34598	C		1384							
" " CONG.	3	43758	C		1313							
" " SUPPORT	7	18400	C		1288							
#12 WIRE	150	18500	M		2775							
4-50 BOX w/COVER	1	98970	C		990							
#12 TERMINALS	8	1800	C		144							
TOTALS					350549	215	16	147440				

Subject: Re: Harrington ECDC - Change ORders
From: Jenn (vencoelectric@verizon.net)
To: teo@ardalancc.com;
Date: Thursday, April 19, 2018 12:38 PM

Teo,

ELECTRICIAN.

Please see burden breakdown:

Workers Comp.	9.95%
General Liability	15.6%
FICA	6.2%
FUTA	.6%
Med.	1.45%
UI	6.2%



OVERTIME RATE

$\$93.10 \times 1.4\% = \$130.34.$



$\$139.45 / \text{hr}$

-----Original Message-----

From: Teo Barragan <teo@ardalancc.com>
 To: Jenn <vencoelectric@verizon.net>
 Sent: Wed, Apr 18, 2018 2:41 pm
 Subject: Re: Harrington ECDC - Change ORders

Hi Jenn,

I have notified CFW and they have requested for back up for the labor burden, same with me:(.

Best Regards,

Teo Barragan, Project Manager
 Ardalan Construction Company, Inc.
 8 E. Gainsborough Road
 Thousand Oaks, CA 91360
 Tel: 805-496-7273 Fax: 805-496-7310
 E-Mail: teo@ardalancc.com
 CA Lic. 893121

From: Jenn <vencoelectric@verizon.net>
To: teo@ardalancc.com
Sent: Wednesday, April 18, 2018 1:23 PM
Subject: Re: Harrington ECDC - Change ORders

Teo

Rates are per Prevailing wage (DIR) plus 40% burden
 Journeyman/wireman rate $\$65.82 \times 1.4 = \underline{\$92.15}$



REQUEST FOR INFORMATION (RFI)

Project Name:	Harrington Early Child Development Center
Owner Name:	Oxnard School District
To: (Architect)	Dougherty + Dougherty Architects
From:	Ardalan Construction Company, Inc.

RFI Number:	88
Date:	6/1/2018
Bid No.:	17-01

Drawing Number Detail	ELECTRICAL Specification Section	PA	E401 Sheet Number
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This information is requested for the following reason:	
<input type="checkbox"/> Direction not given in Contract Documents <input type="checkbox"/> Interpretation of Contract Documents <input checked="" type="checkbox"/> Conflict in Contract/Contract Drawings	<input type="checkbox"/> Specifications Reference <input type="checkbox"/> Shop Drawings Reference <input checked="" type="checkbox"/> Other
POSSIBLE COST IMPACT: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
POSSIBLE TIME IMPACT: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

Request:

Please see attached electrical contractor's RFI #10 regarding the controls for the exterior lightings. Please advise. Thank you.

Request Issued by:	<u>Teo Barragan</u> <i>Contractor's Signature</i>	Teo Barragan <i>Name (Printed)</i>	6/1/2018 <i>Date</i>
Ardalan Construction Co., Inc.			

Response:

Exterior lighting fixtures shall be controlled by Time Clock noted on panel schedule "3A".

Abe Jose A. K. Jose 06/06/2018
Architect's Signature

Response Issued by:	<u>Diego Matzkin</u> <i>Architect's Signature</i>	Diego Matzkin <i>Name (Printed)</i>	6/8/2018 <i>Date</i>
Dougherty + Dougherty Architects			

Response Reviewed by:	<u>Mario Mera</u> <i>Project Coordinator/Manager Signature</i>	Mario Mera <i>Name (Printed)</i>	 <i>Date</i>
-----------------------	---	-------------------------------------	-----------------

VENCO ELECTRIC, INC.
FAX: 805-278-1959
REQUEST FOR INFORMATION

R.F.I.#: 10

To: Ardalan con.

Attn: Teo

From: Michael Sheets

Project Name: Harrington

Drawing Ref: E401

Specification Ref: 26000

Contractor: Venco Electric, Inc.

Date: 3-13-18

Description of Clarification/Information required:

The exterior lighting doesn't have any controls. It only shows being fed from 3A-9. Is one of the three switches in room C101&C103 feed the exterior light right outside the doors.

Proposed Solution: Add a time clock to control exterior lights.

R.F.I. By: Mike Sheets

Date: 3-13-18

Response:

Response By: _____ Date: _____

Title: _____

Received By: _____ Date: _____



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

School Name:	HARRINGTON ELEMENTARY SCHOOL
Project Name:	HARRINGTON EARLY CHILD DEVELOPMENT
To:	MARIO MERA, PROJECT MGR.
From:	ARDALAN CONSTRUCTION CO. INC.

Date:	September 13, 2018
COP Number:	36
Contract Number:	17-139
Bid Number:	17-01

Description of Work:

This proposal is for the following: 1). Credit for not demolishing the two portables that will be relocated. 2). Credit for not relocating the three portables that were going to be stored on site. 3). Credit for not installing approx. 205 ft of fence and mow curb around the three portables that were to remain on site. 4). Credit for not installing gravel. 5). Cost to provide labor, material and equipment to demolish three portables in lieu of relocating. 6). Cost to extend irrigatio. 7). Cost to extend hydroseed. 8). Cost add approx. 70 ft of fence and mow curb. 9). Cost to add double gate. 10). Cost to add single gate. 11). Cost to add approx. 1,684 sf of sod in lieu of hydroseed.

A. Subcontractor Cost of the Work:

Eagle Contracting	\$	14,500.00	
Magnum Fencing	\$	2,593.00	
Senel Construction Engineering	\$	10,826.63	
	\$	-	
	\$	-	
	\$	-	
			Subtotal A: \$ 27,919.63

B. Contractor Cost of the Work:

		Subcontractor Mark Up 5%:	\$	1,395.98
Payroll Costs (See attached supporting documentation.)	\$	(601.68)		
Materials and Equipment (See attached supporting documentation.)	\$	(1,186.94)		
Consultant Costs (See attached supporting documentation.)	\$	-		
Schedule of Value Costs (See attached supporting documentation.)	\$	(9,000.00)		
			Subtotal B: \$	(10,788.62)

C. Contractor Fee: (As per General Conditions)

-10% GC Work Only	Subtotal C: \$	(1,078.86)
2% Bond Fee	Subtotal D: \$	348.96

Total: \$ 17,797.09

The proposal would Increase Decrease

the Contract Time by 30 calendar days.

The proposal does NOT affect the Contract Time.

Teo Barragan

Contractor's Signati ARDALAN CONSTRUCTION CO. INC.

Teo Barragan
 Teo Barragan, Project Manager

Printed Name & Title

9/13/2018

Date

M. MERA / RFW-SPM
 9/20/18



ARDALAN
CONSTRUCTION COMPANY, INC.

WORKSHEET

COP: 36

Date: 9/13/2018

Owner: Oxnard School District

Project: Harrington Early Child Development Center

Item	Description of Work	Qty	Rate	Labor	Material	Fees/Equip	Cost
	Cost and Credits associated with the demolition of three portable bldgs in lieu of relocation.						
	Credits:						
1	Credit for not demolishing the two portables that are now being relocated onsite (under separate change order) (see subcontractor credit proposal).	1	LS				\$(18,000.00)
2	Credit for not relocating the three portables per schedule of values.	1	LS				\$ (9,000.00)
3	Credit for deleting the fencing around the three portables that were going to be stored on site. (see subcontractor proposal)						\$ (9,471.00)
3a	Credit for deleting the concrete mow curb at fencing line:						
3a	Credit to form and rebar installation	16	\$ (80.75)	\$ (1,292.00)			
3a	Credit to Pour and Finish	16	\$ (80.75)	\$ (1,292.00)			
3a	Credit for Rebar Material 21 pcs at \$7.77	21	\$ (7.77)		\$ (163.17)		
3a	Credit for Concrete material: 4 cy at \$124.04	4	\$ (124.04)		\$ (496.16)		
4	Credit for not installing gravel at area of the three portables that were to be stored on site.	16	\$ (77.98)	\$ (1,247.68)			
4	Credit for Gravel Material: approx. 55 tons at \$16.22	55	\$ (16.22)		\$ (892.10)		
	Costs:						
5	Cost to demolish three portables (see subcontractor proposal).	1	LS				\$ 32,500.00
6	Cost to extend irrigation (see subcontractor proposal)	1	LS				\$ 10,826.63
7	Cost to extend hydroseed (see subcontractor proposal)	1	LS				inc in item 6
8	Cost to add chain link fencing approx. 110' (see subcontractor proposal)	1	LS				\$ 12,064.00
8a	Cost to add mow curb at new chain link fence. Approx. 110'						
8a	Form and rebar installation	24	\$ 80.75	\$ 1,938.00			

8a	Pour and Finish	16	\$ 80.75	\$ 1,292.00			
8a	Rebar Material 7 pcs at \$7.77	7	\$ 7.77		\$ 54.39		
8a	Concrete material: 2.5 cy at \$124.04	2.5	\$ 124.04		\$ 310.10		
9	Cost to add double gate (see subcontractor proposal)						inc in item 8
10	Cost to add single gate (see subcontractor proposal)						inc in item 8
11	Cost to provide sod in lieu of hydroseed approx. 1,684 sf (see subcontractor proposal)						inc in item 6
				\$ (601.68)	\$ (1,186.94)	\$ -	\$ 18,919.63
					Total W/O Markup		\$ 17,131.01

Notes: This change order proposal is an estimate and does not include cost of un-knowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.

AIN LINK FENCE

(E) RELOCATABLE BUILDINGS TO BE DECOMMISSIONED AND PLACED AT THIS LOCATION FOR STORAGE ON SITE AND TO REMAIN NON-OPERATIONAL UNTIL FINAL LOCATION IS APPROVED UNDER SEPARATE APPROVAL. A# 66407 & A# 03-116673

ALLEY

(E) TRANSFORMER A# 12436

RELOCATED STRUCTURES (PC 04-113245)

(E) BUILT A# 12 A# 03-1C A# 03-11

1). Credit for demolishing two portables that now are being relocated (R2 + R3)

2). Credit for not relocating portables
5). Cost for demolishing instead

6). Cost to extend irrigation
7). Cost to extend hydroseed

4). Credit for not installing gravel

11). Cost to provide sod in lieu of hydroseed 1,684 sf

3). Credit to delete fencing 205'
3a). Credit to delete mow/curb

8). Cost to add fencing 110'
8a). Cost to add mow curb 110'
9). Cost (2) to add 10' double gates

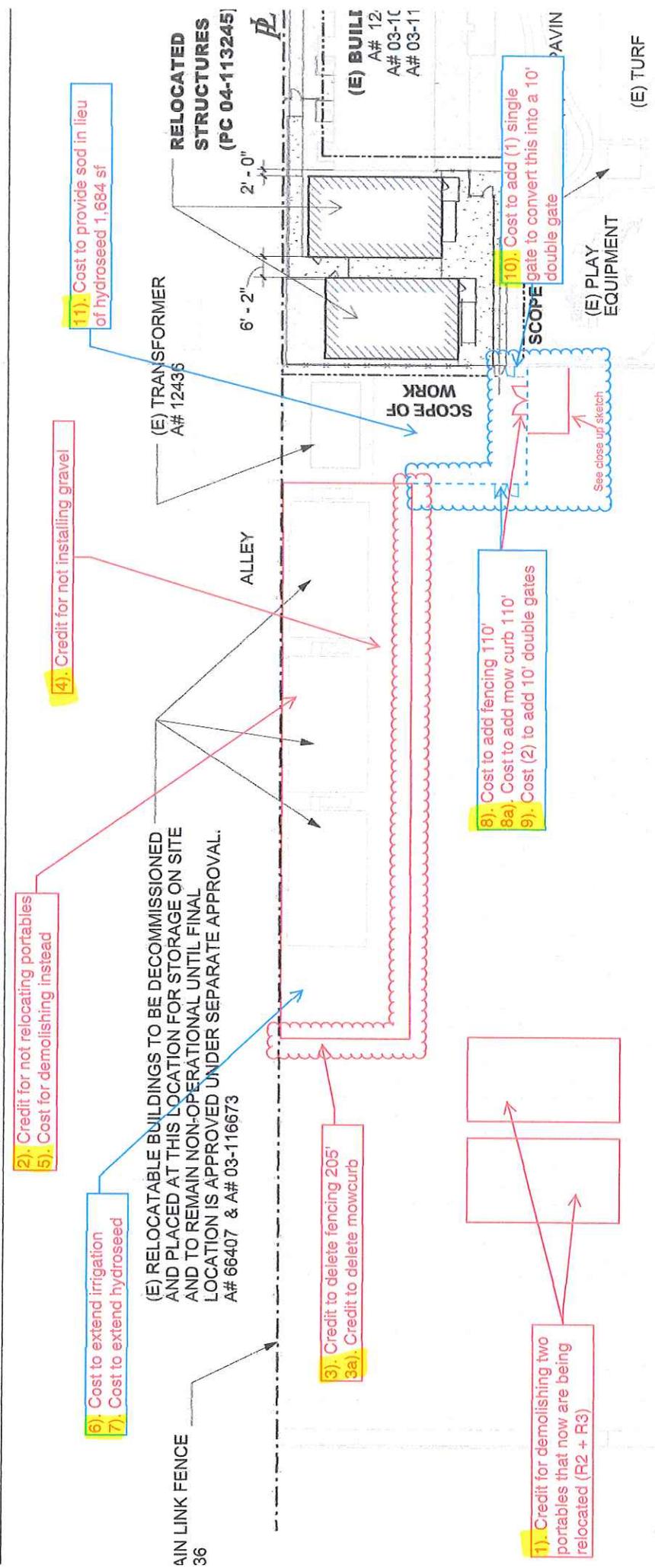
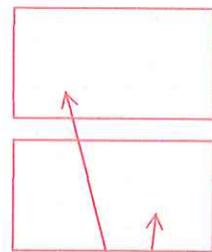
10). Cost to add (1) single gate to convert this into a 10' double gate

SCOPE OF WORK

(E) PLAY EQUIPMENT

(E) TURF

See close up sketch



**EAGLE
CONTRACTING
INCORPORATED**
ENVIRONMENTAL REMEDIATION/ DEMOLITION SERVICES

17-134-02 PROPOSAL & NOTICE TO PROCEED

7331 Shelby Place Unit 156

Rancho Cucamonga CA 91739

August 28, 2018

Attention: *Ardalan Cons*

8 E. Gainsborough Rd
Thousand Oaks CA 91360

PHONE: (805) 496-7273

FAX: (805) 496-7310

RE: *Harrington ES*
CONTRACT #

SUBJECT: ECI CHANGE ORDER #

SCOPE OF WORK:

Demolition and dispose of 3 relocatables
Xcavator Remobilization or Rent
Credit for two relocatables

ITEM 5 \$ 28,500.00 ✓
\$ 4,000.00 ✓
ITEM 1 \$ (18,000.00) ✓

TOTAL PRICE FOR CHANGE ORDER # 17-134-02 \$ 14,500.00

SCHEDULE: Six (6) EACH WORK DAYS. HOURS: MON-FRI; _____

INSURANCES: CGL/ACM/LBP/WC @ 2MM

EXCLUSIONS AND QUALIFICATIONS: Lead Abatement is Base on items to be demolish per Plans
Any Lead or Asbestos beyond demolition limits is exclude

BONDS NOT INCLUDED IN ABOVE PRICE. BONDS OFFERED AT 3.0 %. GENERAL CONTRACTOR TO PROVIDE WATER, POWER, SECURITY, PARKING, STAGING AREA FOR DUMPSTER AND HIGH REACH EQUIPMENT AS REQUIRED. ECI NOT RESPONSIBLE FOR EXPOSED ROOF PROTECTION FROM ELEMENTS; REPLACEMENT OF REMOVED MATERIALS; REPAIRS OF INCIDENTAL DAMAGED FROM ABATEMENT WORK OR ADDITIONAL QUANTITIES OR TYPES OF HAZARDOUS MATERIALS

SUBMITTED BY: Fausto Prado

ACCEPTED BY: _____

Name Signature Title Date

PLEASE SIGN AND FAX/RETURN BEFORE SCHEDULING CAN BE DETERMINED.
NOTE: FOURTEEN (14) DAY SCAQMD AND FIVE (5) DAYS DHS NOTIFICATION REQUIREMENTS MAY APPLY.

ITEM	PROJECT TITLE: HARRINGTON- PORTABLE DEMO QTY: 3 SUBJECT SHEET	LABOR	M/E
①	BIG EXCAVATOR COST FOR RENTAL		\$4,000-
②	DEMO: OPERATOR: 16 X \$ 103.40 X (3) BLDGS \checkmark $\$1,654.40 \times 3 =$	$\rightarrow \$4,963.20$ $\rightarrow \$7,486.08$	SUPPLY ETC. $\$720.25$
③	LOADING: ±14 LOADS : 16 @ \$103.40 Equip:	$\rightarrow \$1,654.40$	$\rightarrow \$450-$
④	TRUCKING FEES: 14 LOADS @ \$180 EA		$\rightarrow \$2,520-$
⑤	DUMPING FEES: 14 LOADS @ \$420		$\rightarrow \$5,880$
⑥	CLEANUP DEBRIS: 24 @ \$ 77.98	$\rightarrow \$1,871.52$	
		$\rightarrow \$15,975.20$	$\rightarrow \$13,570.25$
		\checkmark $\rightarrow \$29,545.45$	
10%		$\rightarrow 2,954.54$	
		\rightarrow <u>\$32,500</u>	

CAT CLASS: 054-0700

75-85K HYDRAULIC EXCAVATOR

- Maximum digging depths of up to 26 feet
- Peak reach of 38 feet
- Maximum lift capacity of 76,577 lbs.
- Wide selection of general-purpose buckets available

1 Day: \$970 USD

1 Week: **\$3265 USD**

4 Weeks: \$9590 USD

+ ADD



FIND NEAREST LOCATION

CREDIT APPLICATION

GET A QUOTE

CALL US

CHAT NOW

75-85K Hydraulic ...ht... ^

Paint&Flooring.pdf ^

SoilsReportNov7.2...pdf ^

UpdateReportJune...pdf ^

Specifications.pdf ^

Show

Type here to search

9:57 AM
9/13/20

ITEM #5

DATE	DESCRIPTION	AMOUNT
224 N JUANITA - JULY 2017 BILLING		
	PRIOR BALANCE	1273.62
	* PAYMENTS RECEIVED THIS PERIOD *	
	6/30/17 CK# MasterC 900.00- <i>14/17 1 x 65.00</i>	
	7/21/17 CK# Visa 300.00- <i>T?o</i>	
7/31/17	FINANCE CHARGE	1.10
7/31/17	R/O CONTAINER OXNARD # Days: 31 1.00 3.000	93.00
6/30/17	6/30 D/R 10YD CON*C-JUAN ON ARRI- 1.00	150.00
7/01/17	STATE READY TK#143109 1.00 200.000	200.00
7/01/17	MISC LANDFILL LDS OXNARD 1.00	
7/08/17	7-8 DP 10YD ASPHALT LD P/JUAN 818 1.00	150.00
7/08/17	STATE READY TK#143299 1.00 120.000	120.00
7/08/17	MISC LANDFILL LDS OXNARD 1.00	
7/08/17	7-8 DP 40YD C&D LD P/JUAN 818 917 1.00	150.00
7/08/17	DEL NORTE C&D 4.88 55.190	269.33
7/10/17	7/10 DEL 40YRD ROLL OFF *7-8AM* 1.00	
7/21/17	7-21 DR 40YD C&D PREM P/JUAN 818 1.00	150.00
7/21/17	DEL NORTE C&D 3.68 55.190	203.10
7/28/17	CHARGE PRORATION 07/02-07/08	
	-CONTINUED-	

AVE: \$419.33 <

Average Dump fees per each trip.

CURRENT	30 DAYS	60 DAYS	90 DAYS	Please pay BALANCE DUE
1504.97	73.62	.00	.00	1578.59

Office Hours: MONDAY thru FRIDAY 8:00 A.M. to 5:00 P.M.

MAKE CHECK PAYABLE TO:
E.J. HARRISON ROLLOFFS

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

PAGE 1 OF 2

ITEM #5

Trade	PW Determ. Rate	PR Tax	WC	GL	Total Burden %	Fully Burdened Hourly Rate
Carpenter	\$ 59.82	15.45%	12%	10%	37.45%	\$ 82.22
Cement Mason	\$ 58.75	15.45%	12%	10%	37.45%	\$ 80.75
Drywall Installer	\$ 60.10	15.45%	12%	10%	37.45%	\$ 82.61
Laborer	\$ 56.73	15.45%	12%	10%	37.45%	\$ 77.98
Operating Eng.	\$ 75.23	15.45%	12%	10%	37.45%	\$ 103.40

ITEM #5



ITEMS #6, #7, #11

ADDRESS
2935 Camino del Zuro
Thousand Oaks, CA 91360
805.413.2365 Office
805.367.7296 Fax

WEBSITE
www.senel.org

EMAIL
info@senel.org

CA Lic. 924543
A, B, D63, C06, & C27

Veteran Owned and Operated

WORK ORDER

TO: Ardalan Construction Company
8 E. Gainsborough
Thousand Oaks, CA 91360

WO#: 2
PROJECT: Harrington ES
Oxnard, CA

We offer to perform the following extra work on the above described project:

Add new heads and hydroseed in location of relocated/ demolished buildings. Trench and backfill. Fine grade. Add Amendments. In addition, provide and install approx. 1,684 sf of sod in lieu of hydroseed.

Additional Costs:

Materials (including sales tax)	<u>\$6,570.46</u>
Equipment	<u>\$300.00</u>
Labor	<u>\$2,544.00</u>
Subtotal	<u>\$9,414.46</u>
Overhead & Profit - 15%	<u>\$1,412.17</u>
Original Total	<u>\$10,826.63</u>

Your signature below signifies your agreement

6-Sep-18
(Date proposal signed)

(Date of acceptance)

Senel Construction Engineering
(Firm)

(Owners/ GC name)

Fatih Senel
Signature of SENEL Authorized agent

(Signature of owner/GC or authorized agent)

Magnum Fence and Security Inc.

Lic # 719567

1070 N. Ventura Ave Ventura, CA 93001 (805) 641 3656 Fax (805) 641 3606

Date: September 15, 2018

Teo Barragan, Project Manager
Ardalan Construction Company, Inc.
P 805 496 7273, teo@ardalancc.com

Re: Harrington Child Care Center Revised Scope of Work

Teo:

Per the plans that you sent me below is the following:

- ITEM 3 →
- ITEM 8 ↙
1. Credit for deleting the approximately 205ft of the 6ft tall fence around the portables at the above school.
 2. Provide and install approx. 110ft of 6ft tall chainlink fence.
 3. Provide and install three (2) 10ft wide double swing gates at three locations. Gates to have standard chainlink hardware. 180-degree hinges and a drop rod in the middle.

Deduction amount including labor material and taxes: \$9,471.00

Addition amount for gates and chainlink, including labor, material and taxes: \$12,064.00

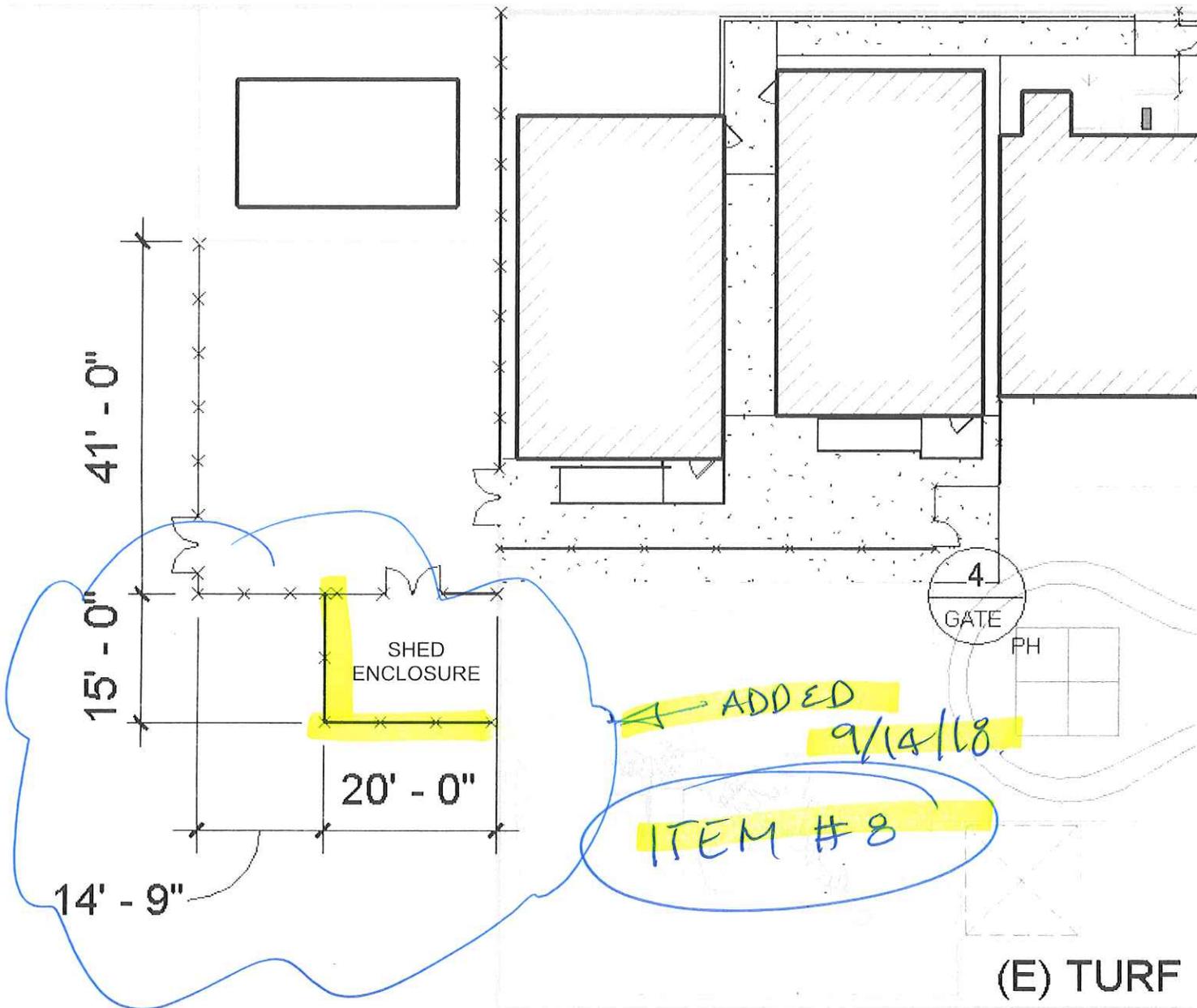
Net Additional Cost: \$2,593.00

Please let me know if you have any questions.

Regards,

Ralph J. Coolman

Ralph J. Coolman



HARRINGTON ECDC RELOS PLAY YARD

STATE READY MIX INC.

REMIT TO:
11011 Azahar St. Suite 1
Saticoy, CA 93004
(805) 672-0200
Fax: (805) 647-6970

**** INVOICE ****

PLANT 1 LOCATION:
3127 W. Los Angeles Ave
Oxnard, CA 93030

Invoice	534890
Date	7/23/2018
Page	1

Bill To:

Ardalan Construction Co. Inc.
8 Gainsborough Road

Thousand Oaks CA 91360

Ship To:

2501 GISLER AVE
OLIVE ST
OXNARD

Purchase Order No.		Customer ID		Project Code	Payment Terms	Ship Date	
2501 GISLER AVE		ARDALAN			Net 30	7/23/2018	
Ticket #	Qty	Item Number	Description	Unit Price	Ext. Price	Tax	
216860	5.50CU Y	14011	3000 1"	\$90.50	\$497.75	Y	
	1.00Each	EN 50	ENVIRN FEE	\$30.00	\$30.00	N	
	1.00Each	CARTAGE	SHORTLOAD	\$50.00	\$50.00	Y	
<div style="border: 1px solid red; padding: 5px; display: inline-block;"> <p style="color: red; margin: 0;">\$620.1/5.5 cy = \$124.04 per cubic yard</p> </div>							

Total Quantity: 5.50

Sub Total	\$ 577.75
Tax	\$ 42.46
Total	\$ 620.21

STATE READY MIX INC.

REMIT TO:
11011 Azahar St. Suite 1
Saticoy, CA 93004
(805) 672-0200
Fax: (805) 647-6970

**** INVOICE ****

PLANT 1 LOCATION:
3127 W. Los Angeles Ave
Oxnard, CA 93030

Invoice	534983
Date	7/23/2018
Page	1

Bill To:

Ardalan Construction Co. Inc.
8 Gainsborough Road

Thousand Oaks CA 91360

Ship To:

301 N MARQUITA
COLONIA
OXNARD

Purchase Order No.		Customer ID		Project Code		Payment Terms		Ship Date	
CHAVEZ ELEMENTAR		ARDALAN				Net 30		7/23/2018	
Ticket #	Qty	Item Number	Description	Unit Price	Ext. Price	Tax			
162461	25.25Tons	SRM225C-0	CLEAN Class II Base	\$10.00	\$252.50	Y			
	1.00Each	DELIVERY	D/ CHARGE	\$132.56	\$132.56	N			
	1.00Each	EN 5	EN FEE	\$5.00	\$5.00	N			
162466	25.10Tons	SRM225C-0	CLEAN Class II Base	\$10.00	\$251.00	Y			
	1.00Each	DELIVERY	D/ CHARGE	\$131.78	\$131.78	N			
	1.00Each	EN 5	EN FEE	\$5.00	\$5.00	N			
162467	25.95Tons	SRM225C-0	CLEAN Class II Base	\$10.00	\$259.50	Y			
	1.00Each	DELIVERY	D/ CHARGE	\$136.24	\$136.24	N			
	1.00Each	EN 5	EN FEE	\$5.00	\$5.00	N			
162474	25.10Tons	SRM225C-0	CLEAN Class II Base	\$10.00	\$251.00	Y			
	1.00Each	DELIVERY	D/ CHARGE	\$131.78	\$131.78	N			
	1.00Each	EN 5	EN FEE	\$5.00	\$5.00	N			
162475	26.00Tons	SRM225C-0	CLEAN Class II Base	\$10.00	\$260.00	Y			
	1.00Each	DELIVERY	D/ CHARGE	\$136.50	\$136.50	N			
	1.00Each	EN 5	EN FEE	\$5.00	\$5.00	N			
162481	25.10Tons	SRM225C-0	CLEAN Class II Base	\$10.00	\$251.00	Y			
	1.00Each	DELIVERY	D/ CHARGE	\$131.78	\$131.78	N			
	1.00Each	EN 5	EN FEE	\$5.00	\$5.00	N			
162482	25.50Tons	SRM225C-0	CLEAN Class II Base	\$10.00	\$255.00	Y			
	1.00Each	DELIVERY	D/ CHARGE	\$133.88	\$133.88	N			
	1.00Each	EN 5	EN FEE	\$5.00	\$5.00	N			

\$2,887.51/178 tons = \$16.22 per ton

Total Quantity: 178.00

Sub Total	\$ 2,749.52
Tax	\$ 137.99
Total	\$ 2,887.51



**CONSTRUCTION & INDUSTRIAL
WHITE CAP**

HD Supply Construction Supply, Ltd.
501 W. Church Street, Orlando, FL 32805-2247

INVOICE

BRANCH ADDRESS
007 - VENTURA
(805) 644-2226
6086 NICOLLE ST
VENTURA CA 93003
VENTURA

INVOICE NUMBER
5000866457
INVOICE DATE
08/03/2018
CUSTOMER PO NUMBER
SANTA SUZANNA ELEMENTARY

ENROLLMENT TOKEN: XBX DPG BQT

SOLD TO: 117466000

TERRITORY:
SHIP TO: 10001879992

PLEASE REMIT PAYMENT TO:
HD SUPPLY CONSTRUCTION AND INDUSTRIAL - WHITE CAP P.O. Box 6040 CYPRESS, CA 90630-0040

ARDALAN CONSTRUCTION CO INC
8 GAINSBOROUGH RD
THOUSAND OAKS CA 91360

SANTA SUSANA ELEMENTARY
4300 APRICOT RD
SIMI VALLEY CA 93062

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
08/02/2018	29474202	BOB VARBLE	COLLAZO, MICHAEL	BARNES, STEPHEN M				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING				CUSTOMER JOB NO.	
007	10001879992	NET 30 DAYS	2. OUR TRUCK				SANTA SUSANA	
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 9900715 SHIPPING NOTES: ENTER FROM BACK OF SCHOOL OFF COCHRAN. BOB IS CONTACT (805) 218-8889 *****	1	0	0	1	0.00	
1	43532060	#3 GR60 3/8"X20' REBAR SOLD/PC	200	4.17 EA	0	200	834.00	60.47
2	43542060	#4 GR60 1/2"X20' REBAR SOLD/PC	10	7.24 EA	0	10	72.40	5.25
3	431SD1218	1/2"X18" SMOOTH DOWEL	100	1.78 EA	0	100	178.00	12.91
4	483PSD4B	#4 SPEED DOWEL BASE 25/BAG GREENSTREAK	1	10.50 BAG	0	1	10.50	0.76
6	132CCD250	1-1/2"X2"X2-1/2" COMBO DOBIE	128	0.30 EA	0	128	38.40	2.78
7	483PSD124T	#4 12" SPEED DOWEL 25/BAG GREENSTREAK	1	28.50 BAG	0	1	28.50	2.07

\$7.77 per 20' stick

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

Please take a quick 5 minute survey at <http://www.WhiteCap.com/re-survey> or typing in your browser. Thank you for your feedback and we look forward to hearing from you!

For questions regarding this invoice please call 1-800-WHITECAP
(1-800-944-8322).

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit http://whitecap.com/misc/terms_and_conditions.pdf to view complete terms and conditions.

RECEIVED BY: BOB VARBLE

SIGNATURE COPY ON FILE

TOTAL GROSS	1,161.80
TOTAL TAX	84.24
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	1,246.04

Please verify that the remit to address you are using agrees to the address shown at the top of this invoice.



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

School Name:	HARRINGTON ELEMENTARY SCHOOL
Project Name:	HARRINGTON EARLY CHILD DEVELOPMENT
To:	MARIO MERA, PROJECT MGR.
From:	ARDALAN CONSTRUCTION CO. INC.

Date:	September 20, 2018
COP Number:	38
Contract Number:	17-139
Bid Number:	17-01

Description of Work:

This COP is specifically for the cost of overhead and site management associated with the new scope of work. This COP includes the cost for the extended schedule for the added scope of work to relocate two portables on site. This includes the additional field supervision, project management, accounting, temporary phones, temporary toilet facilities, temporary hand wash station, temporary fencing with privacy screen, temporary offices, daily clean up, final clean up office supplies related to the relocation of two portables.

A. Subcontractor Cost of the Work:

_____	\$	-	
_____	\$	-	
_____	\$	-	
_____	\$	-	
_____	\$	-	
_____	\$	-	
			Subtotal A: \$ -

B. Contractor Cost of the Work:

	Subcontractor Mark Up 5%:	\$	-
Payroll Costs (See attached supporting documentation.)		\$	48,052.32
Materials and Equipment (See attached supporting documentation.)		\$	13,624.86
Consultant Costs (See attached supporting documentation.)		\$	-
Schedule of Value Costs (See attached supporting documentation.)		\$	-
			Subtotal B: \$ 61,677.18

C. Contractor Fee: (As per General Conditions)

15% GC Work Only	Subtotal C: \$	9,251.58
2% Bond Fee	Subtotal D: \$	1,418.58

Total \$ 72,347.33

The proposal would Increase Decrease

the Contract Time by 90 calendar days.

The proposal does NOT affect the Contract Time.

Teo Barragan

Teo Barragan
Teo Barragan, Project Manager

9/20/2018

Contractor's Signat ARDALAN CONSTRUCTION CO. INC.

Printed Name & Title

Date

*M. Mera / CRM
SAM
9/20/18*



WORKSHEET

COP: 38

Date: 9/20/2018

Project: Harrington Early Child Development Center

Owner: Oxnard School District

Item	Description of Work	Qty	Rate	Labor	Material	Fees/Equip	Cost
Two Portables Relocation Project: Extended Schedule							
1	Field Supervision: 12 weeks x 40 hrs per week = 500 hrs 480 hrs	480	\$ 65.00	\$31,200.00			
2	Temp. phone & cell: = \$113.93 x 3 months	3	\$ 113.93			\$ 341.79	
3	Temp. toilet/hand wash station: \$540.33 x 3 months	3	\$ 540.33			\$ 1,620.99	
4	Transportation/fuel/trucks: \$350 x 3 months	3	\$ 350.00			\$ 1,050.00	
5	Temporary office rental (see attached documents)	1	LS			\$ 4,853.58	
6	Temp. fencing/enclosures/gates & privacy screen: \$600 initial fee + \$94.50 x 3 months rental fee = \$883.50 Total	3	\$ 94.50			\$ 883.50	
7	Daily cleaning/site dress up: 5 hrs per week x 12 = 60 hrs	60	\$ 77.98	\$ 4,678.80			
8	Final clean up/site dress up: 3 men x 1 day	24	\$ 77.98	\$ 1,871.52			
9	Office supervision: 12 weeks x 7 hrs per week = 78 hrs	84	\$ 78.00	\$ 6,552.00			
10	Office expense/supplies/equipment: \$475 x 3 months	3	\$ 475.00			\$ 1,425.00	
11	Insurance costs for added work	1	LS			\$ 3,000.00	
12	Accounting/payroll services: 12.5 weeks x 4 hrs per week	50	\$ 75.00	\$ 3,750.00	\$ 450.00		
				\$48,052.32	\$ 450.00	\$ 13,174.86	\$ -
				Total W/O Markup			\$ 61,677.18

Notes: This change order proposal is an estimate and does not include cost of unknowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.

PROPOSAL REQUEST

Child Development Center

Number

6

Contractor Ardalan Construction

Owner Oxnard School District

Contract Start Date September 18, 2017

Date Issued April 9, 2018

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

Subject: Relocate Existing Relocatable Structures

Relocation of existing relocatable structures to a clear location on site. Reconnection of plumbing and electrical to match existing services. Includes ramp modifications for new locations grades.

This is not a change of contract. Do not proceed with the work described until notified by the Owner.

Attachments

**Lead
Signature**

Dougherty



Architect's Supplemental Instructions (ASI) Child Development Center

No. 10

Contractor Ardalan Construction

Owner Oxnard School District

Contract Start Date September 18, 2017

Date Issued August 16, 2018

Proceed with the work using the following instructions in conjunction with the contact documents. This information is a clarification of the contract and does not constitute a change in contract or contract sum. By proceeding with the work, the contractor agrees that no adjustments to the contract will be made.

Subject: Relocatable Project Approval

Detailed Description

Per client (CFW) instruction from today's meeting, DSA A# 03-119245 is approved and work may begin on the relocatable project per the approved drawings.

Work is to be completed as a separate DSA application from A#03-116673. Contractor to segregate all project documentation and costs for DSA certifications.

Attachments

Signature



Dougherty

Dougherty

3194D Airport Loop Costa Mesa, CA 92626
Phone 805-642-3641

Page 1



ITEM ①

Account Summary

New Charges Due Date	6/21/18
Billing Date	5/28/18
Account Number	805-240-7881-092717-5
PIN	9293
Previous Balance	194.23
Payments Received Thru 5/09/18	-194.23
Thank you for your payment!	
Balance Forward	.00
New Charges	58.55
Total Amount Due	\$58.55

TEMP. PHONE/INTERNET.

Protect your vital business data with Frontier Secure.

-  **Protect**
Helps protect your computers and mobile devices against viruses and malware.
-  **Connect**
Cloud-based storage to save and share data from any internet-connected device.
-  **Support**
24/7 phone support from U.S.-based experts for hardware, networking and Windows software issues.

1.844.563.7079
business.frontier.com/secure



Requires internet access. Internet access service and charges not included. Frontier does not warrant that the services will be available at uninterrupted hours, guarantee bandwidth or other network capacity, minimum system requirements, and other terms and conditions apply.

Manage Your Account

To Pay Your Bill

-  **Online:** Frontier.com  1.800.801.6652
-  **Pay by Mail**

To Contact Us

-  **Chat:** Frontier.com  **Online:** Frontier.com/helpcenter
-  1.800.921.8102  **Email:** ContactBusiness@ftr.com



11



P.O. Box 5157, Tampa, FL 33675

----- manifest line -----



ARDALAN CONSTRUCTION INC
8 E GAINSBOROUGH RD
THOUSAND OAKS, CA 91360

PAYMENT STUB

Total Amount Due \$58.55

New Charges Due Date 6/21/18
Account Number 805-240-7881-092717-5
Please do not send correspondence with your payment. Make checks payable to Frontier.

Amount Enclosed \$

To change your billing address, call 1-800-921-8102

FRONTIER
PO BOX 740407
CINCINNATI OH 45274-0407



8110028052407881092717000000000000000058555

Monthly Charges, continued

Surcharges+

CA State PUC Fee	.04
	\$4.54

Taxes, Governmental Surcharges and Fees +

CA State 911 Fee	.13
CA Teleconnect Fund Surchg	.09
CA State High Cost Fund (A)	.04
Lifeline Surcharge - CA	.56
CA Advanced Srvc Fund (CASF)	.07
CA Relay Srvc/Comm Device Fund	.06
	\$0.95

Total Current Charges for 805-822-9393 \$58.38

+Percentage-based taxes, fees, and surcharges apply to charges for this line, including overage charges, plus this line's share of account charges.

SITE SUPER CELL PHONE

Summary for Juan Romero: 818-917-8123

Your Plan

MORE EVERY UNL TLK&TXT 30GB
(see pg 3)

Have more questions about your charges?
Get details for usage charges at
www.vzw.com/mybusinessaccount.

Monthly Charges

Smartphone Line Access	09/09 - 10/08	40.00
International Value Plan	09/09 - 10/08	3.99
		\$43.99

Usage and Purchase Charges

Voice	Allowance	Used	Billable	Cost
Shared <i>minutes</i>	unlimited	869	---	---
Mobile to Mobile <i>minutes</i>	unlimited	784	---	---
Night/Weekend <i>minutes</i>	unlimited	276	---	---
Total Voice				\$0.00
Messaging	Allowance	Used	Billable	Cost
Text, Picture & Video <i>messages</i>	unlimited	281	---	---
Total Messaging				\$0.00
Data	Allowance	Used	Billable	Cost
Gigabyte Usage <i>gigabytes</i>	30.000 (shared)	3.333	---	---
Total Data				\$0.00
Total Usage and Purchase Charges				\$0.00

Phone: (805)644-4011
Fax: (805)644-0309

ITEM 3

Sold To ARDALAN CONSTRUCTION CO
8 GAINSBOROUGH DR
THOUSAND OAKS, CA 91360

Ship To 2501 GISLER AVE
HARRINGTON ES
OXNARD, CA

Cust 44774 Ship date 07/27/18
Salesman REN Terms CASH CUSTOMER

Quantity	Unit	Item Number	Description	Price	Unit	Extension
2	EACH	51	TOILET SVC 2X WEEKLY	164.00	EACH	328.00
2	EACH	52	TOILET RENTAL	10.00	EACH	20.00
1	EACH	51	HAND WASH SVC 2X WEEKLY	180.00	EACH	180.00
1	EACH	52	HAND WASH STATION RENTAL	10.00	EACH	10.00
07/23/2018 - 08/19/2018 AGR# 010898 ORD# 469804						

Project: _____ Cost Code: _____
 Appd By: _____ Date: _____

MONTHLY RENT
TOILETS...

Please return bottom portion with payment
 Str: 66 Reg: 690 Drw: 690 Usr: R66 09:25
 AR 540.33 Cust: 44774 I 661756

Sale Amt 538.00
 Sales Tax 2.33
 Total 540.33
 Pmt Rec'd .00
 Bal Due 540.33

FENCE FACTORY RENTALS
 PO BOX 7420
 VENTURA, CA 93006-7420

Signature: _____



www.mobilemini.com

Quotation

Branch Location:

1794 Lirio Ave,
 Saticoy, CA 93003
 Salesperson Name: Laurie Patania
 Phone #: (480) 894-6311 Ext #: 7136
 Fax #: (480) 281-3482
 Email: lpatania@mobilemini.com



Customer: ARDALAN CONSTRUCTION COMPANY, INC. 8 E. GAINSBOROUGH ROAD THOUSAND OAKS, CA 91360	Deliver To: ARDALAN CONSTRUCTION COMPANY, INC. 451 E Olive St Oxnard, CA 93033-4699	Quotation: Rental Offsite Construction Number: 0000702640 Delivery Date: 08/31/2018 Quote expires: 09/26/2018
---	---	--

Qty	Product Description	Additional Information	Period	Price Per Item
1	20' OPEN BAY OFFICE		Per Period	\$ 322.00 T
1	LLW		Per Period	\$ 49.91
1	PPE		Per Period	\$ 0.00
1	DELIVERY		One Time	\$ 139.00 T
1	Delivery Fuel Charge		One Time	\$ 25.00
1	PICKUP		One Time	\$ 139.00 T
1	Pickup Fuel Charge		One Time	\$ 25.00
Totals:				
Total Rental Charges				\$ 371.91
Total One-time Charges				\$ 328.00
Other Fees and Charges 7.75%				\$ 54.24
① Total Initial Charges				\$ 754.15
② Total Recurring Charges				\$ 400.73

T = Taxable
 N = Not Taxable

①: \$754.15

②: \$400.73 x 3 = \$1,202.19

TOTAL: \$1,202.19

ITEM 5



Quotation

Branch Location:

1794 Lirio Ave,
 Saticoy, CA 93003
 Salesperson Name: Laurie Patania
 Phone #: (480) 894-6311 Ext #: 7136
 Fax #: (480) 281-3482
 Email: lpatania@mobilemini.com



Customer: ARDALAN CONSTRUCTION COMPANY, INC. 8 E. GAINSBOROUGH ROAD THOUSAND OAKS , CA 91360	Deliver To: ARDALAN CONSTRUCTION COMPANY, INC. 451 E. Olive St., Oxnard, CA. Oxnard , CA 93033	Quotation: Rental Offsite Construction Number: 0000702645 Delivery Date: 08/31/2018 Quote expires: 09/26/2018
--	--	--

Qty	Product Description	Additional Information	Period	Price Per Item
1	10' OPEN BAY OFFICE		Per Period	\$ 254.00 T
1	LLW		Per Period	\$ 39.37
1	PPE		Per Period	\$ 0.00
1	DELIVERY		One Time	\$ 139.00 T
1	Delivery Fuel Charge		One Time	\$ 25.00
1	PICKUP		One Time	\$ 139.00 T
1	Pickup Fuel Charge		One Time	\$ 25.00
Totals:				
Total Rental Charges				\$ 293.37
Total One-time Charges				\$ 328.00
Other Fees and Charges 7.75%				\$ 48.16
① Total Initial Charges				\$ 669.53
② Total Recurring Charges				\$ 316.11

⚙ T = Taxable
 N = Not Taxable

1: INITIAL CHARGE: \$669.53

2: \$316.11 x 3 = \$948.33

TOTAL: \$1,617.86

Phone: (805) 644-4017
Fax: (805) 644-0309

ITEM (6)

Sold To ARDALAN CONSTRUCTION CO
8 GAINSBOROUGH DR
THOUSAND OAKS, CA 91360

Ship To 2501 GISLER AVE
OXNARD, CA

Cust 44774 Ship date 08/14/18 Ship via CHANGE ORDER
Salesman ELI Terms DUE UPON RECEIP

Quantity	Unit	Item Number	Description	Price	Unit	Extension
1	EACH	7	TEMP FENCE CHANGE ORDER ADDED 192'-6" C/L PANELS AND 2-6X12 GATES 8/14/18	600.00	EA	600.00

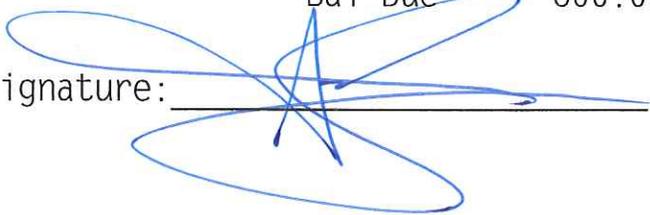
TEMP FENCE
ADDITIONAL PANELS

Project: 1723	Cost Code:
Appd By: T.B.	Date: 9/7/18.

Please return bottom portion with payment
Str: 66 Reg: 661 Drw: 661 Usr: DK 15:29
AR 600.00 Cust: 44774 I 664224

Sale Amt	600.00
Sales Tax	.00
Total	600.00
Pmt Rec'd	.00
Bal Due	600.00

FENCE FACTORY RENTALS
PO BOX 7420
VENTURA, CA 93006-7420

Signature: 

Phone: (805)644-4017
Fax: (805)644-0309

ITEM 6

Sold ARDALAN CONSTRUCTION CO
To 8 GAINSBOROUGH DR
THOUSAND OAKS, CA 91360

Cust 44774 Ship date 07/27/18
Salesman REN Terms CASH CUSTOMER

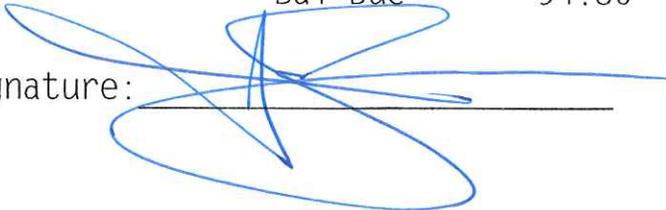
Quantity	Unit	Item Number	Description	Price	Unit	Extension
1	EACH	16	TEMPORARY FENCE RENTAL 07/26/2018 - 08/25/2018	94.50	EACH	94.50
				AGR# 207731	ORD# 539635	

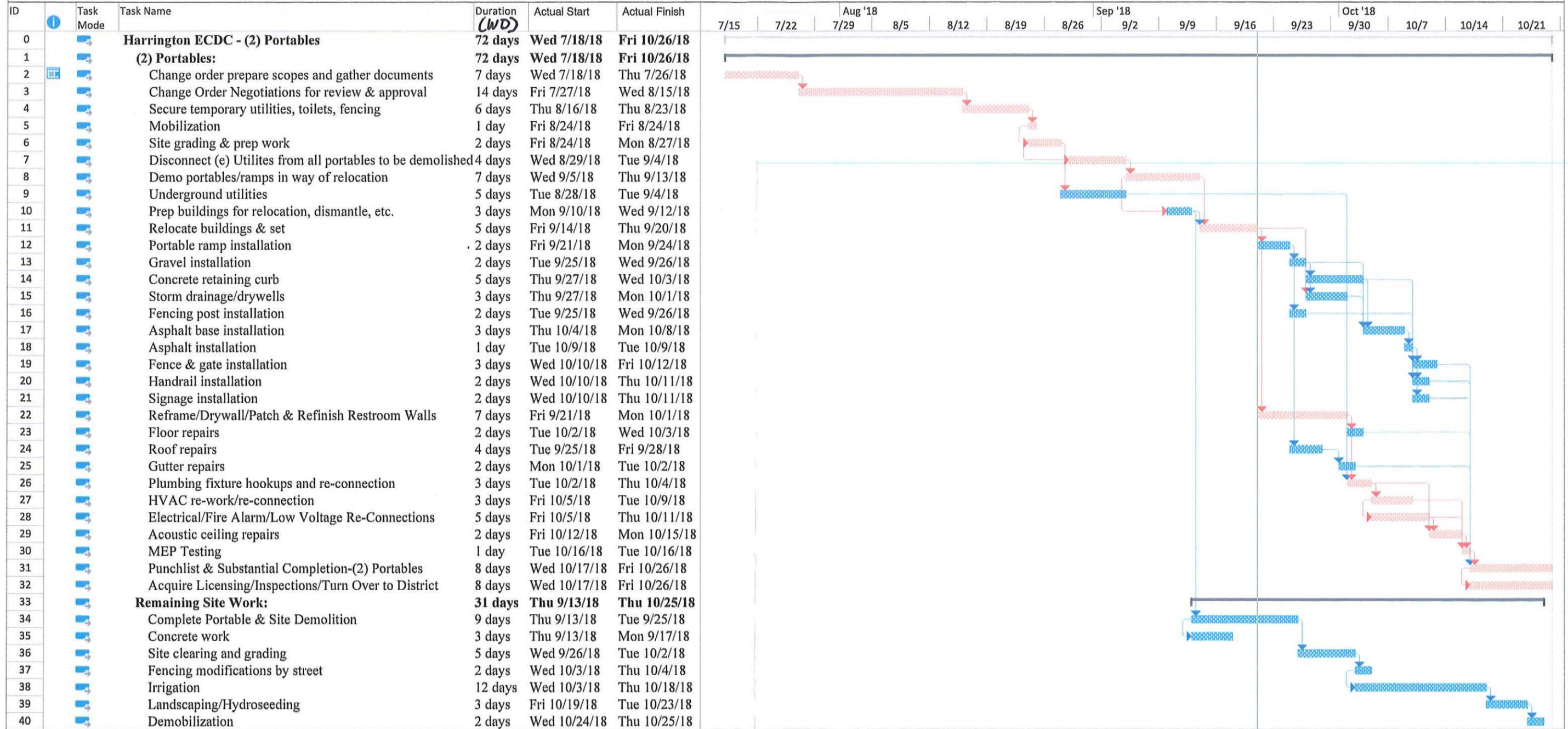
MONTHLY RENT
FOR FENCE

Please return bottom portion with payment
Str: 66 Reg: 690 Drw: 690 Usr: R66 10:23
AR 94.50 Cust: 44774 I 661977

Sale Amt	94.50
Sales Tax	.00
Total	94.50
Pmt Rec'd	.00
Bal Due	94.50

FENCE FACTORY RENTALS
PO BOX 7420
VENTURA, CA 93006-7420

Signature: 



Construction Baseline Schedule Harrington (2) Portables Date: Fri 9/21/18	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline		Manual Progress
	Split		External Tasks		Inactive Summary		Manual Summary		Critical		
	Milestone		External Milestone		Manual Task		Start-only		Critical Split		
	Summary		Inactive Task		Duration-only		Finish-only		Progress		

Trade	PW Determ. Rate	PR Tax	WC	GL	Total Burden %	Fully Burdened Hourly Rate
Carpenter	\$ 59.82	15.45%	12%	10%	37.45%	\$ 82.22
Cement Mason	\$ 58.75	15.45%	12%	10%	37.45%	\$ 80.75
Drywall Installer	\$ 60.10	15.45%	12%	10%	37.45%	\$ 82.61
Laborer	\$ 56.73	15.45%	12%	10%	37.45%	\$ 77.98
Operating Eng.	\$ 75.23	15.45%	12%	10%	37.45%	\$ 103.40

Site Superintendent: \$65.00/hr

Project Manager:\$78.00/hr

Assistant Project Manager:\$65.00/hr

Accounting Staff:\$78.00/hr

General Staff:\$58.00

SECTION 00310

AGREEMENT #17-139

THIS AGREEMENT is made this 6th day of September, 2017, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and Ardalan Construction Co. Inc., hereinafter called the "Contractor", with a principal place of business located at 8 E. Gainsborough Road, Thousand Oaks, CA 91360.

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

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

Bid #17-01
Harrington Early Child Development Center

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

1.02 Contract Time. Final completion of the work shall be achieved within THREE HUNDRED ~~THIRTYTHREE (XXX)~~ CALENDAR DAYS beginning September ~~xx~~ 2017 and ending ~~XXXXXXXXXX~~. **THREE (303)** **18,**
July 18, 2018.

Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of One Million Nine Hundred Fifty-Two Thousand Dollars and No Cents (\$1,952,000.00). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

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

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

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

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

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

DISTRICT

CONTRACTOR

OXNARD SCHOOL DISTRICT,
a California School District

893121
(Contractor's License Number)

By: 
Janet Penanhoat, Interim Asst. Superintendent,
Business & Fiscal Services

By: 
Name: MOZAFAR ARDALAN

Title: PRESIDENT
(Corporate Seal)

END OF SECTION

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/10/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

Approval of Contractor Contingency Allocation No. 002 to Construction Services Agreement #16-199 with Bernards Bros. Inc. for the Elm Elementary School Reconstruction Project (Penanhoat/Fateh/CFW)

The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of Elm Elementary School (“Project”). The Project includes the reconstruction of the school at the existing Elm school site.

During the Regular Meeting of December 14, 2016, the Board of Trustees approved Construction Services Agreement #16-199 between the Oxnard School District and Bernards Bros. Inc. for the Project. During that Meeting, the inclusion of a Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars and No Cents (\$678,841.00) Contractor Contingency was explained. The Contractor Contingency is for payment of very specific items of Work: (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 with 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.

Contractor Contingency Allocation No. 002 provides for the Board’s approval of twenty-four (24) items of cost agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency. Contractor Contingency Allocation No. 002 will not increase Contract Time.

FISCAL IMPACT

Contractor Contingency Allocation No. 002 will be a **COST** to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of **One Hundred Forty-Two Thousand Nine Hundred Eight Dollars and No Cents (\$142,908.00)** to be paid out of the Master Construct and Implementation Funds.

The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Elm Elementary School Reconstruction Project. The Remaining Contractor Contingency Balance after Allocation No. 002 will be Three Hundred Two Thousand Four Hundred Ninety Dollars and Zero Cents. (\$302,490.00).

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 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.

ADDITIONAL MATERIAL

Attached:

- Contractor Contingency Allocation No. 002 (3 Pages)
- CAR No. 73 – Furr Bottom of Beams (12 Pages)
- CAR No. 77 – Add Plywood, Vent and Hardie Board (8 Pages)
- CAR No. 78 – Replace Ridge Beam per DSA (25 Pages)
- CAR No. 142 – Additional Exterior Lighting (33 Pages)
- CAR No. 143 – Drinking Fountain Power - MPR and Admin (28 Pages)
- CAR No. 149 – Wing Wall -Revise Device Location (22 Pages)
- CAR No. 151 – Admin VAV Circuit (25 Pages)
- CAR No. 152 – Classrm & Kinder HVAC (36 Pages)
- CAR No. 153 – Supply Eave Vents at Classroom and KD Bldg. (22 Pages)
- CAR No. 154 – Remove and Reframe Parapet (6 Pages)
- CAR No. 155 – Eliminate Reveal in Pop Out at Admin Bldg. (7 Pages)
- CAR No. 156 – Added Header at Admin Strfnt (9 Pages)
- CAR No. 157 – RFI 204 (6 Pages)
- CAR No. 158 – Furring at HD Bolts (9 Pages)
- CAR No. 160 – Infill Windows (7 Pages)
- CAR No. 161 – Reframe Louver Opening at Classroom B (10 Pages)
- CAR No. 162 – Added Soffit at Breezeway (11 Pages)
- CAR No. 165 – Replace Plywood (9 Pages)
- CAR No. 168 – Reframe Lower Louver (9 Pages)
- CAR No. 169 – R & R Plywood at Receptacles (10 Pages)
- CAR No. 171 – Impact - Cover Trusses (21 Pages)
- CAR No. 283 – Add Blocks (23 Pages)
- CAR No. 286 – Add Exit at Admin (25 Pages)
- CAR No. 329 – Homeruns for Classroom and Kindergarten CUs (41 Pages)
- Construction Services Agreement # 16-199 Bernards Bros. Inc. (115 Pages)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: October 10, 2018

CONTRACTOR CONTINGENCY ALLOCATION NO. 002

PROJECT: ELM STREET ELEMENTARY SCHOOL
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
 6 Hutton Centre Drive, #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 Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	678,841.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	(233,443.00)
ADJUSTED CONTINGENCY SUM	\$	445,398.00
NET CHANGE	\$	142,908.00
<hr/>		
Total Contingency Allocations to Date:	\$	(376,351.00)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 002.....	\$	302,490.00

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	CAR No. 73 – Furr Bottom of Beams		\$4,316		
2.	CAR No. 77 – Add Plywood, Vent and Hardie Board		\$4,980		
3.	CAR No. 78 – Replace Ridge Beam per DSA		\$12,321		
4.	CAR No. 142 – Additional Exterior Lighting		\$19,672		
5.	CAR No. 143 – Drinking Fountain Power - MPR and Admin		\$2,246		
6.	CAR No. 149 – Wing Wall - Revise Device Location		\$1,940		
7.	CAR No. 151 – Admin VAV Circuit		\$6,457		
8.	CAR No. 152 – Classrm & Kinder HVAC		\$10,296		
9.	CAR No. 153 – Supply Eave Vents at Classroom and KD Bldg.		\$23,388		
10	CAR No. 154 – Remove and Reframe Parapet		\$9,052		
11	CAR No. 155 – Eliminate Reveal in Pop Out at Admin Bldg.		\$723		
12	CAR No. 156 – Added Header at Admin Strfnt		\$2,035		
13	CAR No. 157 – RFI 204		\$2,563		
14	CAR No. 158 – Furring at HD Bolts		\$2,260		
15	CAR No. 160 – Infill Windows				\$468
16	CAR No. 161 – Reframe Louver Opening at Classroom B		\$5,792		
17	CAR No. 162 – Added Soffit at Breezeway		\$3,645		
18	CAR No. 165 – Replace Plywood		\$281		
19	CAR No. 168 – Reframe Lower Louver		\$1,607		
20	CAR No. 169 – R & R Plywood at Receptacles		\$364		
21	CAR No. 171 – Impact - Cover Trusses		\$2,548		
22	CAR No. 283 – Add Blocks		\$10,490		
23	CAR No. 286 – Add Exit at Admin		\$3,648		
24	CAR No. 329 – Homeruns for Classroom and Kindergarten CUs		\$11,816		
	Totals		\$142,440		\$233,443 \$468

Total Contractor Contingency Allocation Approval No. 002 \$ 142,908.00

***NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR**

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

ASSISTANT SUPERINTENDENT, BUSINESS AND FISCAL SERVICES:

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



CONTINGENCY ALLOCATION REQUEST

CAR No. 73 R0

Date: 8/16/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 237R1 Furring At Bottom Of Beam

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-4,316
	Subtotal:	-4,316

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to provide plywood furring along the bottom of beams.	Abdellatif Enterprises Inc	4,316
Reason: So the beams and columns can be finished.		
Requested By: SVA Architects		
Ref: RFI 237R1		
	Subtotal:	4,316

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Signature

Carl Magnusse Project Executive

Printed Name & Title

8-20-18

Date



Change Order #

18

DATE: January 7, 2018

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 237 - Furr bottom of beams

Classroom	Qty	Unit	Unit Price	Extension
1/2x4x8 CDX Plywood	10		\$ 19.68	\$ 196.80
.148 x 2 3/8 nails	2		\$ 27.68	\$ 55.36
Material Subtotal				\$ 252.16
Material Sales Tax				\$ 21.51
Material Total				\$ 273.67
Labor	48	hour	\$ 72.48	\$ 3,479.04
Subtotal				\$ 3,752.71
Profit & Overhead		15%		\$ 562.91
Change Order Total				\$ 4,315.62



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u>	Local Union No.: <u>409</u>
<u>Laguna Hills, CA 92653</u>	Classification: <u>Journeyman</u>
Telephone: <u>(949) 215-4790</u>	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$41.25	\$61.88	\$20.63	\$82.50	\$41.25
2.) F.I.C.A	0.077	\$3.58	\$5.16	\$1.58	\$6.74	\$3.16
3.) Federal Unemployment Tax	0.008	\$0.37	\$0.54	\$0.17	\$0.70	\$0.33
4.) State Unemployment Tax	0.062	\$2.90	\$4.18	\$1.28	\$5.46	\$2.56
5.) Health & Welfare Fund		\$7.10	\$7.10	\$0.00	\$7.10	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.00	\$4.00	\$0.00	\$4.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.60	\$1.60	\$0.00	\$1.60	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Workmen's Compensation		\$5.80	\$5.80	\$0.00	\$5.80	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.93
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 237R1

Project: Elm Elementary School Reconstruction Project

Date: 04-09-18

Discipline: Architectural

Subject: Detail needed at Walkway Columns and Beam

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

The details provided on the original RFI #237 Response will not work as shown. Please provide updated details of how to finish around 1) the top of column/bucket and 2) at the beam that supports the overhang. These details will apply at the Kindergarten as well where we have similar conditions. See attached pictures for reference

ANSWER

See attached revised sketches for finishes at both conditions described above.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Cecil Rodriguez	5/1/2018
Abdellatif Enterprises Inc	Hazem Abdella5f	5/1/2018
Skidmore Masonry Inc	John Skidmore	5/1/2018
Perlite Plastering Co Inc	Ron Casman	5/1/2018
Perlite Plastering Co Inc	Ryan Heck	5/1/2018

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.: 237R1

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 04-09-18
Discipline: Architectural

Subject: Detail needed at Walkway Columns and Beam

Response Requested By: 04-16-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

The details provided on the original RFI #237 Response will not work as shown. Please provide updated details of how to finish around 1) the top of column/bucket and 2) at the beam that supports the overhang. These details will apply at the Kindergarten as well where we have similar conditions. See attached pictures for reference

ANSWER

See attached revised sketches for finishes at both conditions described above.

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>4/26/18</u>
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards

Submitted By: Alex Rivera - Bernards





PORTLAND CEMENT
PLASTER OVER METAL
LATH

PLYWOOD SHEATHING PER
STRUCTURAL DRAWING

ROOF BEAM PER STRUCTURAL
DRAWINGS

PROVIDE 2X BLOCKING
HORIZONTALLY ACROSS
BEAM AS REQUIRED FOR
LATH AND PLASTER
ATTACHMENT, TYP.

PROVIDE PLYWOOD
ACROSS ENTIRE
BOTTOM OF BEAM TO
FLUSH WITH BUCKET,
TYP.

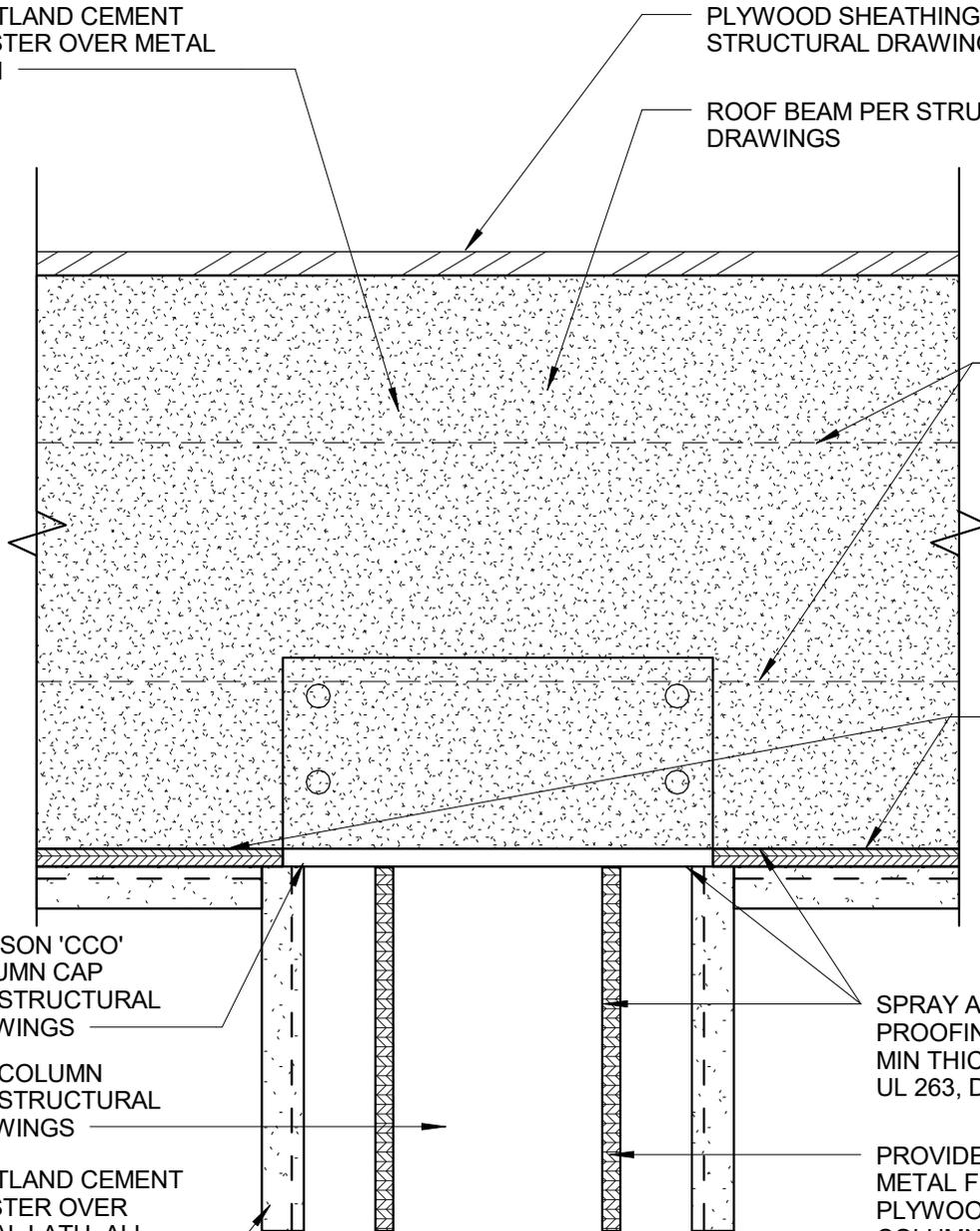
SIMPSON 'CCO'
COLUMN CAP
PER STRUCTURAL
DRAWINGS

HSS COLUMN
PER STRUCTURAL
DRAWINGS

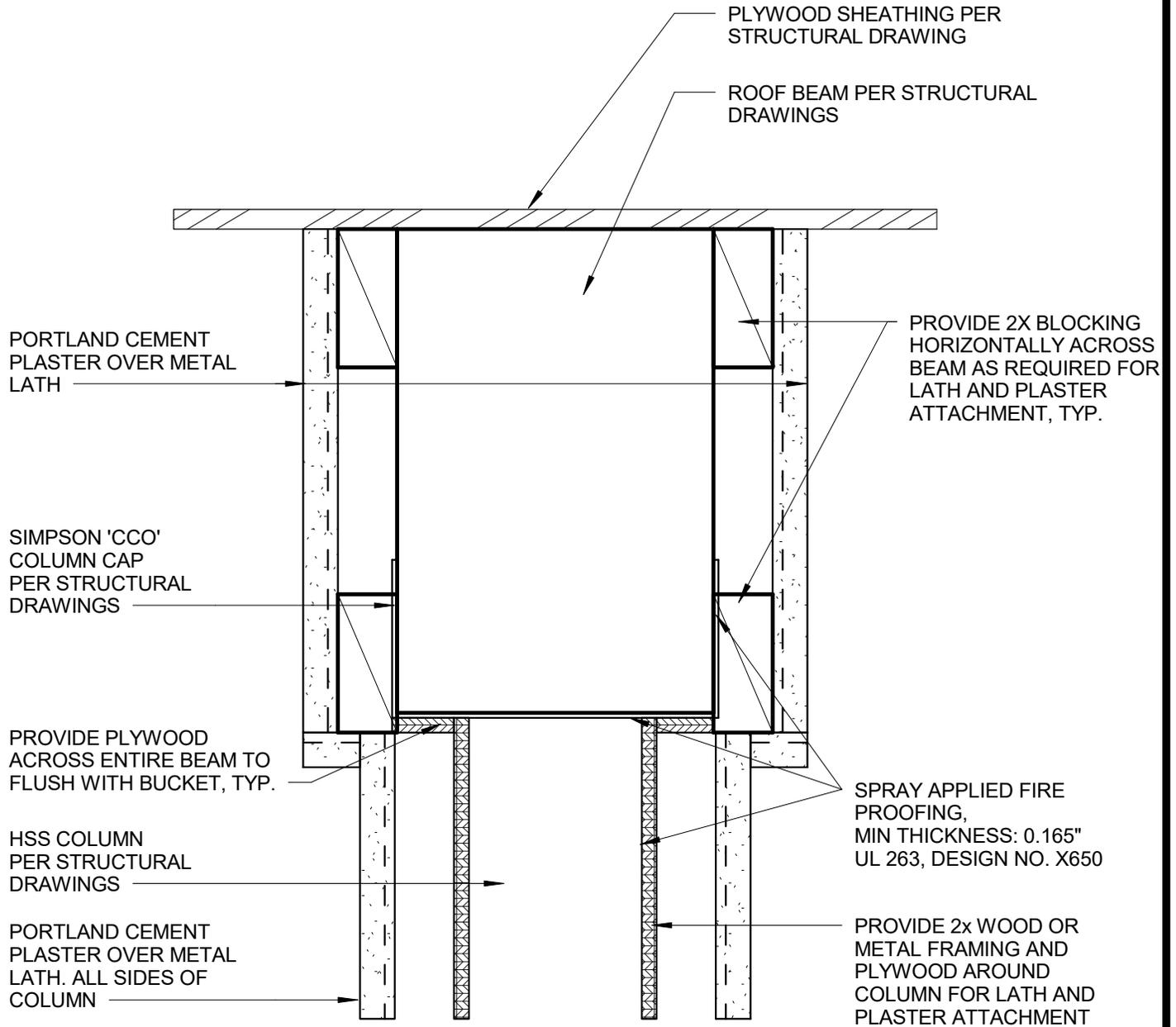
PORTLAND CEMENT
PLASTER OVER
METAL LATH. ALL
SIDES OF COLUMN

SPRAY APPLIED FIRE
PROOFING,
MIN THICKNESS: 0.165"
UL 263, DESIGN NO. X650

PROVIDE 2x WOOD OR
METAL FRAMING AND
PLYWOOD AROUND
COLUMN FOR LATH AND
PLASTER ATTACHMENT



DESCRIPTION: COLUMN TO BEAM FINISHES - SIDE 1		DRAWING REFERENCE: 18/A-64.4	ASK #: SKA-1
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL		ISSUE REFERENCE: RFI 237	DATE 12/13/17
PROJECT NUMBER: 1340121			SCALE 3" = 1'-0"
			DRAWN BY Author



DESCRIPTION: COLUMN TO BEAM FINISHES - SIDE 2		DRAWING REFERENCE: 18/A-64.4	ASK #: SKA-2
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL		ISSUE REFERENCE: RFI 237	DATE 12/13/17
PROJECT NUMBER: 1340121			SCALE 3" = 1'-0"
			DRAWN BY Author

From: Tom Bardwell <tbardwell@sva-architects.com>
Sent: Friday, April 27, 2018 11:06 AM
To: Alex Rivera
Cc: Steve Johnson; Jaime Pace; Gina Sierra
Subject: RE: Elm ES RFI 237R1 - Detail needed at Walkway Columns and Beam

Alex,

Yes understood your explanation and realize the detail is not to scale.
Please move forward per your email description below.

Thanks,

Tom Bardwell

Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu
3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380
www.sva-architects.com



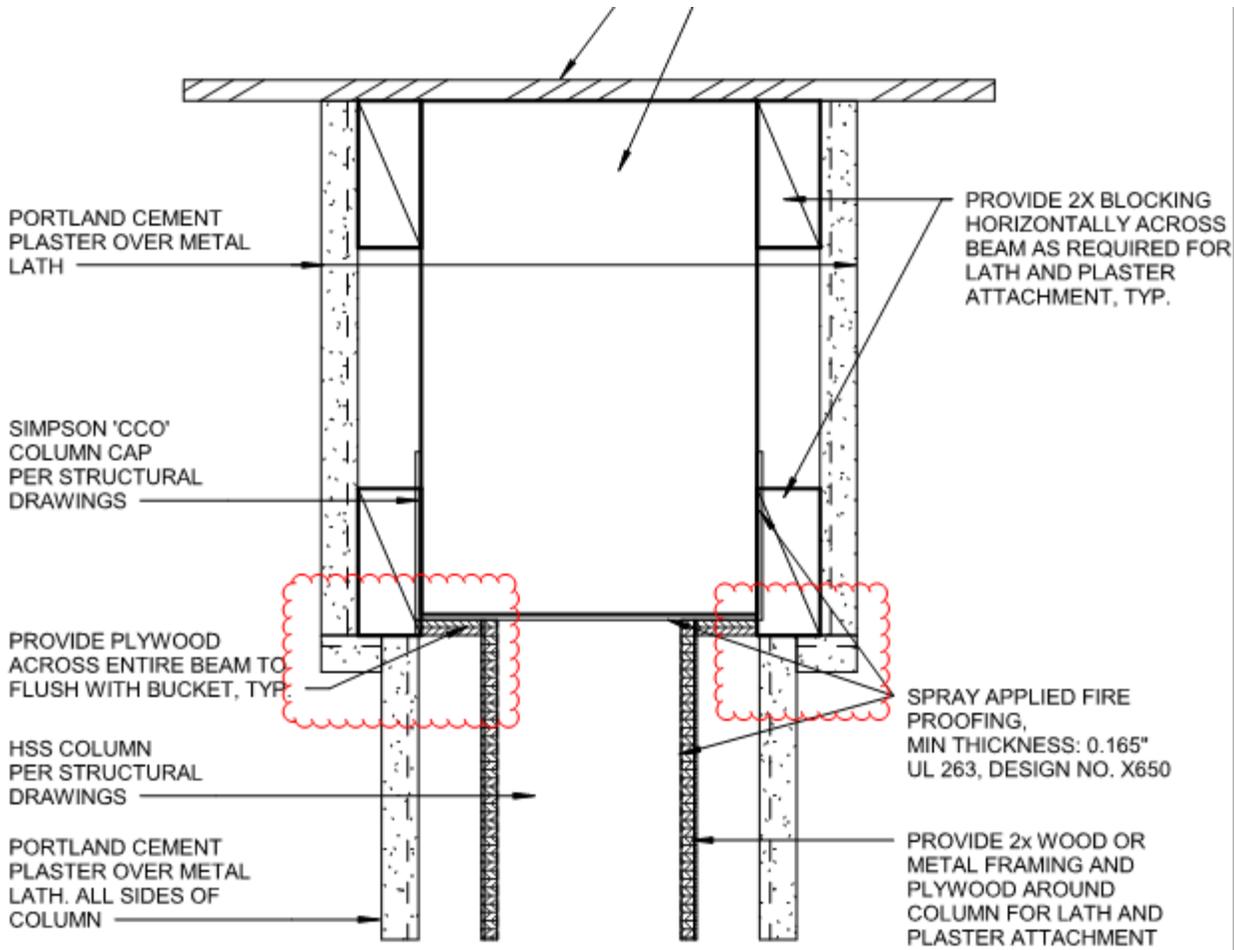
Please consider the environment before printing this email and/or any attachments

ARCHITECTS

From: Alex Rivera [<mailto:ARivera@bernards.com>]
Sent: April 27, 2018 8:08 AM
To: Tom Bardwell <tbardwell@sva-architects.com>
Cc: Steve Johnson <SJohnson@bernards.com>; Jaime Pace <jpace@bernards.com>; Gina Sierra <GSierra@bernards.com>
Subject: RE: Elm ES RFI 237R1 - Detail needed at Walkway Columns and Beam

Tom,

I just want to make sure it's clear that when we fur the columns and the beam that they will be 1 plain surface. In other words they will be the same width, the beam will not be wider than the columns like its shown on the detail. The width of the bucket is exaggerated on the detail, there is only about a ¼" change in width from the column to bucket transition. See the pictures below for clarification.





Thanks,

Alex Rivera

Field Engineer | Elm Elementary School | **BERNARDS**

From: Tom Bardwell [<mailto:tbardwell@sva-architects.com>]

Sent: Thursday, April 26, 2018 4:05 PM

To: Alex Rivera <ARivera@bernards.com>; Gina Sierra <GSierra@bernards.com>

Cc: Steve Johnson <SJohnson@bernards.com>; Jaime Pace <jpace@bernards.com>; Timothy Hoyt <timhoyt5@yahoo.com>

Subject: RE: Elm ES RFI 237R1 - Detail needed at Walkway Columns and Beam

Alex,

Please see the attached RFI response for your records.

Thanks,



CONTINGENCY ALLOCATION REQUEST

CAR No. 77 R0

Date: 8/16/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 279 Add Hardie Board Fascia

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-4,980
	Subtotal:	-4,980

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add plywood, waterproof flashing membrane, and Hardie Board fascia.	Abdellatif Enterprises Inc	4,980
Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: RFI 279		
	Subtotal:	4,980
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title *Carl Magness Project Executive*

Date

Date *8-20-18*



Change Order #

22

DATE: January 9, 2018

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 279 - Add 3/4" plywood, waterproof flashing membrane and 12" hardie board facia

Description	Qty	Unit	Unit Price	Extension
3/4"x4x8	6		\$ 25.12	\$ 150.72
12" hardie board	14		\$ 13.98	\$ 195.72
Material Subtotal				\$ 346.44
Material Sales Tax				\$ 30.31
Freight				\$ -
Material Total				\$ 376.75
Labor (6th Period Apprentice)	8	hour	\$ 59.38	\$ 475.04
Labor (Journeyman)	48	hour	\$ 72.48	\$ 3,479.04
Subtotal				\$ 4,330.83
Profit & Overhead		15%		\$ 649.63
Change Order Total				\$ 4,980.46



**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:** 6th Period Apprentice
Telephone: (949) 215-4790 **Effective Date:** 07/01/17 to 03/31/18

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$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.) Workmen'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.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$59.38	\$77.12	\$17.74	\$94.86	\$35.47
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$59.38	\$77.12	\$17.74	\$94.86	\$35.47



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u> <u>Laguna Hills, CA 92653</u>	Local Union No.: <u>409</u>
Telephone: <u>(949) 215-4790</u>	Classification: <u>Journeyman</u>
	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$41.25	\$61.88	\$20.63	\$82.50	\$41.25
2.) F.I.C.A	0.077	\$3.58	\$5.16	\$1.58	\$6.74	\$3.16
3.) Federal Unemployment Tax	0.008	\$0.37	\$0.54	\$0.17	\$0.70	\$0.33
4.) State Unemployment Tax	0.062	\$2.90	\$4.18	\$1.28	\$5.46	\$2.56
5.) Health & Welfare Fund		\$7.10	\$7.10	\$0.00	\$7.10	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.00	\$4.00	\$0.00	\$4.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.60	\$1.60	\$0.00	\$1.60	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Workmen's Compensation		\$5.80	\$5.80	\$0.00	\$5.80	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.93
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 279

Project: Elm Elementary School Reconstruction Project

Date: 12-20-17

Discipline: Architectural

Subject: Kindergarten Fascia Detail

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A4-11.2		

QUESTION

Per our conversation in the field on 12/19/17 , please confirm that the attached detail is acceptable for the Kindergarten Building along the sections of the building where there is no roof overhang. Please see attached

ANSWER

Detail is acceptable for the Kindergarten Building at the specified locations. J-Mold will be required at transition between plaster and plywood

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdella1f	12/26/2017
Perlite Plastering Co Inc	Ron Casman	12/26/2017

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: Alex Rivera - Bernards

Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 279

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 12-20-17
Discipline: Architectural

Subject: Kindergarten Fascia Detail

Response Requested By: 12-27-2017

DRAWINGS & SPECIFICATION REFERENCES		
Drawing Sheet / Specification	Detail / Sub Section	Comments
A4-11.2		

QUESTION

Per our conversation in the field on 12/19/17 , please confirm that the attached detail is acceptable for the Kindergarten Building along the sections of the building where there is no roof overhang. Please see attached

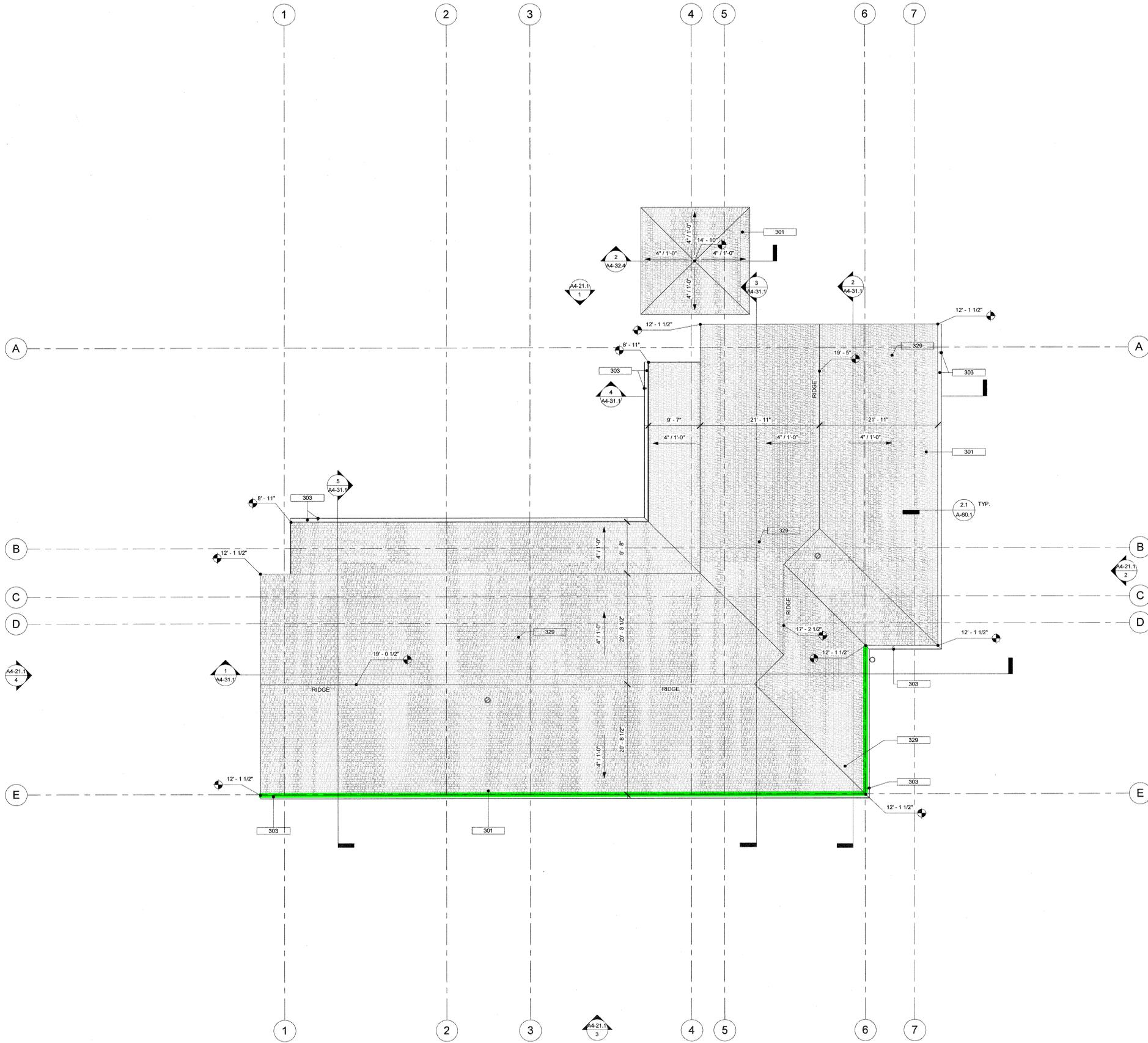
ANSWER

Detail is acceptable for the Kindergarten Building at the specified locations. J-Mold will be required at transition between plaster and plywood.

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>12/21/17</u>
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards

Submitted By: Alex Rivera - Bernards



?	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

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CA 93033



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 A# 03-116407
 AC: FLS, SH, SS
 DATE: AUG 01 2018

KEYNOTE LEGEND

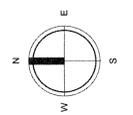
REVISIONS:

DESCRIPTION	DATE

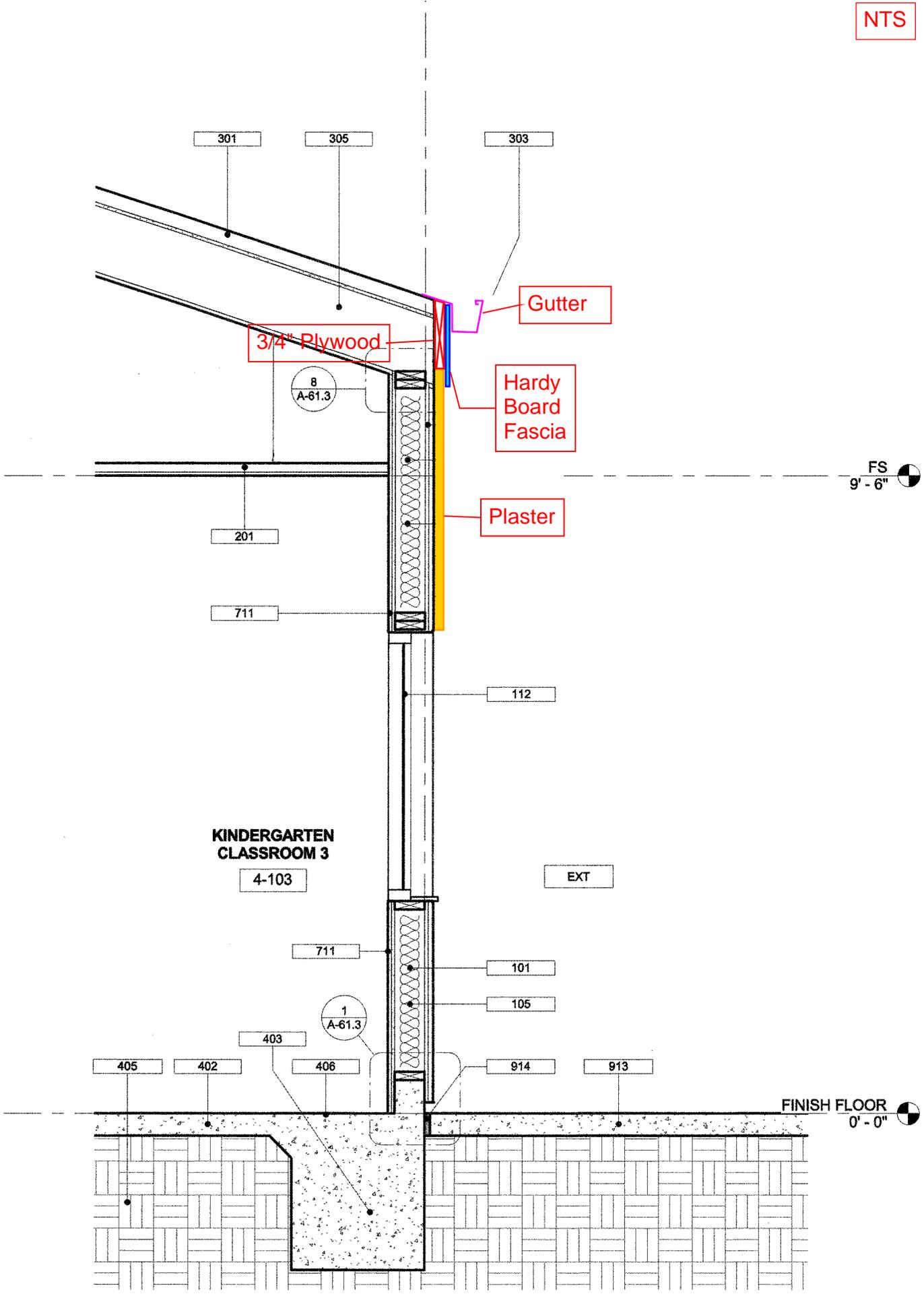
DATE ISSUED: 01/08/16
 PROJECT NO: 1340159-Bldg 4
 SCALE: As indicated

SHEET NUMBER: **A4-11.2**
 SHEET TITLE:

**KINDERGARTEN
 - BLDG. 4 -
 ROOF PLAN**



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CONTINGENCY ALLOCATION REQUEST

CAR No. 78 R0

Date: 8/16/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 268/269 Rplace Beams

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-12,321
	Subtotal:	-12,321

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to replace hip, ridges, and valleys with PSL beams in lieu of douglas fir.	Abdellatif Enterprises Inc	12,321
Reason: DSA concerns		
Requested By: SVA Architects		
Ref: RFI 268, 269		
	Subtotal:	12,321
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Change Order #

23

DATE: January 11, 2018

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 268/269 - replace hip, ridges, valleys with PSL beams instead of doug fir

Description	Qty	Unit	Unit Price	Extension
5 1/4 x 14 x 22 PSL	3		\$ 602.80	\$ 1,808.40
5 1/4 x 14 x 20 PSL	1		\$ 548.00	\$ 548.00
5 1/4 x 14 x 10 PSL	1		\$ 274.00	\$ 274.00
3 1/2 x 11 7/8 x 10 PSL	1		\$ 131.00	\$ 131.00
Sawzall/skillsaw blades				\$ 100.00
Nails				\$ 50.00
Material Subtotal				\$ 2,911.40
Material Sales Tax				\$ 276.62
Freight				\$ 400.00
Material Total				\$ 3,588.02
Equipment				\$ 300.00
Labor (Journeyman)	65	hour	\$ 72.48	\$ 4,711.20
Labor (6th Period Apprentice)	33	hour	\$ 59.38	\$ 1,959.54
Labor (Foreman)	2	hour	\$ 77.55	\$ 155.10
Subtotal				\$ 10,713.86
Profit & Overhead		15%		\$ 1,607.08
Change Order Total				\$ 12,320.94



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: CLASSROOM BLDG. ROOF
PREP AND SET HIP AT CLASSROOM, GRID LINE - E

No Cost Change Cost Change Costs Associated With Ref # RFI # 268

Labor Description:
NICOLAS RODRIGUEZ - 4 HOURS
JESUS CLEMENTE ARCINEGA - 4 HOURS
WILLIAM BAILEY - 2 HOURS

TOTAL HOURS = 10

Material Description:
GRADALL - 2 HOURS
1 - 5 1/4" x 14" x 22' PSL
1 - 10" BIGFOOT SAW BLADE

Ridge beam was changed to a PSL ~~per~~ per RFI 270, due to IOR raising issue with beams checking.

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement

By: _____
Signature: [Signature]
Print Name: _____
Date: 12/26/17

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: 12-13-17
Date of Report: _____
CD No.: _____

Description of Added Scope of Work: KINDERGARTEN BLDG. ROOF
REMOVE ROOF RAFTERS, HIP, VALLEY & RIDGE. GRID LINE-C.

No Cost Change Cost Change Costs Associated With Ref # RFI 268

Labor Description:
JESUS CLEMENTE ARCINEGA - 8 HOURS
NICOLAS RODRIGUEZ - 8 HOURS
CESAR ROSAS - 8 HOURS
WILLIAM BAILEY - 2 HOURS

TOTAL HOURS = 26

Material Description:
GRADALL - 2 HOURS
3-METAL SAWZALL BLADES

Roof ~~rafter~~ beam(s) had to be removed & replaced with PSL's per RFI(s) 269 & 270 due to DSA & IOR's concerns with checking -

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: _____
Signature: [Signature]
Print Name: _____
Date: 12/26/17

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: 12-14-17
Date of Report: _____
CD No.: _____

Description of Added Scope of Work: KINDERGARTEN BLDG ROOF. REMOVE
PREP & SET RIDGE & VALLEY. GRID LINE - C

No Cost Change Cost Change Costs Associated With Ref # RFI # 268

Labor Description:
NICOLAS RODRIGUEZ - 8 HOURS
JESUS CLEMENTE ARCINEGA - 8 HOURS
CESAR ROSAS - 8 HOURS
WILLIAM BAILEY - 2 HOURS

TOTAL HOURS = 26

Material Description:
GRADALL - 3 HOURS
1 - 5 1/4" x 14" x 20' PSL
1 - 5 1/4" x 14" x 22" PSL
Roof beam(s) were removed & replaced with PSL's per RFI's 269 & 270 due to DSA & DOR's concerns with the wood checking.

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: _____
Signature: [Signature]
Print Name: _____
Date: 12/26/17

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: 12-15-17
Date of Report: _____
CD No.: _____

Description of Added Scope of Work: KINDERGARTEN BLDG ROOF, REMOVE
PREP & SET HIPS AND VALLEY, GRID LINE C

No Cost Change Cost Change Costs Associated With Ref # RFI # 268

Labor Description:

JESUS CLEMENTE ARCINEGA - 8 HOUR
NICOLAS RODRIGUEZ - 8 HOURS
CESAR ROSAS - 8 HOURS
WILLIAM BAILEY - 2 HOURS

TOTAL HOURS = 26

Material Description:

1 - 5 1/4" x 14" x 22' PSL

1 - 5 1/4" x 14" x 10' PSL

1 - 3" x 11 7/8" x 10' PSL

Roof beam(s) were removed & replaced with PSL's per RFI(s) 269 & 270 due to DST's BIOR's concerns with the wood checking.

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: _____
Signature: [Signature]
Print Name: _____
Date: 12/26/17

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: 12-16-17
Date of Report:
CD No.:

Description of Added Scope of Work: KINDERGARTEN BLDG. ROOF
REPLACE RAFTERS AND HARDWARE, GRID LINE -C

No Cost Change X Cost Change Costs Associated With Ref # RFI # 268

Labor Description:
CESAR ROSAS - 5 HOURS
NICOLAS RODRIGUEZ - 5 HOURS
CECILIO RODRIGUEZ - 2 HOURS
TOTAL HOURS = 12

Material Description:

Replacing rafters that were already installed, but had to be removed when roof beams had to be changed to PSL's per RFI's 269 & 270 due to DSA & DORF concerns with the wood checking.
Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature: [Signature]
Print Name:
Date: 12/26/17

Approval Issued By: Signature & Title Name (Printed) Date



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

INVOICE NO.: 24006

CUST. ORDER:

DATE: 12/21/2017

TERMS: NET 30 DAYS ADI

HLS ORDER: 15360-RR

SHIP VIA:

SHIP TO: ELM STREET ELEMENTARY SCHOOL
450 ELM STR
OXNARD CA

DESCRIPTION	QUANTITY	U/M	PRICE U/M	AMOUNT
3 1/2 X 11 7/8" PSL 2.2E 1/10	10	LF	13.10 /LF	\$131.00
5 1/4" X 14" PSL 2.2E 1/10 1/20 3/22	96	LF	27.40 /LF	\$2,630.40
DELIVERY	1	Pcs	400.00 Pcs	\$400.00

SUB TOTAL: \$3,161.40

CA1.0: \$31.61

CA7.75: \$245.01

Thank You

A DISCOUNT OF \$0.00 WILL BE ALLOWED IF PAID BY 01/20/2018

TOTALS: BF \$3,438.02

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.



**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:** 6th Period Apprentice

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 to 03/31/18

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$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.) Workmen'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.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$59.38	\$77.12	\$17.74	\$94.86	\$35.47
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$59.38	\$77.12	\$17.74	\$94.86	\$35.47



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u>	Local Union No.: <u>409</u>
<u>Laguna Hills, CA 92653</u>	Classification: <u>Foreman</u>
Telephone: <u>(949) 215-4790</u>	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$44.25	\$66.38	\$22.13	\$88.50	\$44.25
2.) F.I.C.A	0.077	\$3.81	\$5.51	\$1.69	\$7.20	\$3.39
3.) Federal Unemployment Tax	0.008	\$0.40	\$0.58	\$0.18	\$0.75	\$0.35
4.) State Unemployment Tax	0.062	\$3.09	\$4.46	\$1.37	\$5.83	\$2.74
5.) Health & Welfare Fund		\$7.10	\$7.10	\$0.00	\$7.10	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.00	\$4.00	\$0.00	\$4.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.60	\$1.60	\$0.00	\$1.60	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Workmen's Compensation		\$6.04	\$6.04	\$0.00	\$6.04	\$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		\$1.38	\$1.38	\$0.00	\$1.38	\$0.00
14.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$77.55	\$102.91	\$25.37	\$128.28	\$50.73
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$77.55	\$102.91	\$25.37	\$128.28	\$50.73



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u>	Local Union No.: <u>409</u>
<u>Laguna Hills, CA 92653</u>	Classification: <u>Journeyman</u>
Telephone: <u>(949) 215-4790</u>	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$41.25	\$61.88	\$20.63	\$82.50	\$41.25
2.) F.I.C.A	0.077	\$3.58	\$5.16	\$1.58	\$6.74	\$3.16
3.) Federal Unemployment Tax	0.008	\$0.37	\$0.54	\$0.17	\$0.70	\$0.33
4.) State Unemployment Tax	0.062	\$2.90	\$4.18	\$1.28	\$5.46	\$2.56
5.) Health & Welfare Fund		\$7.10	\$7.10	\$0.00	\$7.10	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.00	\$4.00	\$0.00	\$4.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.60	\$1.60	\$0.00	\$1.60	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Workmen's Compensation		\$5.80	\$5.80	\$0.00	\$5.80	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.93
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u>	Local Union No.: <u>409</u>
<u>Laguna Hills, CA 92653</u>	Classification: <u>Journeyman</u>
Telephone: <u>(949) 215-4790</u>	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$41.25	\$61.88	\$20.63	\$82.50	\$41.25
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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. : 268

Project: Elm Elementary School Reconstruction Project

Date: 12-08-17
Discipline: Structural

Subject: Checks in Roof Beams

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-142		

QUESTION

Per the IOR's email below, Please confirm that any ridge beams that have checks along the bolt holes must be replaced. Please specify replacement material (see suggestion). See attached email.

SUGGESTION

Use PSL material in lieu of the current lumber material in order to avoid more potential checking at the connections.

ANSWER

Above structurally confirmed. Use 2.2E Parallam with equivalent or greater section.
PSE-12/08/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdella4f	12/11/2017

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: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 268

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 12-08-17
Discipline: Structural

Subject: Checks in Roof Beams

Response Requested By: 12-11-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-142		

QUESTION

Per the IOR's email below, Please confirm that any ridge beams that have checks along the bolt holes must be replaced. Please specify replacement material (see suggestion). See attached email.

SUGGESTION

Use PSL material in lieu of the current lumber material in order to avoid more potential checking at the connections.

ANSWER

Above structurally confirmed. Use 2.2E Parallam with equivalent or greater section.
PSE-12/08/17

Response Provided By: _____
Name Company Date

Question Initiated By: Alex Rivera - Bernards

Submitted By: Alex Rivera - Bernards

From: David Chieng <dchieng@petrastructural.com>
Sent: Friday, December 08, 2017 8:06 AM
To: Tom Bardwell (tbardwell@sva-architects.com); Peter Sarkis; Timothy Hoyt; Steve Johnson; Jaime Pace; Kenneth Hinge; Alex Rivera
Subject: RE: Elm- KG Bldg 4 Ridge beam connections

Tim,

These beams are gravity load carrying beams only w/ the main load direction perpendicular to the checks. The as-built condition is structurally acceptable. We do recommend that the beams with checks along the bolt holes be replaced.

Thanks,
David Chieng

From: Timothy Hoyt [<mailto:timhoyt5@yahoo.com>]
Sent: Thursday, December 7, 2017 12:32 PM
To: Peter Sarkis <psarkis@petrastructural.com>; David Chieng <dchieng@petrastructural.com>
Cc: Tom Bardwell <tbardwell@sva-architects.com>; Steve Johnson <sjohnson@bernards.com>; Jaime Pace <jpace@bernards.com>; Alex Rivera <arivera@bernards.com>; kenhinge@kenco-inc.com; Tim Hoyt <timhoyt5@yahoo.com>
Subject: Fw: Elm- KG Bldg 4 Ridge beam connections

Hi Peter and David,

Kindergarten Building 4:

Please review the 3- way connections of the 6x12 ridge beams to the pipe column knife plates.

Located between grid lines 5-6 and D to E at SW area of bldg 4. (Refer to attached pictures. I will send a second email with additional pictures)

There is checking at / or between the bolted connections. Is there any concern with this?

This was noticed by Andy Widjaja and he wanted me to have you review it. It was a question and he did not write it on the FTN.

Tim Hoyt

Project Inspector, DSA Class 1
TIM HOYT CONSTRUCTION SERVICES, Inc.
805-443-3002

----- Forwarded Message -----

From: Timothy Hoyt <timhoyt5@yahoo.com>
To: Tim Hoyt <timhoyt5@yahoo.com>
Sent: Thursday, December 7, 2017 10:19 AM
Subject: Elm- KG Bldg 4 Ridge beam connections

Please review the 3- way connections of the 6x12 ridge beams to the pipe column knife plates.

Located between grid lines 5-6 and D to E at SW area of bldg 4

TIM HOYT
Sent from my iPhone















REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 269

Project: Elm Elementary School Reconstruction Project

Date: 12-08-17
Discipline: Structural

Subject: Replacement Roof Beams - Kindergarten Bldg.

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-142		

QUESTION

Please provide size of new PSL for each beam location highlighted on the attached drawing. We have decided to replace all of the highlighted beams to mitigate further issues with checking per the IOR's concerns (Ref. RFI 268). See attached.

ANSWER

Use 2.2E Parallam 5-1/4x14 in lieu of 6x12. Use 2.2E Parallam 3-1/2x11-1/4 in lieu of 4x12.
PSE-12/08/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdella8f	12/11/2017

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: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 269

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 12-08-17
Discipline: Structural

**Subject: Replacement Roof Beams -
Kindergarten Bldg.**

Response Requested By: 12-11-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-142		

QUESTION

Please provide size of new PSL for each beam location highlighted on the attached drawing. We have decided to replace all of the highlited beams to mitigate further issues with checking per the IOR's concerns (Ref. RFI 268). See attached.

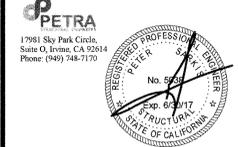
ANSWER

Use 2.2E Parallam 5-1/4x14 in lieu of 6x12. Use 2.2E Parallam 3-1/2x11-1/4 in lieu of 4x12.
PSE-12/08/17

Response Provided By: _____
Name Company Date

Question Initiated By: Alex Rivera - Bernards

Submitted By: Alex Rivera - Bernards



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# 03-116407
 AC FLS SS
 DATE AUG 01 2016

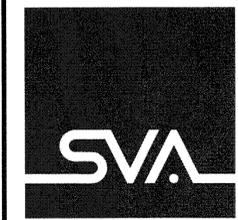
REVISIONS:

NO.	DESCRIPTION	DATE

DATE ISSUED: JAN 8-2016
 PROJECT NO: 2013-75
 SCALE:

SHEET NUMBER: **S-142**
 SHEET TITLE:

KINDER - BLDG 4 - ROOF FRAMING PLAN



ARCHITECTS
 3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
 T 949.806.3380 WWW.SVA-ARCHITECTS.COM

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- FRAMING NOTES:**
- FOR GENERAL NOTES AND ABBREVIATIONS SEE SHEETS S-001 AND S-002
 - FOR TYPICAL STEEL DETAILS SEE S-500 SERIES SHEETS
 - FOR TYPICAL WOOD DETAILS SEE S-600 SERIES SHEETS
 - REFER TO ARCHITECTURAL DRAWINGS FOR CURBS, RAMPS, DRAINS, EXTERIOR SLABS, FITS, SWALES, TRENCHES, OPENINGS, DIMENSIONS, TOP OF SHEATHING & TOP OF PARAPET ELEVATIONS NOT SHOWN ON PLANS, ETC.
 - VERIFY ALL DIMENSIONS, ELEVATIONS, FINISH SURFACES, SLOPES, DRAINS DEPRESSIONS, CURBS ETC., WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION.
 - CONTRACTOR TO VERIFY & COORDINATE LOCATIONS OF MECHANICAL UNITS WITH MECHANICAL ENGINEER.
 - TYPICAL FLOOR SHEATHING: (CLASSROOM BUILDING)
 23/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, UNBLOCKED w/ 10d @ 8" OC AT BOUNDARIES AND SUPPORTING MEMBERS PER DETAIL 18/S-622 (TYP UNO)
 TYPICAL ROOF SHEATHING: (CLASSROOM BUILDING)
 15/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, UNBLOCKED w/ 10d @ 8" 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 2448, EXPOSURE 1 CDX GRADE, BLOCKED w/ MIN 2x FRAMING 10d @ 8" OC AT BOUNDARIES AND ALL PANEL EDGES PER DETAIL 18/S-622 (TYP UNO)

- PSL = PARALAM BEAM BY MEYERHAEUSER WITH E = 2.0x10⁶ PSI OR E = 2.2x10⁶ PSI AS SHOWN
- RT OR GT INDICATES MEMBER w/ BOUNDARY NAILING & DESIGNED FOR 240 PLF DRAG FORCE AT FLOOR & FOR 180 PLF DRAG FORCE AT ROOF BY MFR OVER LENGTH OF MEMBER.
- ALL EXTERIOR STUDS SHALL BE 2x6 OF No 2 @ 16" OC UNO ALL EXTERIOR STUDS SHALL BE PER ARCHITECTURAL SCHEDULE @ 16" OC MAX. WALL STUDS AROUND ELEVATOR SHALL BE @ 12" OC ALL EXTERIOR WALLS BETWEEN GRID 3 AND 4 IN THE MPR BUILDING SHALL BE 3x8 MIN @ 16" OC MAX
- SEE REDBUILT DRAWINGS FOR JOISTS SIZES AND PROFILE, AS WELL AS ANY BRACING AND BRIDGING TYPE, SPACING AND DETAILING AS REQUIRED DURING CONSTRUCTION OR PERMANENTLY TO RESIST GRAVITY AND WINDS LOADS.
- PROVIDE 4x4 POST MIN AT EACH BEAM ON WALL.

- FRAMING LEGEND**
- HDR — HEADER PER DETAILS 1 & 2/S-601 ALIGN BOTTOM OF HEADER AT TOP OPENING
 - 6x — FLUSH BEAM DEPTH OF BEAM MATCHES JOIST DEPTH AT PERPENDICULAR WALL, PROVIDE POST TO MATCH BEAM WIDTH & WALL DEPTH, SEE DETAIL 3/S-602
 - 6x DROP — DROP BEAM, ALIGN TOP BEAM w/ BOTTOM OF JOISTS. AT PERPENDICULAR WALL, PROVIDE TRIMMER TO MATCH BEAM WIDTH & WALL DEPTH.
 - RT = ROOF TRUSSES
 FJ = FLOOR JOIST
 RR = ROOF RAFTER
 SEE JOIST SCHEDULE BELOW
 - SHEAR PANEL EXTENT
 SHEAR WALL MARK PER DET 2/S-621
 MIN SHEAR WALL LENGTH
 - 4x HDU — INDICATES WOOD POST PER PLAN & HOLD DOWN PER SCHEDULE AND 4/S-621 & 14/S-622
 - # — HOLDDOWN MARK TO WOOD POST PER DET 4/S-621
 - 1 — CONSTRUCTION NOTE KEY
 - TPS-1 — INDICATES TOP PLATE SPLICE PER DET 18/S-621

- CONSTRUCTION NOTE KEY**
- INDICATES SIMPSON CS16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 4-1/8" OC
 - INDICATES SIMPSON CMSTC16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3" OC
 - INDICATES SIMPSON CMST14 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3-1/2" OC
 - INDICATES SIMPSON CMST12 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3-1/2" OC

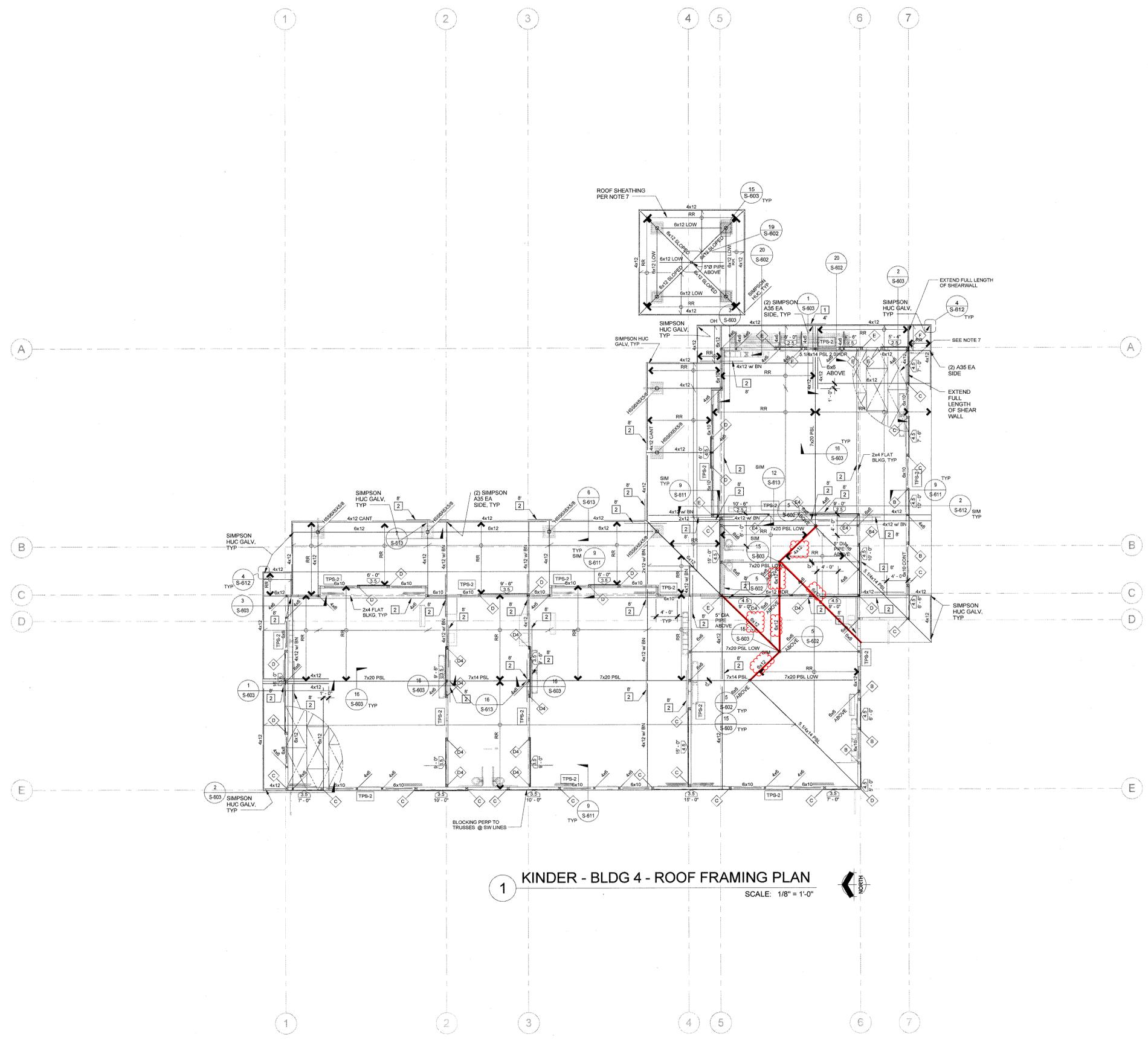
JOIST SCHEDULE

MARK	SIZE	SPACING	MAX LENGTH
RT	16" OWJ RED-W	24" OC	32'-0"
RT-2	14" RED-HS	24" OC	22'-0"
RR	2x12	24" OC	19'-0"
RR	2x12	16" OC	20'-0"
RR	2x12	12" OC	22'-0"
RT-3 (LL=20PSF)	20-33-20 OWJ RED W	16" OC	55'-0"
FJ (LL=50 PSF)	20" RED-190HS	16" OC	33'-0"

NOTE THAT MAXIMUM LENGTH IS THE CLEAR DIMENSION BETWEEN SUPPORTS, ADJUSTED FOR ROOF SLOPE AS REQUIRED.

HOLDOWN SCHEDULE

SYMBOL	POST SIZE	HOLDOWN	SYMBOL	POST SIZE	HOLDOWN
A	6X6	HDU2	J	6X6	(2) HD19
B	6X6	HDU5	EB	6X8	HD12
C	6X6	HDU8	FB	6X8	HD19
D	6X6	HDU11	GB	6X8	(2) HDU11
E	6X6	HD12	HB	6X8	(2) HD12
F	6X6	HD19	IB	6X10	(2) HD19
G	6X6	(2) HDU11	IB	6X10	(2) HD12
H	6X6	(2) HD12	IB	6X12	(2) HD19
HA	4X8	HDU11	IB	6X10	(2) HDU11
HA	4X8	(2) HD12	IB	4X6	HDU5
			IB	6X8	HDU11



1 KINDER - BLDG 4 - ROOF FRAMING PLAN
 SCALE: 1/8" = 1'-0"



CONTINGENCY ALLOCATION REQUEST

CAR No. 142 R0

Date: 8/27/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 305 R1 Added Exterior Lighting

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-19,672
	Subtotal:	-19,672

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add additional exterior lights.	Taft Electric Co	19,672
Reason: Exterior lighting as shown on the plans was insufficient or nonexistent in some areas.		
Requested By: SVA Architects		
Ref: RFI 305R1		
	Subtotal:	19,672

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Carl Magness Project Executive

Printed Name & Title

Date

9-20-18

Date



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2251 - Elm School
450 E Elm St,
Oxnard, California 93033
Phone: 805-654-7994

Change Order Request #015 : Additional Exterior Lighting

TO:	Bernards 555 1st St San Fernando, California, 91340	FROM:	Taft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	015 / 1	CONTRACT:	1 - Elm School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matt Gobuty (Taft Electric Company)
STATUS:	Pending - In Review	CREATED DATE:	1/25 /2018
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$19,672.00

POTENTIAL CHANGE ORDER TITLE: Additional Exterior Lighting

CHANGE REASON: RFI Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

We are submitting the above cost for the additional work required as directed to add (19) exterior N2B wallpack fixtures to the classroom, admin and kindergarten buildings per attached markups.

This change proposal is based on the usual cost elements such as labor, materials and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays and or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

EXCLUSIONS:

Any weather proofing or sealing of exterior penetrations for water intrusion.

Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hrs Monday-Friday between 7AM & 3:30PM

Any and all parts and labor not specifically listed above.

Any costs associated with the design, engineering (including wet stamps), or approval process.

Any access panels.

ATTACHMENTS:

Job ID: 2551 ELM SCHOOL COR
 Project: 2551 Elm School COR



Takeoff

Vendor: TAFT

Labor Level: LABOR 1

14 Feb 2018 13:29:55

Region: CE 037 ADDED LTG

Area: ADDED EXTERIOR LTG L2

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result	
	0				TYPE N - INSTALLATION PER FIXTURE					
	0				WHERE LATHE HAS BEEN INSTALLED					
TITLE	1		M		BOX + WALL SUPPORT	0.0000	0.00	0.0000	0.00	
120854	1	EA	M		FIXTURE SUPPORT (GENERIC)	5.6900	5.69	1.6500	1.65	
150006	1	EA	M	1-1/2"D 21.0-CI	4"SQ CMB- KO NO BRKT	2.4796	2.48	0.3000	0.30	
160722	1	EA	M	16"	WALL BOX HANGER + BRACKET	3.5761	3.58	0.0360	0.04	
150061	1	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	1.7326	1.73	0.1500	0.15	
160573	6	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14	
100080	1	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04	
100095	1	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.04	
100094	1	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0325	0.03	
100269	2	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05	
59	1		M		TYPE N WALL MOUNTED FIXTURE	0.0000	0.00	0.9000	0.90	
TITLE	1		M	1/2	FLEX-STL CONDUIT WHIP	0.0000	0.00	0.0000	0.00	
50001	50	FT	M	1/2	FLEXIBLE STEEL CONDUIT	0.5298	26.49	0.0400	2.00	
50023	1	EA	M	1/2	FLEX COND ANGLE CONN	2.6859	2.69	0.1440	0.14	
50034	1	EA	M	1/2	FLEX COND STRAIGHT CONN	0.6737	0.67	0.1200	0.12	
40207	2	EA	M	1/2	GRD BUSHING INSULATED	4.9886	9.98	0.2500	0.50	
70033	150	FT	M	12	THHN/THWN CU (STR)	0.1391	20.86	0.0060	0.90	
Phase Totals:								75.30		7.01

Region: CE 037 ADDED LTG

Area: ADDED EXTERIOR LTG

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				TYPE N - INSTALLATION PER FIXTURE				
TITLE	1		M		BOX + WALL SUPPORT	0.0000	0.00	0.0000	0.00

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121

Web: www.taftelectric.com

Region: CE 037 ADDED LTG
Area: ADDED EXTERIOR LTG

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
120854	1	EA	M		FIXTURE SUPPORT (GENERIC)	5.6900	5.69	0.2000	0.20
150006	1	EA	M	1-1/2"D 21.0-CI	4"SQ CMB- KO NO BRKT	2.4796	2.48	0.3000	0.30
160722	1	EA	M	16"	WALL BOX HANGER + BRACKET	3.5761	3.58	0.0360	0.04
150061	1	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	1.7326	1.73	0.1500	0.15
160573	6	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
100080	1	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
100095	1	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.04
100094	1	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0325	0.03
100269	2	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05
59	1		M		TYPE N WALL MOUNTED FIXTURE	0.0000	0.00	0.9000	0.90
TITLE	1		M	1/2	FLEX-STL CONDUIT WHIP	0.0000	0.00	0.0000	0.00
50001	50	FT	M	1/2	FLEXIBLE STEEL CONDUIT	0.5298	26.49	0.0400	2.00
50023	1	EA	M	1/2	FLEX COND ANGLE CONN	2.6859	2.69	0.1440	0.14
50034	1	EA	M	1/2	FLEX COND STRAIGHT CONN	0.6737	0.67	0.1200	0.12
40207	2	EA	M	1/2	GRD BUSHING INSULATED	4.9886	9.98	0.2500	0.50
70033	150	FT	M	12	THHN/THWN CU (STR)	0.1391	20.86	0.0060	0.90
Phase Totals:							75.30		5.56
Job Totals:							150.60		12.56

Matt Gobuty

From: Brandon Vidal
Sent: Wednesday, February 14, 2018 7:03 AM
To: Matt Gobuty
Subject: Fw: Exterior Lighting
Attachments: Document2.pdf

Now that the building is wrapped, they want to add wallpacks

Brandon Vidal
805-833-3266

From: Alex Rivera <ARivera@bernards.com>
Sent: Tuesday, February 13, 2018 5:00 PM
To: Brandon Vidal
Cc: Steve Johnson
Subject: Exterior Lighting

Brandon,

We talked to Tom about the exterior lighting again... It sounds like we'll be getting direction soon to proceed with installing lights at all the locations Taft had suggested in the RFI. Can you please look at this tomorrow and see what it would take to get the 3 remaining lights roughed in on the classroom building (see elevations for clarification)? Also, can you have Matt provide a price for changing the (4) L3 fixtures that are going on the west side of the admin building to wall packs, like we discussed before. I'll be gone tomorrow for a company meeting, but please touch base with Steve tomorrow about the 3 fixtures on the classroom building. We'll catch up again on Thursday when I get back.

Thanks,

Alex Rivera
Field Engineer
Elm Elementary School



An Employee Owned Company

450 East Elm Street | Oxnard, CA 93033
C 805.216.7711
arivera@bernards.com | www.bernards.com

Matt Gobuty

From: Carrillo, Andrea <Andrea.Carrillo@graybar.com>
Sent: Monday, January 08, 2018 2:53 PM
To: Matt Gobuty
Subject: RE: 2251 Add (10) N2B Fixtures

Matt,

N2B) DSXW1 LED 10C 700 40K T2M MVOLT DMG DNAXD

\$282.60 per each

Thank you,

Andrea Carrillo | Project Specialist - Van Nuys Office - Direct line (747) 233-6001
| Fax (818) 782-4014 | ***Hours 7am-4pm*** andrea.carrillo@graybar.com
www.graybar.com - Works to Your Advantage



From: Matt Gobuty [mailto:mgobuty@taftelectric.com]
Sent: Friday, January 05, 2018 2:56 PM
To: Carrillo, Andrea
Subject: 2251 Add (10) N2B Fixtures

Hi Andrea,
Please provide a quote to add (10) N2B Fixtures
Thanks

Matt Gobuty

Project Manager
Taft Electric Company
(805) 654-7994
mgobuty@taftelectric.com

An Employee Owned Company



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2018 Rates

TAFT ELECTRIC CHANGE REQUEST PROPOSAL LABOR RATE CALCULATIONS

PROJECT: Elm School Reconstruction JOB# 2551 TEC CR#: 0
 CUST RFP#: 0

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$84.36
JOURNEYMAN	2.00	\$78.88
APPRENTICE	1.00	\$71.62
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$78.44

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$74.93
FOREMAN	0.00	\$69.80
JOURNEYMAN	0.00	\$64.65
APPRENTICE	0.00	\$53.56
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 9/25/2005

TAFT ELECTRIC CO.
Labor Rate
Jan 1 thru July 30 2018

VENTURA COUNTY
LOCAL 952

		JOURNYMAN			FOREMAN			GEN. FOREMAN		
		St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
Direct Cost p/ hour		\$74.77	\$106.81	\$138.84	\$80.25	\$114.96	\$149.67	\$85.72	\$123.12	\$160.51
Small Tools	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Safety	2.5%	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87
Clean Up	3.0%	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24
Totals		\$78.88	\$110.92	\$142.95	\$84.36	\$119.07	\$153.78	\$89.83	\$127.23	\$164.62
Mark Up	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$78.88	\$110.92	\$142.95	\$84.36	\$119.07	\$153.78	\$89.83	\$127.23	\$164.62

TAFT ELECTRIC COMPANY
 Labor Rate
 Jan 1 thru July 30 2018

VENTURA COUNTY
 LOCAL 952
 APPRENTICES

	JRYM	40%	45%	50%	60%	70%	85%			
Direct Cost	\$74.77	\$29.01	\$31.49	\$51.11	\$56.07	\$61.03	\$67.51	\$0.00	\$0.00	\$0.00
Small Tools (3%)	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Safety (2.5%)	3%	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87		
Clean Up (3%)	3%	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24		
Sub Total	\$78.88	\$33.12	\$35.60	\$55.22	\$60.18	\$65.14	\$71.62	\$0.00	\$0.00	\$0.00
Mark Up	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$78.88	\$33.12	\$35.60	\$55.22	\$60.18	\$65.14	\$71.62	\$0.00	\$0.00	\$0.00

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
 Period of January 1, 2018 to July 29, 2018

**VENTURA COUNTY
 LOCAL 952**

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 38.23	\$ 57.35	\$ 76.46	\$ 42.55	\$ 63.82	\$ 85.10	\$ 46.87	\$ 70.30	\$ 93.74
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.38	0.57	0.76	0.43	0.64	0.85	0.47	0.70	0.94
NAT. PENSION (3%)	1.15	1.72	2.29	1.28	1.91	2.55	1.41	2.11	2.81
UNION BURDEN	\$ 27.85	\$ 36.93	\$ 46.02	\$ 28.02	\$ 37.19	\$ 46.36	\$ 28.19	\$ 37.45	\$ 46.71
F.I.C.A. (7.65%)	\$ 2.92	\$ 4.39	\$ 5.85	\$ 3.26	\$ 4.88	\$ 6.51	\$ 3.59	\$ 5.38	\$ 7.17
F.U.I. (0.8%)	0.31	0.46	0.61	0.34	0.51	0.68	0.37	0.56	0.75
S.U.I. (6.2%)	2.37	3.56	4.74	2.64	3.96	5.28	2.91	4.36	5.81
TAX BURDEN	\$ 5.60	\$ 8.40	\$ 11.20	\$ 6.23	\$ 9.35	\$ 12.47	\$ 6.87	\$ 10.30	\$ 13.73
LIABILITY INSURANCE 5.4%	\$ 2.06	\$ 3.10	\$ 4.13	\$ 2.30	\$ 3.45	\$ 4.60	\$ 2.53	\$ 3.80	\$ 5.06
WORKMAN'S COMP	1.03	1.03	1.03	1.15	1.15	1.15	1.26	1.26	1.26
INSURANCE BURDEN	\$ 3.09	\$ 4.13	\$ 5.16	\$ 3.44	\$ 4.59	\$ 5.74	\$ 3.79	\$ 5.06	\$ 6.32
DIRECT COST PER HOUR	\$ 74.77	\$ 106.81	\$ 138.84	\$ 80.25	\$ 114.96	\$ 149.67	\$ 85.72	\$ 123.12	\$ 160.51
DIRECT COST PER DAY	\$ 598.19		\$ 64.06	\$ 641.99		\$ 69.42	\$ 685.80		\$ 74.78
DIRECT COST PER WEEK	\$ 2,990.95			\$ 3,209.97			\$ 3,428.98		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

Traffic Signal Technician

TAFT ELECTRIC CO.
LABOR BURDEN REPORT

Period of January 1, 2018 to July 29, 2018

VENTURA COUNTY
LOCAL 952

	St. Time	T.S Technician		Overscale T.S Technician		
		1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 28.67	\$ 43.01	\$ 57.35	\$ 38.23	\$ 57.35	\$ 76.46
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.25	0.25	0.25
N.E.I.F. (1%)	0.29	0.43	0.57	0.38	0.57	0.76
NAT. PENSION (3%)	<u>0.86</u>	<u>1.29</u>	<u>1.72</u>	<u>1.15</u>	<u>1.72</u>	<u>2.29</u>
UNION BURDEN	\$ 27.47	\$ 36.36	\$ 45.25	\$ 27.60	\$ 36.68	\$ 45.77
F.I.C.A. (7.65%)	\$ 2.19	\$ 3.29	\$ 4.39	\$ 2.92	\$ 4.39	\$ 5.85
F.U.I. (.8%)	0.23	0.34	0.46	0.31	0.46	0.61
S.U.I. (6.2%)	<u>1.78</u>	<u>2.67</u>	<u>3.56</u>	<u>2.37</u>	<u>3.56</u>	<u>4.74</u>
TAX BURDEN	\$ 4.20	\$ 6.30	\$ 8.40	\$ 5.60	\$ 8.40	\$ 11.20
LIABILITY INSURANCE	5.4% \$ 1.55	\$ 2.32	\$ 3.10	\$ 2.06	\$ 3.10	\$ 4.13
WORKMAN'S COMP	4.79% <u>1.37</u>	<u>1.37</u>	<u>1.37</u>	<u>1.14</u>	<u>1.14</u>	<u>1.14</u>
INSURANCE BURDEN	\$ 2.92	\$ 3.69	\$ 4.47	\$ 3.20	\$ 4.23	\$ 5.26
DIRECT COST PER HOUR	\$ 63.26	\$ 89.36	\$ 115.47	\$ 74.63	\$ 106.66	\$ 138.69
DIRECT COST PER DAY	\$ 506.08			\$ 597.04		
DIRECT COST PER WEEK	\$ 2,530.41			\$ 2,985.19		

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%

WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

CONDUIT CONSTRUCTION WORKER'S COMP RATES: 4.785%

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
 Period of January 1, 2018 to July 29, 2018

VENTURA COUNTY
 LOCAL 952

APPRENTICES - Indentured after 10/01/2012

	40%		45%		50%		60%		70%		85%	
WAGES	\$ 15.29	\$ 22.94	\$ 17.20	\$ 25.81	\$ 19.12	\$ 28.67	\$ 22.94	\$ 34.41	\$ 26.76	\$ 40.14	\$ 32.50	\$ 48.74
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	-	-	-	-	16.64	24.96	16.64	24.96	16.64	24.96	16.64	24.96
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	-	-	-	-	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
NAT. PENSION (3%)	0.46	0.69	0.52	0.77	0.57	0.86	0.69	1.03	0.80	1.20	0.97	1.46
N.E.I.F. (1%)	<u>0.15</u>	<u>0.23</u>	<u>0.17</u>	<u>0.26</u>	<u>0.19</u>	<u>0.29</u>	<u>0.23</u>	<u>0.34</u>	<u>0.27</u>	<u>0.40</u>	<u>0.32</u>	<u>0.49</u>
UNION BURDEN	\$ 9.79	\$ 10.10	\$ 9.87	\$ 10.21	\$ 27.08	\$ 35.79	\$ 27.24	\$ 36.02	\$ 27.39	\$ 36.25	\$ 27.62	\$ 36.59
F.I.C.A. (7.65%)	\$ 1.17	\$ 1.75	\$ 1.32	\$ 1.97	\$ 1.46	\$ 2.19	\$ 1.75	\$ 2.63	\$ 2.05	\$ 3.07	\$ 2.49	\$ 3.73
F.U.I. (.8%)	0.12	0.18	0.14	0.21	0.15	0.23	0.18	0.28	0.21	0.32	0.26	0.39
S.U.I. (6.2%)	<u>0.95</u>	<u>1.42</u>	<u>1.07</u>	<u>1.60</u>	<u>1.19</u>	<u>1.78</u>	<u>1.42</u>	<u>2.13</u>	<u>1.66</u>	<u>2.49</u>	<u>2.01</u>	<u>3.02</u>
TAX BURDEN	\$ 2.24	\$ 3.36	\$ 2.52	\$ 3.78	\$ 2.80	\$ 4.20	\$ 3.36	\$ 5.04	\$ 3.92	\$ 5.88	\$ 4.76	\$ 7.14
LIABILITY INSURANC 5.4%	\$ 0.83	\$ 1.24	\$ 0.93	\$ 1.39	\$ 1.03	\$ 1.55	\$ 1.24	\$ 1.86	\$ 1.45	\$ 2.17	\$ 1.75	\$ 2.63
WORKMAN'S COMP	<u>0.87</u>	<u>0.87</u>	<u>0.97</u>	<u>0.97</u>	<u>1.08</u>	<u>1.08</u>	<u>1.30</u>	<u>1.30</u>	<u>1.51</u>	<u>1.51</u>	<u>0.88</u>	<u>0.88</u>
INSURANCE BURDEN	\$ 1.69	\$ 2.10	\$ 1.90	\$ 2.37	\$ 2.11	\$ 2.63	\$ 2.54	\$ 3.16	\$ 2.96	\$ 3.68	\$ 2.63	\$ 3.51
DIRECT COST PER HOUR	\$ 29.01	\$ 38.50	\$ 31.49	\$ 42.16	\$ 40.67	\$ 51.11	\$ 56.07	\$ 78.62	\$ 61.03	\$ 85.95	\$ 67.51	\$ 95.98
	\$ 9.48		\$ 10.67		\$ 20.18		\$ 22.55		\$ 24.92		\$ 28.48	
DIRECT COST PER DAY	\$ 232.12	\$ 308.00	\$ 251.95	\$ 337.32	\$ 408.91	\$ 570.32	\$ 448.58		\$ 488.25		\$ 540.05	
DIRECT COST PER WEEK	\$ 1,160.60	\$ 1,539.99	\$ 1,259.77	\$ 1,686.59	\$ 2,044.55	\$ 2,851.59	\$ 2,242.90		\$ 2,441.25		\$ 2,700.23	

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%

WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
 Period of January 1, 2018 to July 29, 2018

Swing Shift Work
VENTURA COUNTY
LOCAL 952

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 44.84	\$ 67.26	\$ 89.68	\$ 49.91	\$ 74.87	\$ 99.82	\$ 54.98	\$ 82.47	\$ 109.96
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.45	0.67	0.90	0.50	0.75	1.00	0.55	0.82	1.10
NAT. PENSION (3%)	1.35	2.02	2.69	1.50	2.25	2.99	1.65	2.47	3.30
UNION BURDEN	\$ 28.11	\$ 37.33	\$ 46.55	\$ 28.32	\$ 37.63	\$ 46.95	\$ 28.52	\$ 37.94	\$ 47.36
F.I.C.A. (7.65%)	\$ 3.43	\$ 5.15	\$ 6.86	\$ 3.82	\$ 5.73	\$ 7.64	\$ 4.21	\$ 6.31	\$ 8.41
F.U.I. (0.8%)	0.36	0.54	0.72	0.40	0.60	0.80	0.44	0.66	0.88
S.U.I. (6.2%)	2.78	4.17	5.56	3.09	4.64	6.19	3.41	5.11	6.82
TAX BURDEN	\$ 6.57	\$ 9.85	\$ 13.14	\$ 7.31	\$ 10.97	\$ 14.62	\$ 8.05	\$ 12.08	\$ 16.11
LIABILITY INSURANCE 5.4%	\$ 2.42	\$ 3.63	\$ 4.84	\$ 2.70	\$ 4.04	\$ 5.39	\$ 2.97	\$ 4.45	\$ 5.94
WORKMAN'S COMP	1.21	1.21	1.21	1.34	1.34	1.34	1.48	1.48	1.48
INSURANCE BURDEN	\$ 3.63	\$ 4.84	\$ 6.05	\$ 4.04	\$ 5.39	\$ 6.73	\$ 4.45	\$ 5.93	\$ 7.42
DIRECT COST PER HOUR	\$ 83.15	\$ 119.28	\$ 155.42	\$ 89.58	\$ 128.85	\$ 168.13	\$ 96.00	\$ 138.42	\$ 180.85
DIRECT COST PER DAY	\$ 665.21			\$ 716.62			\$ 768.03		
DIRECT COST PER WEEK	\$ 3,326.06			\$ 3,583.10			\$ 3,840.13		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

appburdn

Swing Shift Work
VENTURA COUNTY
LOCAL 952

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
 Period of January 1, 2018 to July 29, 2018

APPRENTICES - Indentured after 10/01/2012

	40%	45%	50%	60%	70%	85%
WAGES	\$ 17.94	\$ 20.18	\$ 22.43	\$ 26.91	\$ 31.39	\$ 38.12
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	-	-	16.64	16.64	16.64	16.64
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	-	-	0.50	0.50	0.50	0.50
NAT. PENSION (3%)	0.54	0.61	0.67	0.81	0.94	1.14
N.E.I.F. (1%)	<u>0.18</u>	<u>0.20</u>	<u>0.22</u>	<u>0.27</u>	<u>0.31</u>	<u>0.38</u>
UNION BURDEN	\$ 9.90	\$ 9.99	\$ 27.22	\$ 27.40	\$ 27.58	\$ 27.84
F.I.C.A. (7.65%)	\$ 1.37	\$ 1.54	\$ 1.72	\$ 2.06	\$ 2.40	\$ 2.92
F.U.I. (.8%)	0.14	0.16	0.18	0.22	0.25	0.30
S.U.I. (6.2%)	<u>1.11</u>	<u>1.25</u>	<u>1.39</u>	<u>1.67</u>	<u>1.95</u>	<u>2.36</u>
TAX BURDEN	\$ 2.63	\$ 2.96	\$ 3.29	\$ 3.94	\$ 4.60	\$ 5.58
LIABILITY INSURANC 5.4%	\$ 0.97	\$ 1.09	\$ 1.21	\$ 1.45	\$ 1.70	\$ 2.06
WORKMAN'S COMP	<u>1.02</u>	<u>1.14</u>	<u>1.27</u>	<u>1.52</u>	<u>1.78</u>	<u>1.03</u>
INSURANCE BURDEN	\$ 1.98	\$ 2.23	\$ 2.48	\$ 2.98	\$ 3.47	\$ 3.09
DIRECT COST PER HOUR	\$ 32.45	\$ 35.36	\$ 55.41	\$ 61.22	\$ 67.04	\$ 74.63
DIRECT COST PER DAY	\$ 259.60	\$ 282.84	\$ 443.31	\$ 489.80	\$ 536.28	\$ 597.08
DIRECT COST PER WEEK	\$ 1,297.98	\$ 1,414.20	\$ 2,216.54	\$ 2,448.98	\$ 2,681.41	\$ 2,985.38

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%

WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

5.658%
 2.693%

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
 Period of January 1, 2018 to July 29, 2018

Grave Shift Work
VENTURA COUNTY
LOCAL 952

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 50.23	\$ 75.35	\$ 100.46	\$ 55.91	\$ 83.87	\$ 111.82	\$ 61.59	\$ 92.39	\$ 123.18
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.50	0.75	1.00	0.56	0.84	1.12	0.62	0.92	1.23
NAT. PENSION (3%)	1.51	2.26	3.01	1.68	2.52	3.35	1.85	2.77	3.70
UNION BURDEN	\$ 28.33	\$ 37.65	\$ 46.98	\$ 28.56	\$ 37.99	\$ 47.43	\$ 28.78	\$ 38.34	\$ 47.89
F.I.C.A. (7.65%)	\$ 3.84	\$ 5.76	\$ 7.69	\$ 4.28	\$ 6.42	\$ 8.55	\$ 4.71	\$ 7.07	\$ 9.42
F.U.I. (0.8%)	0.40	0.60	0.80	0.45	0.67	0.89	0.49	0.74	0.99
S.U.I. (6.2%)	3.11	4.67	6.23	3.47	5.20	6.93	3.82	5.73	7.64
TAX BURDEN	\$ 7.36	\$ 11.04	\$ 14.72	\$ 8.19	\$ 12.29	\$ 16.38	\$ 9.02	\$ 13.53	\$ 18.05
LIABILITY INSURANCE 5.4%	\$ 2.71	\$ 4.07	\$ 5.42	\$ 3.02	\$ 4.53	\$ 6.04	\$ 3.33	\$ 4.99	\$ 6.65
WORKMAN'S COMP	1.35	1.35	1.35	1.51	1.51	1.51	1.66	1.66	1.66
INSURANCE BURDEN	\$ 4.07	\$ 5.42	\$ 6.78	\$ 4.52	\$ 6.03	\$ 7.54	\$ 4.98	\$ 6.65	\$ 8.31
DIRECT COST PER HOUR	\$ 89.98	\$ 129.46	\$ 168.93	\$ 97.18	\$ 140.18	\$ 183.18	\$ 104.38	\$ 150.90	\$ 197.42
DIRECT COST PER DAY	\$ 719.86			\$ 777.46			\$ 835.05		
DIRECT COST PER WEEK	\$ 3,599.32			\$ 3,887.28			\$ 4,175.24		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%



Los Angeles County Chapter
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 100 E. Corson Street, Suite 410
 Pasadena, CA 91103
 626.792.6322
 www.laneca.org

IMPORTANT: Labor Relations Bulletin

IBEW Local 952 (Ventura County) Inside Wiremen's Agreement

Rates effective January 1, 2018 through July 29, 2018

The **\$0.95** increase effective 1/1/18 will be allocated as follows: **\$0.51** to wages and **\$0.39** to health. Additionally, there will be a **\$0.05** increase to LMCC. Accordingly, the wages and fringe benefits will be:

	Employer Contributions								Employee Deductions			
	Wage (Zone A) ^(a)	NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 46.87	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 42.55	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman	\$ 38.23	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 42.05	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 28.67	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
									See			
Apprentices: Period 1, 1st Year, 40%	\$ 15.29	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	---
Period 2, 1st Year, 45%	\$ 17.20	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	---
Period 3, 2nd Year, 50%	\$ 19.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 22.94	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 26.76	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 5th Year, 85%	\$ 32.50	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

- (a) For Zone B wages, add \$5.00 to all wage rates. See Section 3.16(b) and (c) of the Agreement for Zone definitions.
- (b) NEBF contribution is an amount equal to 3% of the gross wage.
- (c) First year apprentices and unindentured apprentices are excluded from Local Pension and LMCC. For OT and DT work, pension contribution is made at the appropriate rate (i.e., 1.5x or 2x, respectively).
- (d) NEIF contribution is an amount equal to 1% of gross wage and is paid by NECA members only. AMF contribution is an amount equal to 0.5% of gross wage and is paid by non-NECA contractors only.
- (e) Voluntary authorization required. Employee option of \$0.00 deduction, or a \$0.05 deduction for COPE and/or a \$0.05 deduction for the Charity League.
- (f) Applies to 70% apprentices and above.
- (g) Employee may opt to make a voluntary employee deduction of 0%, 3%, 6%, 9% or 15%. 35%, 40% and 45% apprentices are excluded from the 401(k) plan.
- (h) Voluntary written authorization required in advance, and is usually provided at time of dispatch. Amount is subject to change as determined by LU 952.

Future increases:

Effective Date	Amount to be allocated	Amount to LMCC
7/30/2018	+ \$0.85	---
12/31/2018	+ \$0.95	---
7/29/2019	+ \$0.90	---
12/30/2019	+ \$0.95	+ \$0.05
7/27/2020	+ \$0.90	---
9/30/2020	Contract expiration date	

Shift rates:

Swing Shift	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 54.98	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 49.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (swing shift)	\$ 44.84	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 49.32	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 33.63	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 17.94	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See footnote (e)	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 20.18	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 22.43	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 26.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 31.39	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 5th Year, 85%	\$ 38.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

Graveyard Shift	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 61.59	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 55.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (graveyard shift)	\$ 50.23	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 55.25	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 37.67	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 20.09	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See footnote (e)	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 22.60	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 25.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 30.14	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 35.16	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 5th Year, 85%	\$ 42.71	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

See Page 1 for all footnotes

Information regarding shifts:

1. Working a day shift only is not considered a "shift" under the terms of the agreement.
2. The day shift is the first shift, the swing shift is the second shift and the graveyard shift is the third shift. Thus, the regular work week begins Monday morning with the first shift and ends Saturday morning with the third shift. The graveyard shift for Friday ends on Saturday morning, therefore Saturday's overtime rate does not apply. This is also true for shifts that end on Sundays and holidays.
3. One (1) employee constitutes the establishment of a "shift."
4. Where shifts are worked overtime, after the regular shift the applicable overtime rate (1½ times up to 12 hours worked) shall apply in the addition to the designated shift differential pay. However, the shift differential is not paid on overtime days -- which includes Saturdays, Sundays, holidays and overtime days on approved four ten-hour day workweeks. Double the straight time rate of pay is the maximum amount paid for any work.
5. Shifts must be a minimum of five (5) days duration, which may include Saturday, Sunday and holidays. (This requirement applies to the scheduling and performance of work, not the uninterrupted presence of a particular individual or individuals on the job.)
6. Either the swing or graveyard shifts may be worked alone without the requirement of a day shift.
7. While the shift must last for a minimum of five days duration, it is not necessary for each employee to work the five days in order to fall under the shift work provisions of the agreement.
8. Per Section 3.12 of the agreement, the shift rate of pay is determined by the start time of the shift (see chart below).

First Shift (Day Shift): Start time between 6:00 AM and 10:00 AM (Straight Time Rate)
Second Shift (Swing): Start time between 10:01 AM and 8:00 PM (Straight Time Rate +17.3%)
Third Shift (Graveyard): Start time between 8:01 PM and 5:59 AM (Straight Time Rate +31.4%)



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IMPORTANT: Labor Relations Bulletin

IBEW Local 952 (Ventura County) Intelligent Transportation Systems Agreement

Rates effective January 1, 2018 through July 29, 2018

The **\$0.95** increase effective 1/1/18 will be allocated as follows: **\$0.51** to wages and **\$0.39** to health. Additionally, there will be a **\$0.05** increase to LMCC. Accordingly, the wages and fringe benefits will be:

	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 46.87	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 42.55	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman	\$ 38.23	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 28.67	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	See	\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 15.29	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	---
Period 2, 1st Year, 45%	\$ 17.20	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	---
Period 3, 2nd Year, 50%	\$ 19.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 22.94	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 26.76	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 4th Year, 85%	\$ 32.50	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

- (a) For Zone B wages, add \$5.00 to all wage rates. See Section 3.16(b) and (c) of the Agreement for Zone definitions.
- (b) NEBF contribution is an amount equal to 3% of the gross wage.
- (c) First year apprentices and unindentured apprentices are excluded from Local Pension and LMCC. For OT and DT work, pension contribution is made at the appropriate rate (i.e., 1.5x or 2x, respectively).
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- (e) Voluntary authorization required. Employee option of \$0.00 deduction, or a \$0.05 deduction for COPE and/or a \$0.05 deduction for the Charity League.
- (f) Applies to 70% apprentices and above.
- (g) Employee may opt to make a voluntary employee deduction of 0%, 3%, 6%, 9% or 15%. 35%, 40% and 45% apprentices are excluded from the 401(k) plan.
- (h) Voluntary written authorization required in advance, and is usually provided at time of dispatch. Amount is subject to change as determined by LU 952.

Future increases:

Effective Date	Amount to be allocated	Amount to LMCC
7/30/2018	+ \$0.85	---
12/31/2018	+ \$0.95	---
7/29/2019	+ \$0.90	---
12/30/2019	+ \$0.95	+ \$0.05
7/27/2020	+ \$0.90	---
9/30/2020	Contract expiration date	

Shift rates:

Swing Shift	Wage (Zone A) ^(a)	Employer Contributions							COPE/Charity League ^(e)	Employee Deductions		
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)		Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 54.98	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 49.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (swing shift)	\$ 44.84	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 33.63	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 17.94	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 20.18	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 22.43	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	on first	\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 26.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	page.	\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 31.39	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 4th Year, 85%	\$ 38.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

Graveyard Shift	Wage (Zone A) ^(a)	Employer Contributions							COPE/Charity League ^(e)	Employee Deductions		
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)		Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 61.59	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
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Apprentices: Period 1, 1st Year, 40%	\$ 20.09	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 22.60	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 25.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	on first	\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 30.14	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	page.	\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 35.16	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 4th Year, 85%	\$ 42.71	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

See Page 1 for all footnotes

Information regarding shifts:

1. Working a day shift only is not considered a "shift" under the terms of the agreement.
2. The day shift is the first shift, the swing shift is the second shift and the graveyard shift is the third shift. Thus, the regular work week begins Monday morning with the first shift and ends Saturday morning with the third shift. The graveyard shift for Friday ends on Saturday morning, therefore Saturday's overtime rate does not apply. This is also true for shifts that end on Sundays and holidays.
3. One (1) employee constitutes the establishment of a "shift."
4. Where shifts are worked overtime, after the regular shift the applicable overtime rate (1½ times up to 12 hours worked) shall apply in the addition to the designated shift differential pay. However, the shift differential is not paid on overtime days -- which includes Saturdays, Sundays, holidays and overtime days on approved four ten-hour day workweeks. Double the straight time rate of pay is the maximum amount paid for any work.
5. Shifts must be a minimum of five (5) days duration, which may include Saturday, Sunday and holidays. (This requirement applies to the scheduling and performance of work, not the uninterrupted presence of a particular individual or individuals on the job.)
6. Either the swing or graveyard shifts may be worked alone without the requirement of a day shift.
7. While the shift must last for a minimum of five days duration, it is not necessary for each employee to work the five days in order to fall under the shift work provisions of the agreement.
8. Per Section 3.12 of the agreement, the shift rate of pay is determined by the start time of the shift (see chart below).

First Shift (Day Shift): Start time between 6:00 AM and 10:00 AM (Straight Time Rate)
Second Shift (Swing): Start time between 10:01 AM and 8:00 PM (Straight Time Rate +17.3%)
Third Shift (Graveyard): Start time between 8:01 PM and 5:59 AM (Straight Time Rate +31.4%)



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 305R1

Project: Elm Elementary School Reconstruction Project

Date: 03-19-18
Discipline: Lighting

Subject: Additional Exterior Lighting

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

We have identified areas on the campus where exterior lighting may be missing or insufficient See attached drawing We can add N2B wall mounted fixtures (or other, please specify) to these proposed locations at a ROM of \$975 per location including fixture and rough in to existing exterior lighting circuit or new circuit if required. Please advise.

ANSWER

Refer to the attached sketches for exterior light locations on all buildings.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
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: Matt Gobuty - Taft Electric Co - Author Number: 82
Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 305

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 01-15-18
Discipline: Lighting

Subject: Additional Exterior Lighting

Response Requested By: 01-22-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

We have identified areas on the campus where exterior lighting may be missing or insufficient. See attached drawing. We can add N2B wall mounted fixtures (or other, please specify) to these proposed locations at a ROM of \$975 per location including fixture and rough in to existing exterior lighting circuit or new circuit if required. Please advise.

ANSWER

Refer to the attached sketches for exterior light locations on all buildings.

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>3/19/18</u>
	Name	Company	Date

Question Initiated By: Matt Gobuty - Taft Electric Co - Author Number: 82

Submitted By: Alex Rivera - Bernards



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2251 - Elm School
450 E Elm St,
Oxnard, California 93033
Phone: 805-654-7994

Additional Exterior Lighting

TO:	Gina Sierra (Bernards)	FROM:	Matt Gobuty (Taft Electric Company) 1694 Eastman Avenue Ventura, California 93003
DATE INITIATED:	01/11/2018	STATUS:	Open
LOCATION:		DUE DATE:	01/16/2018
COST CODE:		REFERENCE:	
COST IMPACT:	TBD	SCHEDULE IMPACT:	TBD
DRAWING NUMBER:		SPEC SECTION:	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Matt Gobuty (Taft Electric Company) at 03:43 PM on 01/11/2018

We have identified areas on the campus where exterior lighting may be missing or insufficient. See attached drawing. We can add N2B wall mounted fixtures (or other, please specify) to these proposed locations at a ROM of \$975 per location including fixture and rough in to existing exterior lighting circuit or new circuit if required. Please advise.

Attachments:
[recommended exterior lighting.pdf](#)

Awaiting an Official Response

All Replies:

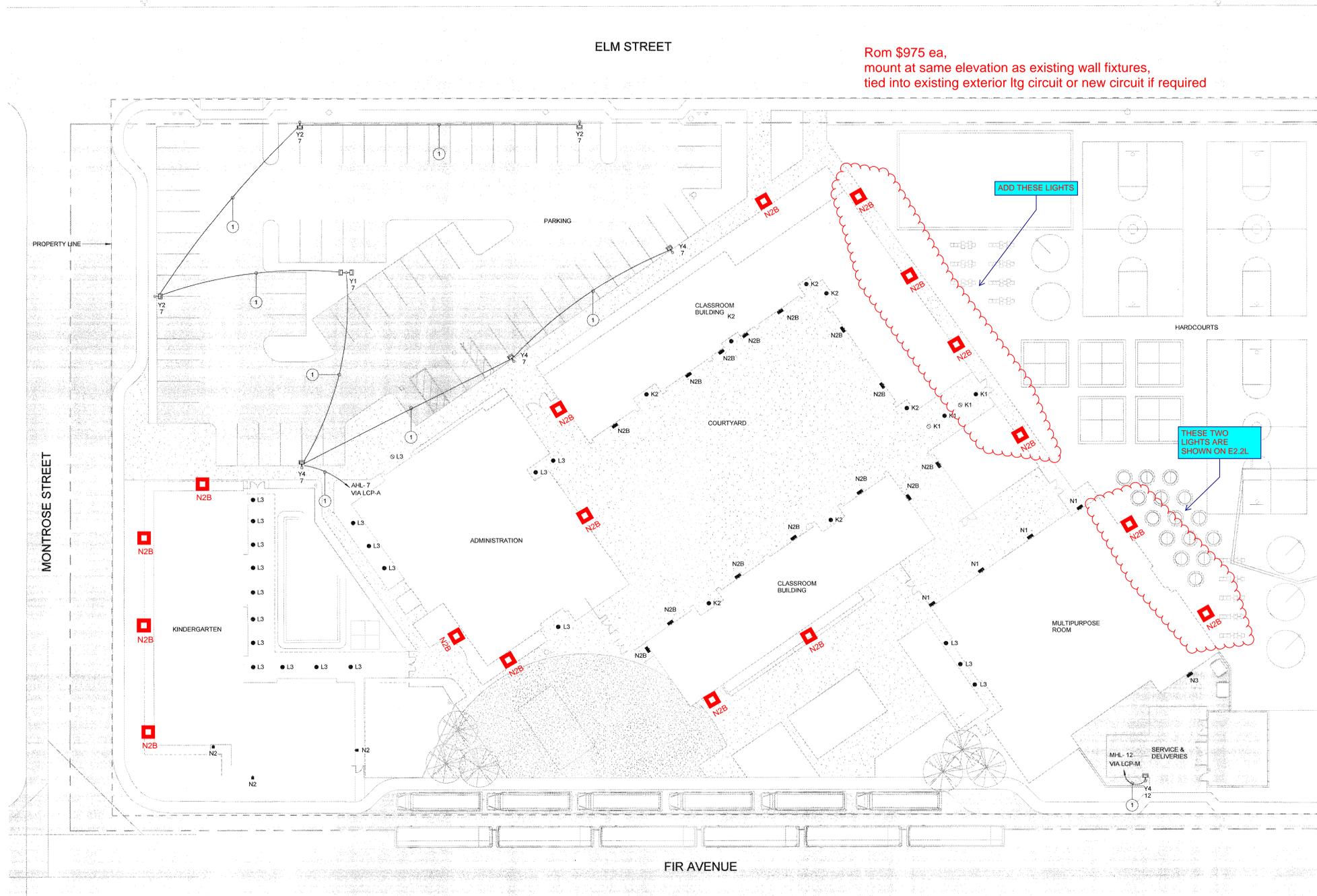
BY _____ DATE _____ COPIES TO _____

Response
to original
RFI #305

REFERENCE NOTE:

① 3/4" = 2' #10 + 1/2" GRD THIN/THWN, CU.

From \$975 ea,
mount at same elevation as existing wall fixtures,
tied into existing exterior lgt circuit or new circuit if required



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
8404 WILSHIRE BLVD, SUITE #910 LOS ANGELES, CA 90048
TEL: (323) 933-9262 FAX: (323) 933-9889

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DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
A# 03-116407
AC FLS SS
DATE AUG 01 2016

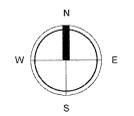
REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: Mar. 06, 2015
PROJECT NO: 1340159
SCALE: 1" = 20'-0"

SHEET NUMBER: **E-1.3**
SHEET TITLE:

SITE LIGHTING PLAN



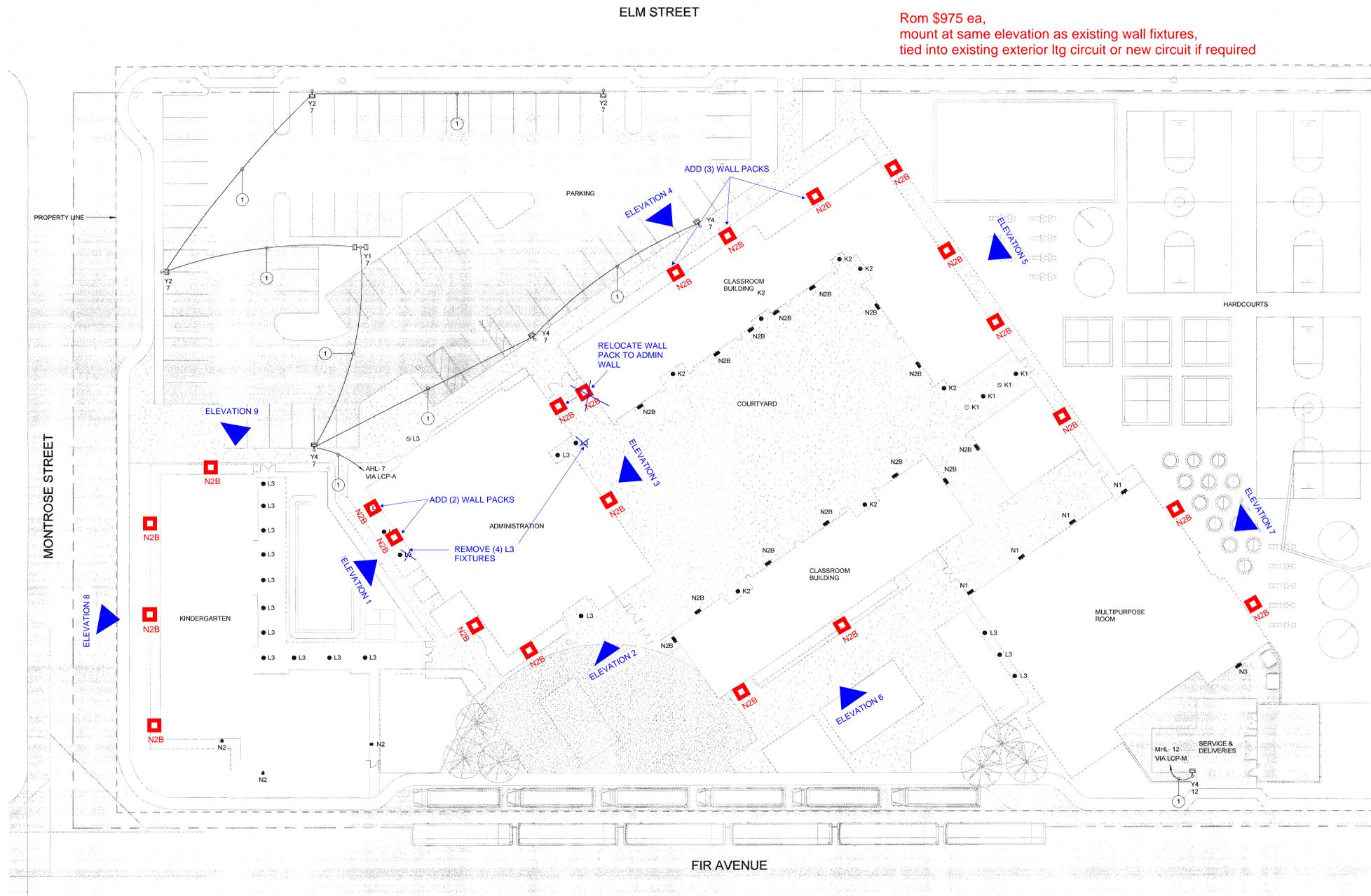
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Response
to RFI
#305R1

REFERENCE NOTE:

① 3/4" C. - 2 #10 + 1#12 GRD THHN/THWN, CU.

Rom \$975 ea,
mount at same elevation as existing wall fixtures,
tied into existing exterior ltg circuit or new circuit if required



OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



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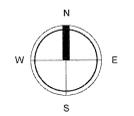
REVISIONS:

DESCRIPTION	DATE

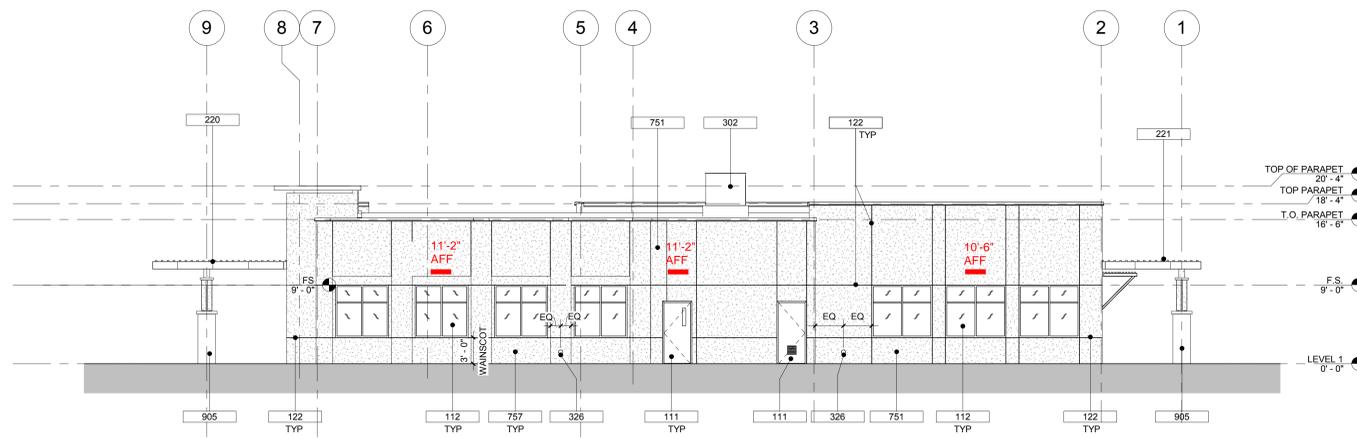
DATE ISSUED: Mar. 06, 2015
PROJECT NO: 1340159
SCALE: 1" = 20'-0"

SHEET NUMBER: **E-1.3**
SHEET TITLE:

SITE LIGHTING PLAN

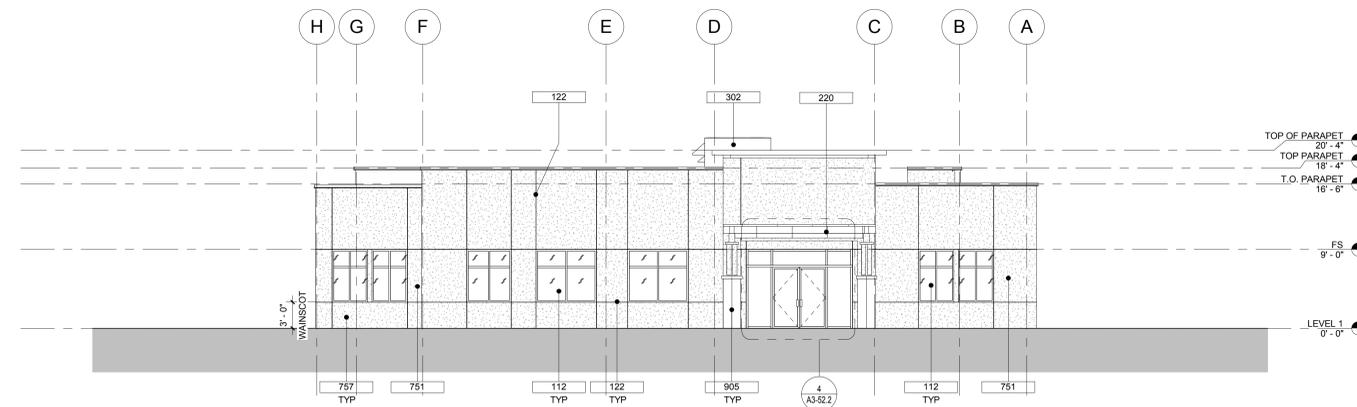


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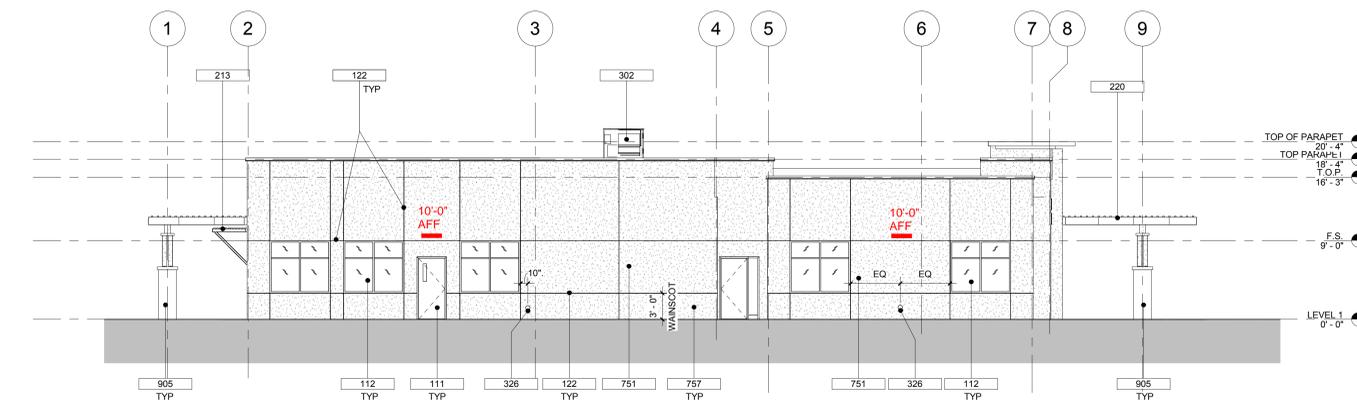


ELEVATION 1

NORTH ELEVATION 1/8" = 1'-0" 1

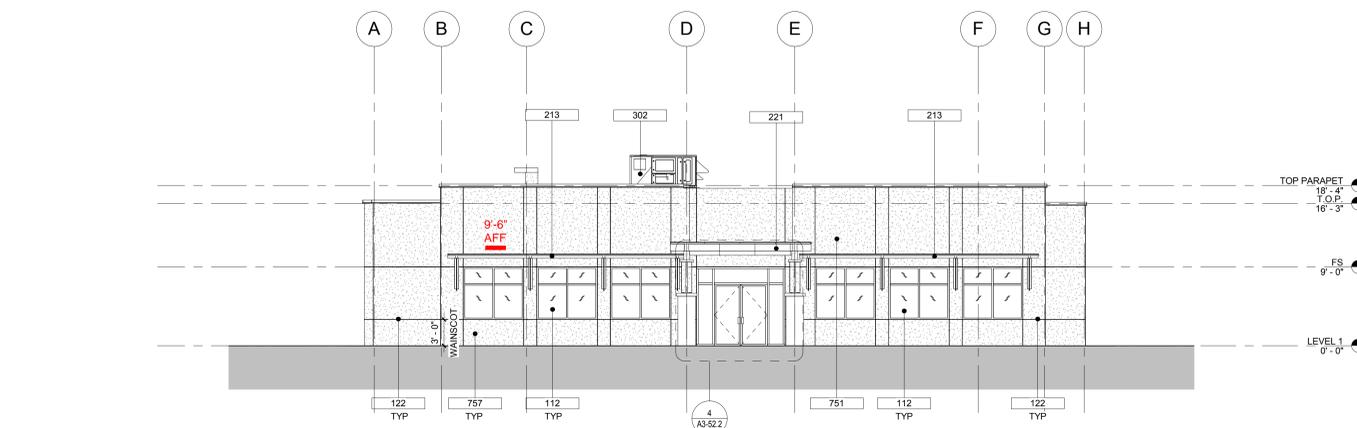


EAST ELEVATION 1/8" = 1'-0" 2



ELEVATION 3

SOUTH ELEVATION 1/8" = 1'-0" 3



ELEVATION 2

WEST ELEVATION 1/8" = 1'-0" 4

?	DESCRIPTION
111	DOOR PER OPENING SCHEDULE
112	GLAZING PER OPENING SCHEDULE
122	ONE-PIECE PLASTER CONTROL JOINT
213	SUN SHADE AT ADMIN BUILDING FRONT ENTRANCE PER DETAIL 1/A-64.6
220	TRELLIS AT ADMIN BUILDING FRONT ENTRANCE PER DETAIL 3/A-64.5
221	TRELLIS AT LIBRARY ENTRANCE PER DETAIL 4/A-64.5
302	MECHANICAL EQUIPMENT PER MECHANICAL DRAWINGS
326	DOWNSPOUT NOZZLE PER PLUMBING DRAWINGS
751	EXTERIOR PORTLAND CEMENT PLASTER OVER METAL LATH OVER WEATHER-RESISTIVE BARRIER (TEXTURED FINISH)
757	WAINSCOT SMOOTH TROWELED STUCCO
905	COLUMN AND BASE PER DETAIL 3 & 4/A-64.4

KEYNOTE LEGEND

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA 93033



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 A# 03-116407

AC _____ FLS _____ SS _____
 DATE _____

REVISIONS:	
DESCRIPTION	DATE

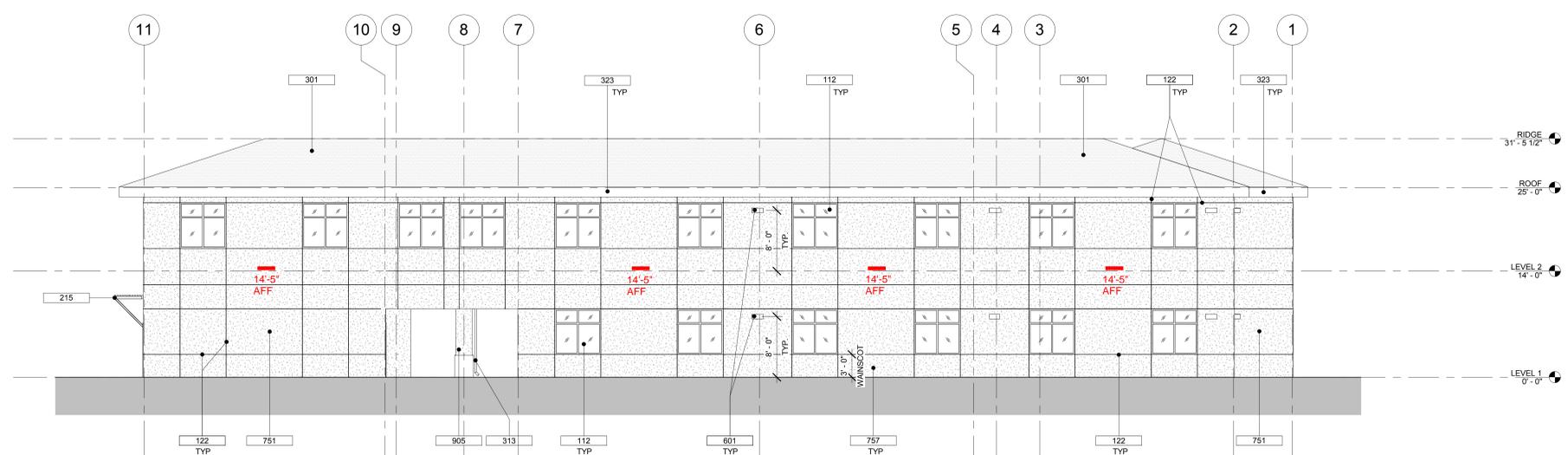
DATE ISSUED: 01/08/16
 PROJECT NO: 1340159-Bldg 3
 SCALE: As indicated

SHEET NUMBER: **A3-21.1**
 SHEET TITLE: _____

ADMIN - BLDG. 3
 - BUILDING
 ELEVATIONS

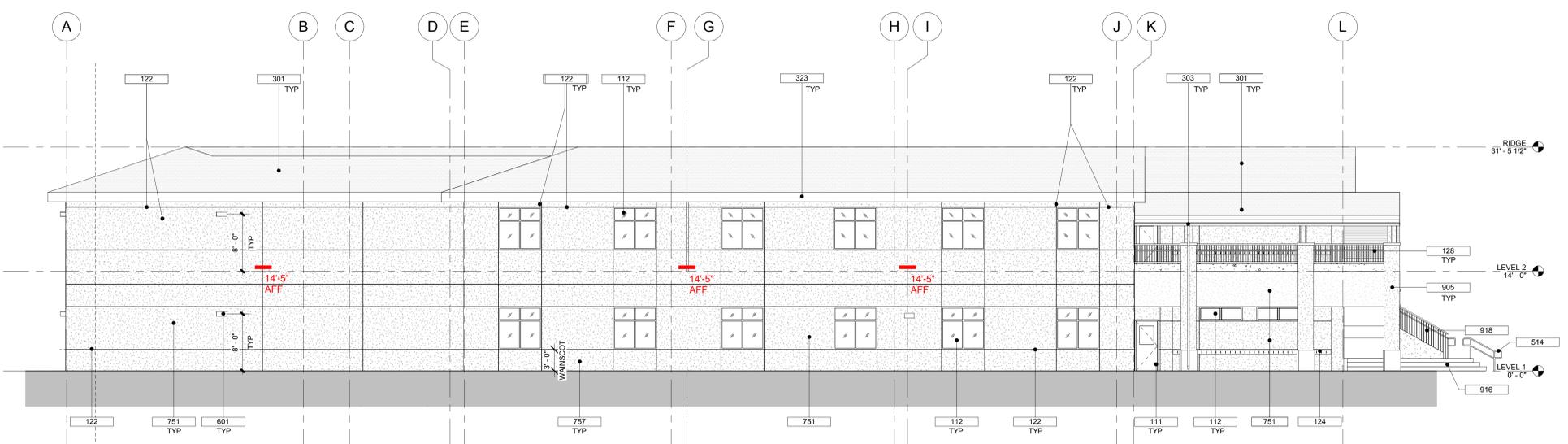


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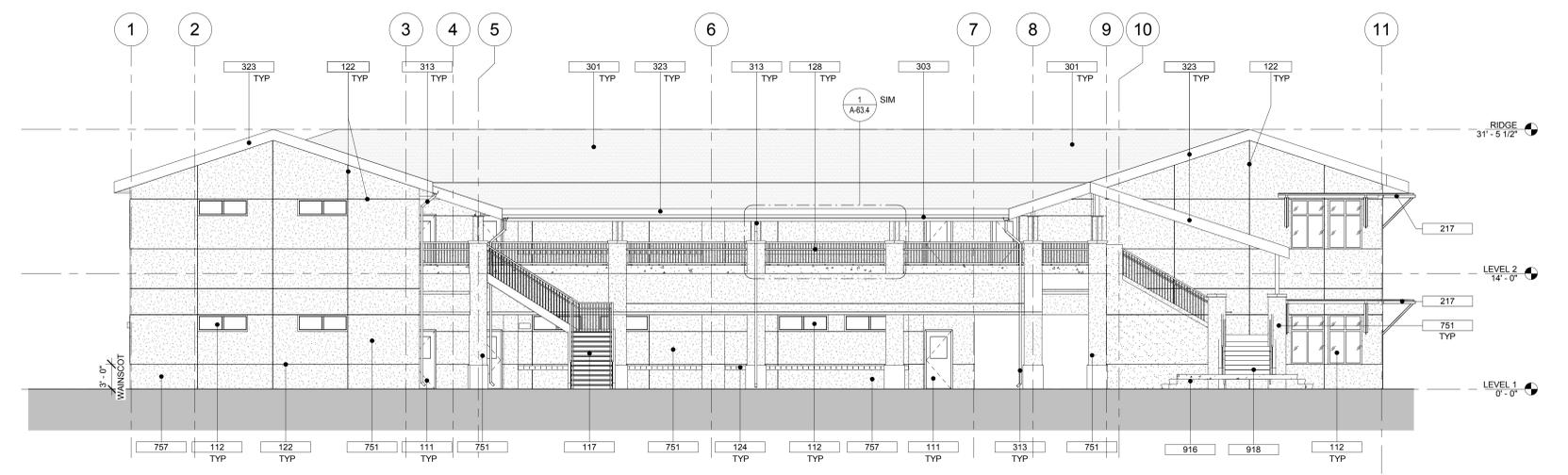
ELEVATION 5

NORTH ELEVATION 1/8" = 1'-0" **3**



ELEVATION 4

WEST ELEVATION 1/8" = 1'-0" **2**



SOUTH ELEVATION 1/8" = 1'-0" **1**

?	DESCRIPTION
111	DOOR PER OPENING SCHEDULE
112	GLAZING PER OPENING SCHEDULE
117	STAIRS PER SHEETS A1-45.1 AND A1-45.2, PRIME AND PAINTED, COLOR PER ARCH. DIRECTION
122	ONE-PIECE PLASTER CONTROL JOINT
124	COAT HOOK PER DETAIL 14A-64.4
128	GUARDRAIL PER DETAIL 12A-63.2
215	SUN SHADE AT CLASSROOM BUILDING PER DETAIL 3/A-64.6
217	SUN SHADE AT ENTRANCE OF CLASSROOM BUILDING PER DETAIL 5/A-64.6
301	ASPHALT TILE ROOFING, SEE SPECS
303	GUTTER AND DOWNSPOUT CONNECTION, SEE DETAIL 12/A-64.4 AND 13/A-64.4
313	DOWNSPOUT TERMINATING AT CONCRETE SPLASH BLOCK SPILLING TO GRADE
323	HARDIE BOARD FASCIA BOARD, PAINT PER ARCHITECTS DIRECTION
514	HANDRAILS PER SHEET A-63.2
601	LIGHT FIXTURE PER ELECTRICAL DRAWINGS
751	EXTERIOR PORTLAND CEMENT PLASTER OVER METAL LATH OVER WEATHER-RESISTIVE BARRIER (TEXTURED FINISH)
757	WAINSCOT SMOOTH TROWELED STUCCO
905	COLUMN AND BASE PER DETAIL 3 & 4/A-64.4
916	CONCRETE STEPS PER STRUCTURAL DRAWINGS
918	STAIRS PER STRUCTURAL DRAWINGS

KEYNOTE LEGEND

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



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DESCRIPTION	DATE

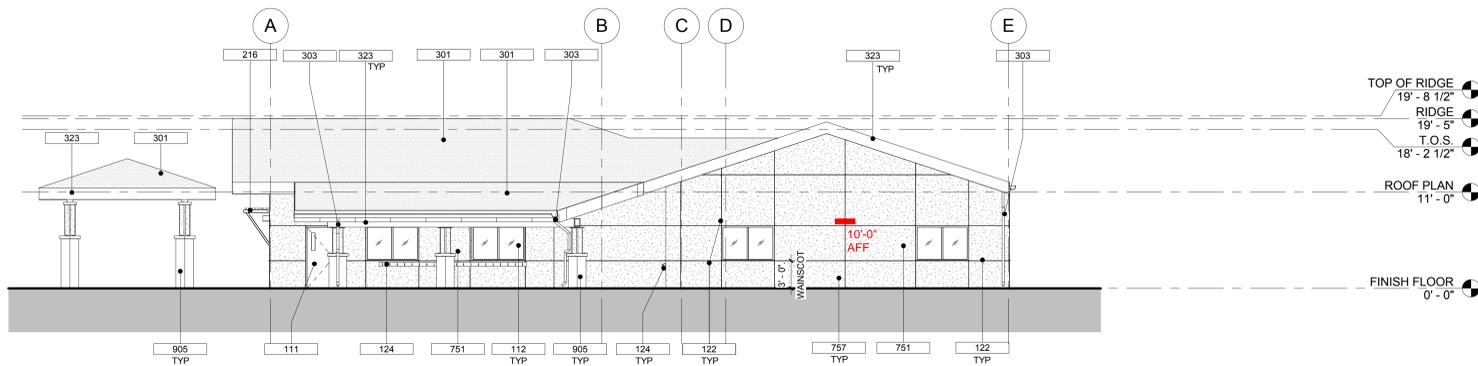
DATE ISSUED: APRIL, 8, 2016
PROJECT NO: 1340159-Bldg 1
SCALE: As indicated

SHEET NUMBER: A1-21.1
SHEET TITLE:

CLASSROOM - BLDG 1 - BUILDING ELEVATIONS



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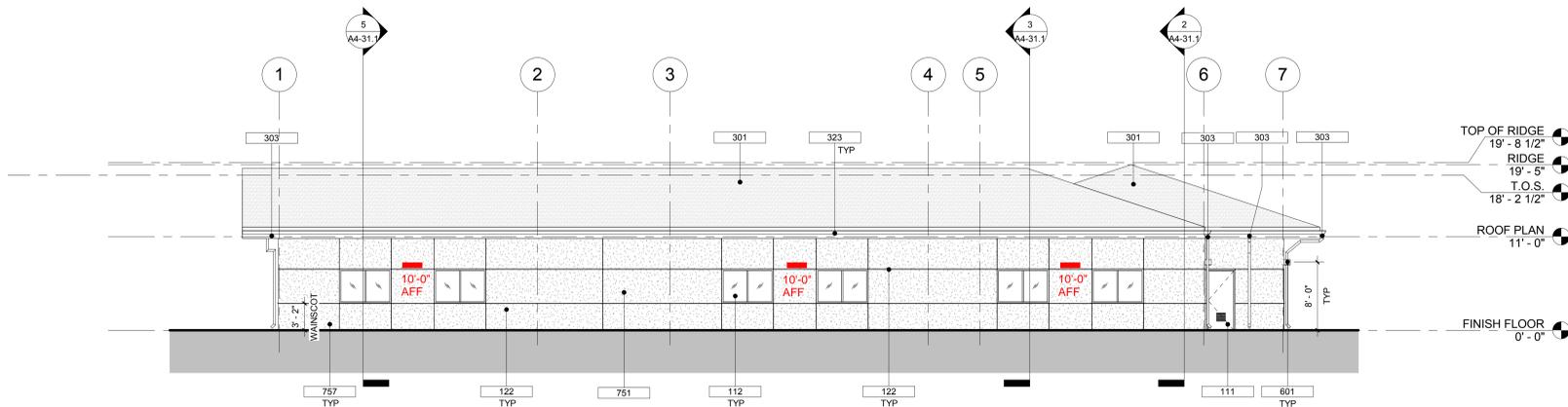


ELEVATION 9

KINDERGARTEN ELEVATION - NORTH

1/8" = 1'-0"

4

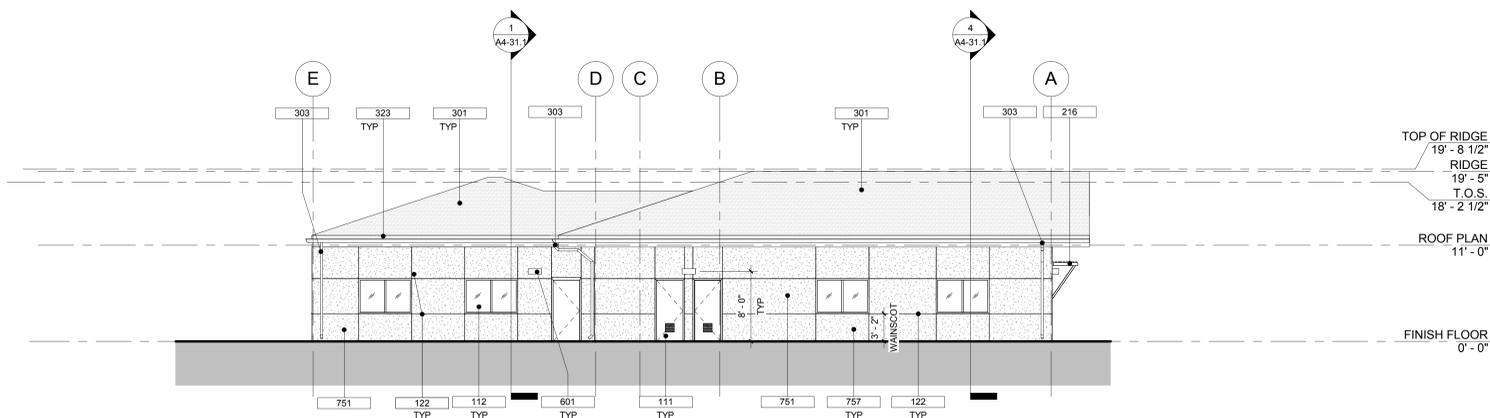


ELEVATION 8

KINDERGARTEN ELEVATION - WEST

1/8" = 1'-0"

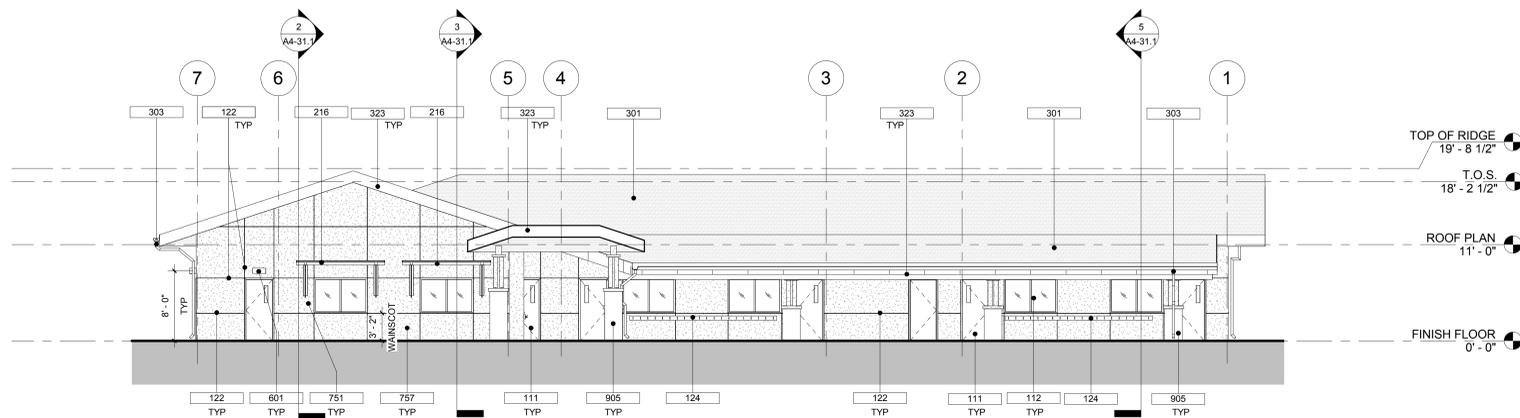
3



KINDERGARTEN ELEVATION - SOUTH

1/8" = 1'-0"

2



KINDERGARTEN ELEVATION - EAST

1/8" = 1'-0"

1

?	DESCRIPTION
111	DOOR PER OPENING SCHEDULE
112	GLAZING PER OPENING SCHEDULE
122	ONE-PIECE PLASTER CONTROL JOINT
124	COAT HOOK PER DETAIL 14A-64.4
216	SUN SHADE AT KINDERGARTEN BUILDING PER DETAIL 4/A-64.6
301	ASPHALT TILE ROOFING, SEE SPECS
303	GUTTER AND DOWNSPOUT CONNECTION, SEE DETAIL 12/A-64.4 AND 13/A-64.4
323	HARDIE BOARD FASCIA BOARD, PAINT PER ARCHITECTS DIRECTION
601	LIGHT FIXTURE PER ELECTRICAL DRAWINGS
751	EXTERIOR PORTLAND CEMENT PLASTER OVER METAL LATH OVER WEATHER-RESISTIVE BARRIER (TEXTURED FINISH)
757	WAINSCOT SMOOTH TROWELED STUCCO
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



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 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: **A4-21.1**
 SHEET TITLE:

**KINDERGARTEN
 - BLDG. 4 -
 BUILDING
 ELEVATIONS**



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CONTINGENCY ALLOCATION REQUEST

CAR No. 143 R0

Date: 8/27/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 207 Added Power For Drinking Fountains

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-2,246
	Subtotal:	-2,246

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add power to refrigerated drinking fountains in the MPR and Administration Building.	Taft Electric Co	2,246
Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: RFI 207		
	Subtotal:	2,246

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature



Signature

Printed Name & Title

Carl Magness Project Executive

Printed Name & Title

Date

8-20-18

Date



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2251 - Elm School
450 E Elm St,
Oxnard, California 93033
Phone: 805-654-7994

Change Order Request #016: Drinking Fountain Power - MPR & Admin

TO:	Bernards 555 1st St San Fernando, California, 91340	FROM:	Taft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	016 / 0	CONTRACT:	1 - Elm School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matt Gobuty (Taft Electric Company)
STATUS:	Pending - In Review	CREATED DATE:	1/25 /2018
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$2,246.00

POTENTIAL CHANGE ORDER TITLE: Drinking Fountain Power - MPR & Admin

CHANGE REASON: RFI Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

We are submitting the above cost for the additional work required to provide power to the refrigerated drinking fountains in MPR and Admin. Refer to RFIR 207.

This change proposal is based on the usual cost elements such as labor, materials and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays and or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Exclusions

Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hrs Monday-Friday between 7AM & 3:30PM

Any and all parts and labor not specifically listed above.

Any costs associated with the design, engineering (including wet stamps), or approval process.

Any access panels.

ATTACHMENTS:

Job ID: 2551 ELM SCHOOL COR
Project: 2551 Elm School COR



Takeoff

Vendor: TAFT

Labor Level: LABOR 1

24 Jan 2018 13:56:26

Region: DRINKING FTNS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				ADD (2) 20A CIRCUITS FOR ELECTRIC DRINKING FTNS				
50001	170	FT	M	1/2	FLEXIBLE STEEL CONDUIT	0.5298	90.07	0.0400	6.80
50023	4	EA	M	1/2	FLEX COND ANGLE CONN	2.6859	10.74	0.1440	0.58
50034	4	EA	M	1/2	FLEX COND STRAIGHT CONN	0.6737	2.69	0.1200	0.48
40207	4	EA	M	1/2	GRD BUSHING INSULATED	4.9886	19.95	0.2500	1.00
70029	570	FT	M	12	THHN/THWN CU (SOL)	0.1212	69.10	0.0060	3.42
100152	6	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.1600	0.96
500153	2	EA	M	1/2	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5000	1.00
62	10		M		OVERHEAD CONDUIT SUPPORT 1/2-1"	5.8940	58.94	0.1650	1.65
TITLE	2		M		DX	0.0000	0.00	0.0000	0.00
140016	2	EA	M	20A	DX RECEIPT SPECIFICATION GRADE	4.5254	9.05	0.3000	0.60
140540	2	EA	M	1-DUPLEX	1G STAINLESS STEEL PLATE	1.0900	2.18	0.1000	0.20
150041	2	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	3.9493	7.90	0.3000	0.60
160722	2	EA	M	16"	WALL BOX HANGER + BRACKET	3.5761	7.15	0.0360	0.07
150061	2	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	1.7326	3.47	0.1500	0.30
160573	12	EA	M	#10 x 1"	TEK SCREW	0.0196	0.24	0.0240	0.29
100080	2	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	1.50	0.0400	0.08
100095	1	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.04
100094	2	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.26	0.0325	0.07
100269	4	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.10
Phase Totals:							283.38		18.23
Job Totals:							283.38		18.23

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121

Web: www.taftelectric.com

ELKAY®

SPECIFICATIONS

EZH20® Bottle Filler Station with Filtered Bi-Level LZ Cooler Models Enhanced LZSTL8WSSP & LZSTL8WSLP LZSTLDDWSSP & LZSTLDDWSLP

RATED FOR INDOOR USE ONLY

PRODUCT SPECIFICATION

Unit shall include an electric water cooler with bottle filling station. Refrigerated Models shall deliver 8 GPH of 50°F of drinking water at 90°F ambient and 80°F inlet water. Non-Refrigerated Models shall deliver non-chilled drinking water. Lower units shall have pushbar activation. Bottle filling units shall include an electronic sensor for touchless activation with an automatic 20-second shut-off timer. LED light illuminating the water dispensing area, brightening as water is being dispensed. Shall include a Green Ticker™ displaying count of plastic bottles saved from waste. Bottle filler shall provide a 1.1 gpm flow rate with laminar flow to minimize splashing. Shall include the WaterSentry® Plus 3000-gallon capacity filter, certified to NSF/ANSI 42 & 53, with visual filter monitor to indicate when replacement is necessary. Unit shall automatically detect a new filter and reset visual filter monitor accordingly. Unit shall have the ability to turn off refrigeration system as needed, in addition to self diagnosing system issues and display related messages. Shall include integrated silver ion anti-microbial protection in key areas. Unit shall meet ADA guidelines. Unit shall be a lead-free design which is certified to NSF/ANSI 61 and 372 and meets Federal and State low-lead requirements. Unit shall be certified to UL399 and CAN/CSA 22.2 No. 120 & is FCC compliant.

STANDARD FEATURES

- Sanitary, touchless activation with auto 20-second shut-off (Bottle Filler)
- Easy-touch front and side pushbar controls (Cooler)
- Visual User Interface display includes:
 - Innovative Green Ticker™ counts bottles saved from waste
 - LED Visual Filter Monitor shows when replacement is necessary
- WaterSentry® Plus 3000-gallon capacity Filtration System, certified to NSF/ANSI 42 & 53 (Lead, Class 1 Particulate, Chlorine, Taste & Odor)
- Integrated Silver Ion Anti-microbial Protection in key areas
- Quick Fill Rate: 1.1 gpm (Refrigerated models); 1.5 gpm (Non-refrigerated models)
- Laminar Flow provides minimal splash
- Available with Flexi-Guard® Safety or Vandal-Resistant bubbler (Option at additional cost, includes "VR" code in model no.)
- Real Drain System eliminates standing water
- Cooler panel finishes: Light Gray Granite Vinyl Clad Steel or Stainless Steel
- Automatic filter status reset with each filter change
- Cooler is versatile, able to be mounted in a standard (hi-low) configuration or in a reverse (low-hi) configuration.

COOLING SYSTEM (Refrigerated Models only)

- Compressor: hermetically-sealed, reciprocating type, single phase. Sealed-in lifetime lubrication.
- Condenser: Fan cooled, copper tube with aluminum fins. Fan motor is permanently lubricated.
- Cooling Unit: Combination tube-tank type. Self-cleansing. Continuous copper tubing with stainless steel tank. Fully insulated with EPS foam which meets UL requirements for self-extinguishing material.
- Refrigerant Control: Refrigerant R134a is controlled by accurately calibrated capillary tube.
- Temperature Control: Electronic temperature control requires no adjustment
- Temperature Sensing Device: Fully solid-state temperature sensing has no moving parts.



Refrigerated Models

- LZSTL8WSLP
- LZSTL8WSSP
- LZSTL8WSVRLP
- LZSTL8WSVRSP

These units are replacing LZSTL8WSLK, LZSTL8WSSK, LZSTL8WSVRLK, and LZSTL8WSVRSK, respectively.

Non-Refrigerated Models

- LZSTLDDWSLP
- LZSTLDDWSSP

These units are replacing LZSTLDDWSLK, LZSTLDDWSSK, respectively.

CONSTRUCTION

- Stainless Steel basin with integral drain
- Galvanized structural steel cooler chassis provides structural integrity
- Stainless Steel bottle filler wrapper with ABS plastic alcove
- Cooler cabinet available as Light Gray Granite Vinyl Clad Steel or Stainless Steel (additional cost) construction
- Flexi-Guard® Safety Bubbler utilizes an infused anti-microbial pliable polyester elastomer to prevent accidental mouth injuries. Flexes on impact.
- Vandal-Resistant bubbler (option at additional cost) is one-piece, heavy-duty construction

Replacement Filters: Available as Singles and Multi-packs.

Order part numbers:

- 51300C (single)
- 51300C_3PK (three)
- 51300C_12PK (twelve)
- 51300C_24PK (twenty-four)
- 51300C_48PK (forty-eight)

Warranty: 5 year limited warranty on the unit's refrigeration system. Electrical components and water system are warranted for 12 months from date of installation or 18 months from factory shipment, whichever date falls first.

CAPACITIES CHART										
Model	Voltage / Hertz	Chilling** Capacity	F.L. Amps	Rated Watts	Approx. Ship Wt.	ADA Compliant	UL399 and CAN/CSA 22.2 No. 120 Certified	NSF/ANSI 61 and 372 Certified	NSF/ANSI 42 and 53 Certified (Filter only)	FCC Compliant
LZSTL8WS(VR)LP	115V / 60 Hz	8 GPH	4.2	370	98 lbs	•	•	•	•	•
LZSTL8WS(VR)SP	115V / 60 Hz	8 GPH	4.2	370	98 lbs	•	•	•	•	•
LZSTLDDWSLP	115V / 60 Hz	—	1.0	15	66 lbs.	•	•	•	•	•
LZSTLDDWSSP	115V / 60 Hz	—	1.0	15	66 lbs.	•	•	•	•	•

Color code of (L) Light Gray Granite or (S) Stainless Steel cooler panels. **Based on 80°F inlet water & 90°F ambient air temp for 50°F chilled drinking water.

This specification describes an ElKay product with design, quality and functional benefits to the user. When making a comparison of other producer's offerings, be certain these features are not overlooked.

In keeping with our policy of continuing product improvement, ElKay reserves the right to change specification without notice. Please visit elkay.com for the most current version.

2222 Camden Court
Oak Brook, IL 60523
630-572-3192
elkay.com

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SPEC00260 (03/2016)

Admin.

® Bottle Filler Station Filtered Bi-Level LZ Cooler Models Enhanced LZSTL8WSSP & LZSTL8WSP LZSTLDDWSSP & LZSTLDDWSP

ELKAY® ROUGH-IN DIMENSIONS

RATED FOR INDOOR USE ONLY

IMPORTANT! INSTALLER PLEASE NOTE:

These units are designed and built to provide water to the user which has not been altered by materials in the cooler waterway. The grounding of electrical equipment such as telephone, computers, etc. to water lines is a common procedure. This grounding may be in the building but may also occur away from the building. This grounding can cause electrical feedback into a water cooler creating an electrolysis which results in a metallic taste or an increase in the metal content of the water. This condition is avoidable by installing the cooler using the proper materials as shown.

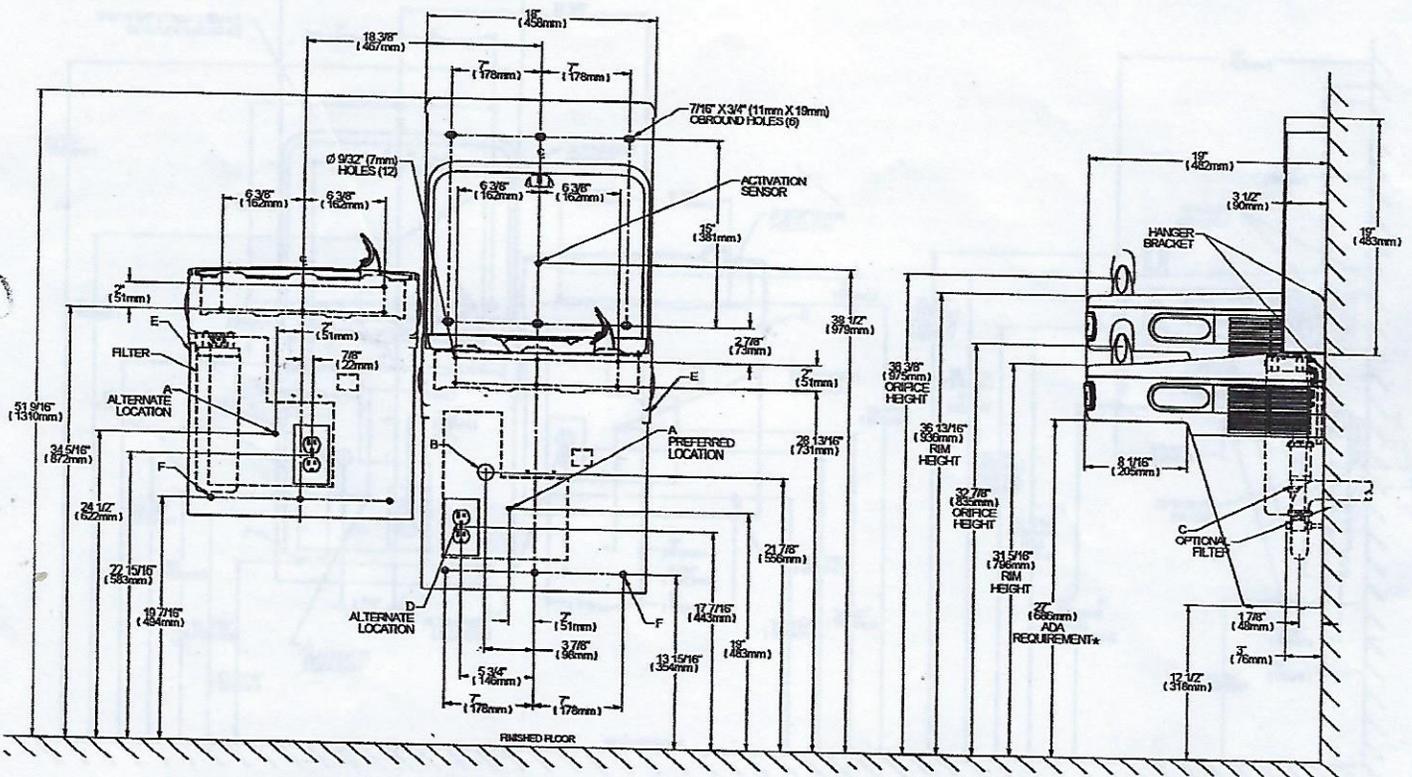
NOTICE

This water cooler must be connected to the water supply using a dielectric coupling. The cooler is furnished with a non-metallic strainer which meets this requirement. The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system.

Model Shown with Flexi-Guard Safety Bubbler

Bottle Filler unit will mount on bracket attached to wall by 6 holes (as shown). Water and electrical will connect through pre-punched hole in basin.

Standard Hi-Low Installation Instructions



REDUCE HEIGHT BY 3 INCHES FOR INSTALLATION OF CHILDRENS ADA COOLER

LEGEND:

- A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.
- B = Recommended Waste Outlet location. To accommodate 1-1/2" nominal drain. Drain stub 2" (51mm) out from wall.
- C = 1-1/2" Trap (not furnished).
- D = Electrical Supply (3) Wire Recessed Box Duplex Outlet.
- E = Insure proper ventilation by maintaining 6" (152mm) minimum clearance from cabinet louvers to wall.
- F = 7/16" (11mm) Bolt Holes for fastening to wall.

NOTE: Installations Must Use Ground Fault Circuit Interrupter (GFCI).

Job Name:	_____
Model:	_____ Qty. _____
Contact:	_____
Approval Signature:	_____
Notes:	_____

30" Bottle Filler Station
Filtered Bi-Level LZ Cooler
Models Enhanced LZSTL8WSSP & LZSTL8WSP
LZSTLDDWSSP & LZSTLDDWSP

ELKAY®
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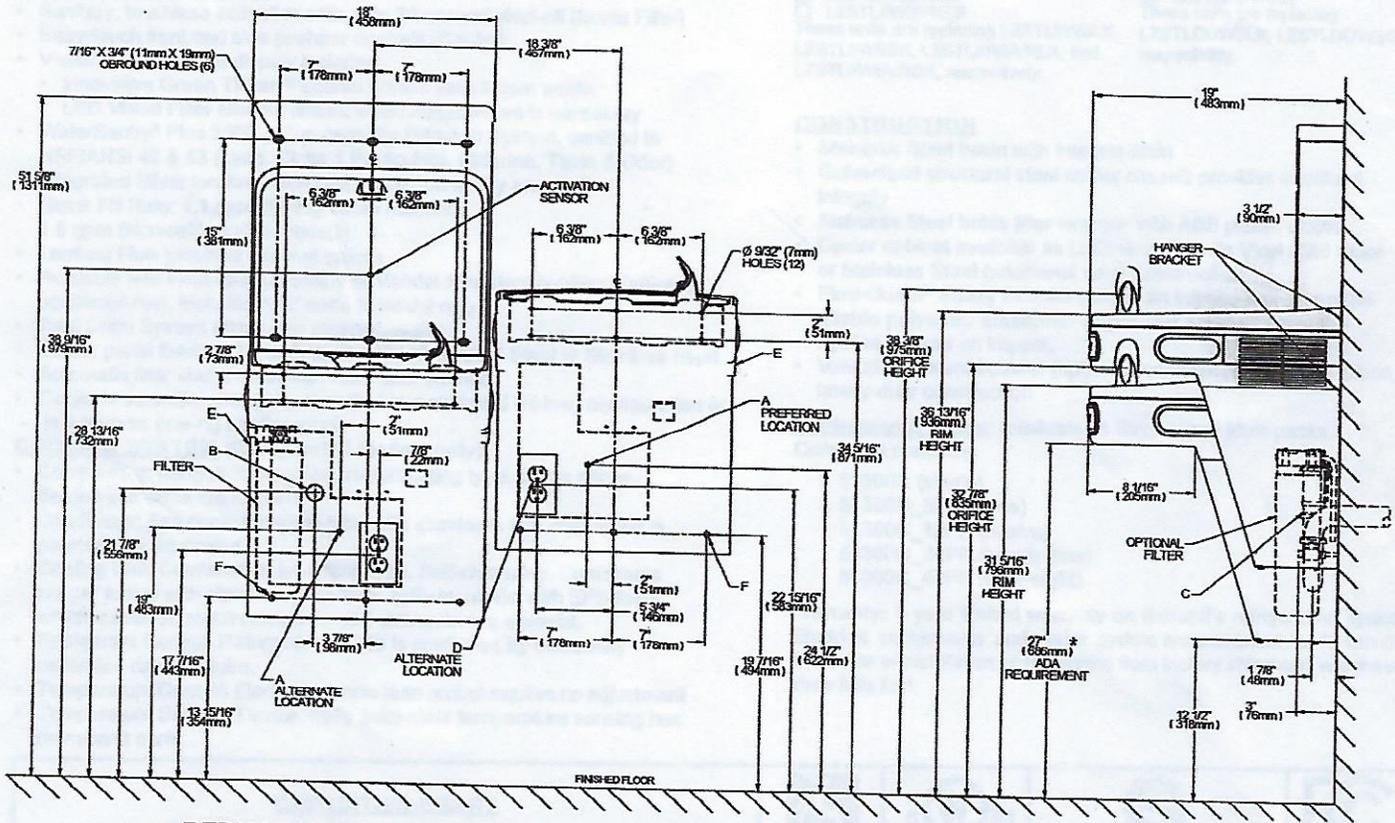
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Model Shown with Flexi-Guard Safety Bubbler

Bottle Filler unit will mount on bracket attached to wall by 6 holes (as shown). Water and electrical will connect through pre-punched hole in basin.

Optional Reverse (Hi-Low) Installation Method



REDUCE HEIGHT BY 3 INCHES FOR INSTALLATION OF CHILDRENS ADA COOLER

LEGEND:

- A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.
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NOTE: Installations Must Use Ground Fault Circuit Interrupter (GFCI).

Job Name:	_____
Model:	_____ Qty. _____
Contact:	_____
Approval Signature:	_____
Notes:	_____



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 207

Project: Elm Elementary School Reconstruction Project

Date: 10-26-17
Discipline: Electrical

Subject: MPR DF-1 Drinking Fountain Power

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
E2.21P		

QUESTION

Ref. E2.21P

We received information that DF-1 drinking fountain in the MPR will be a refrigerated unit requiring a single pole 120v 20A circuit and two receptacles per the attached submittal. These receptacles and circuit are not shown on the MPR power drawing. We propose using panel ML1 circuit 25. Please advise.

SUGGESTION

One (1) receptacle is needed

ANSWER

Response

Proceed as proposed.
Bahram Roshanian- 10/27/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Taft Electric Co	Matt Gobuty	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: Matt Gobuty - Taft Electric Co - Author Number: 053
Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 207

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SUGGESTION

One (1) receptacle is needed

ANSWER

Proceed as proposed
Bahram Roshanian
10/27/2017

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
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Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Matt Gobuty - Taft Electric Co - Author Number: 053
Submitted By: Gina Sierra - Bernards



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2251 - Elm School
450 E Elm St,
Oxnard, California 93033
Phone: 805-654-7994

MPR DF-1 Drinking Fountain Power

TO: Gina Sierra (Bernards)	FROM: Matt Gobuty (Taft Electric Company) 1694 Eastman Avenue Ventura, California 93003
DATE INITIATED: 10/24/2017	STATUS: Open
LOCATION:	DUE DATE: 10/29/2017
COST CODE:	REFERENCE:
COST IMPACT: Yes (Unknown)	SCHEDULE IMPACT: TBD
DRAWING NUMBER: sketch attached	SPEC SECTION:
LINKED DRAWINGS:	
RECEIVED FROM:	
COPIES TO:	

Question from Matt Gobuty (Taft Electric Company) at 02:57 PM on 10/24/2017

We received information that DF-1 drinking fountain in the MPR will be a refrigerated unit requiring a single pole 120v 20A circuit and two receptacles per the attached submittal. These receptacles and circuit are not shown on the MPR power drawing. We propose using panel ML1 circuit 25. Please advise

Awaiting an Official Response

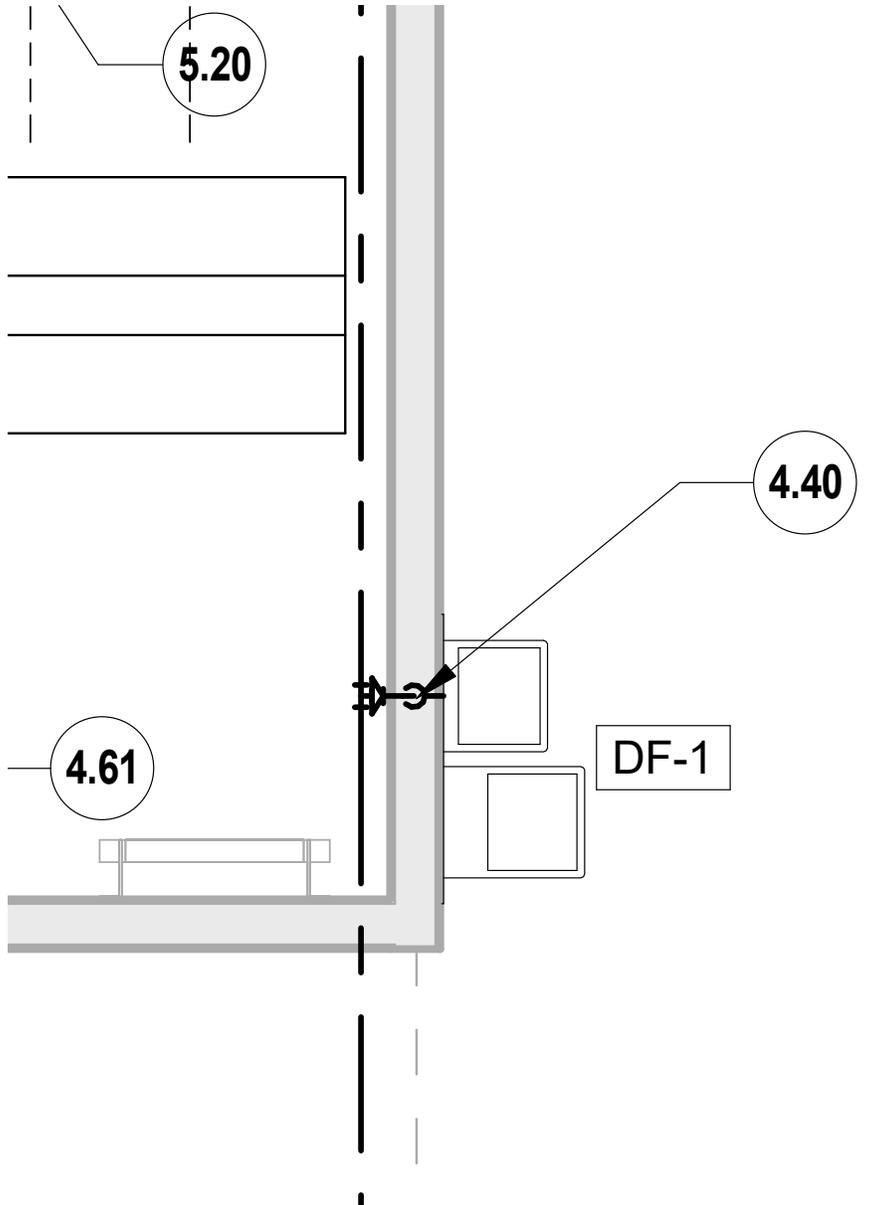
All Replies:

Response from Matt Gobuty (Taft Electric Company) at 03:05 PM on 10/24/2017

Correction: Only (1) receptacle is needed

Attachments:

BY _____ **DATE** _____ **COPIES TO** _____



P2-1.2

SHEET NUMBER: _____

SHEET TITLE: _____

**MPR BLDG -
PLUMBING
FLOOR PLAN -
DOMESTIC
WATER**

Branch Panel: ML1

Location: ELECTRICAL ROOM 2-102
 Supply From: TR-M
 Mounting: Surface
 Enclosure: Type 1

Volts: 120/208 Wye
 Phases: 3
 Wires: 4

A.I.C. Rating:
 Mains Type:
 Mains Rating: 400 A
 MCB Rating: 400 A

Notes:

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	MDR	100 A	3	10000 VA	15240 VA					3	150 A	MLK	2
3	--	--	--			10000 VA	13405 VA			--	--		4
5	--	--	--					10000 VA	12505 VA	--	--		6
7	CER	20 A	1	1500 VA	900 VA					1	20 A	RESTROOM 2-114	8
9	CONTROL ROOM	20 A	1			360 VA	180 VA			1	20 A	WATER HEATER CONTROLS	10
11	MULTI-PURPOSE ROOM C.O.	20 A	1					900 VA	500 VA	1	20 A	SCOREBOARD	12
13	MULTI-PURPOSE ROOM C.O.	20 A	1	900 VA	500 VA					1	20 A	SCOREBOARD	14
15	MA-1	20 A	2			1404 VA	300 VA			1	20 A	FA CABINETS (1)	16
17	--	--	--					1404 VA	500 VA	1	20 A	ELECTRONIC MESSAGE SIGN	18
19	EF-11	20 A	1	1920 VA	180 VA					1	20 A	Power	20
21	EF-12, EF-10	15 A	1			816 VA							22
23	Roof Receptacle	20 A	1					360 VA	408 VA	1	15 A	EF-10 ROOF	24
25	DF-1												26
27													28
29													30
31													32
33													34
35													36
37													38
39													40
41													42
Total Load:				31140 VA		26465 VA		26577 VA					
Total Amps:				260 A		221 A		222 A					

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
HVAC	9648 VA	100.00%	9648 VA		
Kitchen Equipment - Non-Dwelling Unit	14966 VA	65.00%	9728 VA	Total Conn. Load:	84182 VA
Other	3144 VA	100.00%	3144 VA	Total Est. Demand:	58804 VA
Power	20484 VA	65.00%	13315 VA	Total Conn.:	234 A
Receptacle	35940 VA	63.91%	22970 VA	Total Est. Demand:	163 A

ELKAY®

SPECIFICATIONS

EZH2O® Bottle Filler Station with Filtered Bi-Level LZ Cooler Models Enhanced LZSTL8WSSP & LZSTL8WSLP LZSTLDDWSSP & LZSTLDDWSLP

RATED FOR INDOOR USE ONLY

PRODUCT SPECIFICATION

Unit shall include an electric water cooler with bottle filling station. Refrigerated Models shall deliver 8 GPH of 50°F of drinking water at 90°F ambient and 80°F inlet water. Non-Refrigerated Models shall deliver non-chilled drinking water. Lower units shall have pushbar activation. Bottle filling units shall include an electronic sensor for touchless activation with an automatic 20-second shut-off timer. LED light illuminating the water dispensing area, brightening as water is being dispensed. Shall include a Green Ticker™ displaying count of plastic bottles saved from waste. Bottle filler shall provide a 1.1 gpm flow rate with laminar flow to minimize splashing. Shall include the WaterSentry® Plus 3000-gallon capacity filter, certified to NSF/ANSI 42 & 53, with visual filter monitor to indicate when replacement is necessary. Unit shall automatically detect a new filter and reset visual filter monitor accordingly. Unit shall have the ability to turn off refrigeration system as needed, in addition to self diagnosing system issues and display related messages. Shall include integrated silver ion anti-microbial protection in key areas. Unit shall meet ADA guidelines. Unit shall be a lead-free design which is certified to NSF/ANSI 61 and 372 and meets Federal and State low-lead requirements. Unit shall be certified to UL399 and CAN/CSA 22.2 No. 120 & is FCC compliant.

STANDARD FEATURES

- Sanitary, touchless activation with auto 20-second shut-off (Bottle Filler)
- Easy-touch front and side pushbars (Cooler)
- Visual User Interface display includes:
 - Innovative Green Ticker™ counts bottles saved from waste
 - LED Visual Filter Monitor shows when replacement is necessary
- WaterSentry® Plus 3000-gallon capacity Filtration System, certified t NSF/ANSI 42 & 53 (Lead, Class 1 Particulate, Chlorine, Taste & Odor)
- Integrated Silver Ion Anti-microbial Protection in key areas
- Quick Fill Rate: 1.1 gpm (Refrigerated models); 1.5 gpm (Non-refrigerated models)
- Laminar Flow provides minimal splash
- Available with Flexi-Guard® Safety or Vandal-Resistant bubbler (Option at additional cost, includes "VR" code in model no.)
- Real Drain System eliminates standing water
- Cooler panel finishes: Light Gray Granite Vinyl Clad Steel or Stainless Steel
- Automatic filter status reset with each filter change
- Cooler is versatile, able to be mounted in a standard (hi-low) configuration or in a reverse (low-hi) configuration

COOLING SYSTEM (Refrigerated Models only)

- Compressor: hermetically-sealed, reciprocating type, single phase. Sealed-in lifetime lubrication.
- Condenser: Fan cooled, copper tube with aluminum fins. Fan motor is permanently lubricated.
- Cooling Unit: Combination tube-tank type. Self-cleansing. Continuous copper tubing with stainless steel tank. Fully insulated with EPS foam which meets UL requirements for self-extinguishing material.
- Refrigerant Control: Refrigerant R134a is controlled by accurately calibrated capillary tube.
- Temperature Control: Electronic temperature control requires no adjustment
- Temperature Sensing Device: Fully solid-state temperature sensing has no moving parts.



Refrigerated Models

- LZSTL8WSLP
- LZSTL8WSSP
- LZSTL8WSVRLP
- LZSTL8WSVRSP

These units are replacing LZSTL8WSLK, LZSTL8WSSK, LZSTL8WSVRLK, and LZSTL8WSVRSK, respectively.

Non-Refrigerated Models

- LZSTLDDWSLP
- LZSTLDDWSSP

These units are replacing LZSTLDDWSLK, LZSTLDDWSSK, respectively.

CONSTRUCTION

- Stainless Steel basin with integral drain
- Galvanized structural steel cooler chassis provides structural integrity
- Stainless Steel bottle filler wrapper with ABS plastic alcov
- Cooler cabinet available as Light Gray Granite Vinyl Clad Steel or Stainless Steel (additional cost) construction
- Flexi-Guard® Safety Bubbler utilizes an infused anti-microbial pliable polyester elastomer to prevent accidental mouth injuries. Flexes on impact.
- Vandal-Resistant bubbler (option at additional cost) is one-piece, heavy-duty construction

Replacement Filters: Available as Singles and Multi-packs.

Order part numbers:

- 51300C (single)
- 51300C_3PK (three)
- 51300C_12PK (twelve)
- 51300C_24PK (twenty-four)
- 51300C_48PK (forty-eight)

Warranty: 5 year limited warranty on the unit's refrigeration system. Electrical components and water system are warranted for 12 months from date of installation or 18 months from factory shipment, whichever date falls first

CAPACITIES CHART										
Model	Voltage / Hertz	Chilling** Capacity	F.L. Amps	Rated Watts	Approx. Ship Wt.	ADA Compliant	UL399 and CAN/ CSA 22.2 No. 120 Certifie	NSF/ANSI 61 and 372 Certifie	NSF/ANSI 42 and 53 Certified (Filter only)	FCC Compliant
LZSTL8WS(VR)LP	115V / 60 Hz	8 GPH	4.2	370	98 lbs	•	•	•	•	•
LZSTL8WS(VR)SP	115V / 60 Hz	8 GPH	4.2	370	98 lbs	•	•	•	•	•
LZSTLDDWSLP	115V / 60 Hz	—	1.0	15	66 lbs.	•	•	•	•	•
LZSTLDDWSSP	115V / 60 Hz	—	1.0	15	66 lbs.	•	•	•	•	•

Color code of (L) Light Gray Granite or (S) Stainless Steel cooler panels. **Based on 80°F inlet water & 90°F ambient air temp for 50°F chilled drinking water.

This specification describes an Elkay product with design, quality and functional benefits to the user. When making a comparison of other producer's offerings, be certain these features are not overlooked.

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SPEC00260 (03/2016)

EZH20® Bottle Filler Station
with Filtered Bi-Level LZ Cooler
Models Enhanced LZSTL8WSSP & LZSTL8WSLP
LZSTLDDWSSP & LZSTLDDWSLP

ELKAY®
ROUGH-IN DIMENSIONS

RATED FOR INDOOR USE ONLY

IMPORTANT! INSTALLER PLEASE NOTE:

These units are designed and built to provide water to the user which has not been altered by materials in the cooler waterway. The grounding of electrical equipment such as telephone, computers, etc. to water lines is a common procedure. This grounding may be in the building but may also occur away from the building. This grounding can cause electrical feedback into a water cooler creating an electrolysis which results in a metallic taste or an increase in the metal content of the water. This condition is avoidable by installing the cooler using the proper materials as shown.

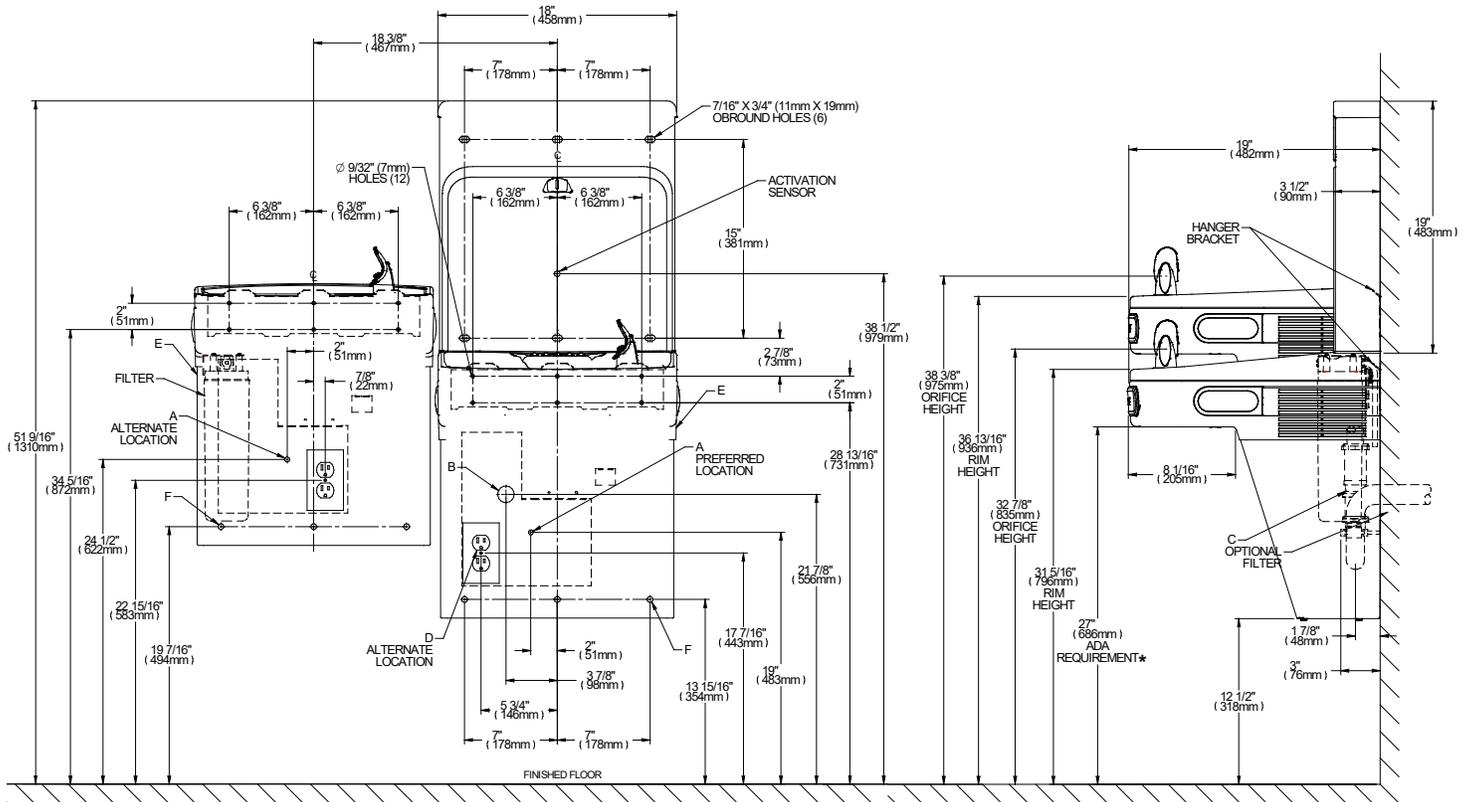
NOTICE

This water cooler must be connected to the water supply using a dielectric coupling. The cooler is furnished with a non-metallic strainer which meets this requirement. The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system.

Model Shown with Flexi-Guard Safety Bubbler

Bottle Filler unit will mount on bracket attached to wall by 6 holes (as shown). Water and electrical will connect through pre-punched hole in basin.

Standard Hi-Low Installation Instructions



REDUCE HEIGHT BY 3 INCHES FOR INSTALLATION OF CHILDRENS ADA COOLER

LEGEND:

- A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.
- B = Recommended Waste Outlet location. To accommodate 1-1/2" nominal drain. Drain stub 2" (51mm) out from wall.
- C = 1-1/2" Trap (not furnished).
- D = Electrical Supply (3) Wire Recessed Box Duplex Outlet.
- E = Insure proper ventilation by maintaining 6" (152mm) minimum clearance from cabinet louvers to wall.
- F = 7/16" (11mm) Bolt Holes for fastening to wall.

NOTE: Installations Must Use Ground Fault Circuit Interrupter (GFCI).

Job Name: _____	
Model: _____	Qty. _____
Contact: _____	
Approval Signature: _____	
Notes: _____	

EZH20® Bottle Filler Station
with Filtered Bi-Level LZ Cooler
Models Enhanced LZSTL8WSSP & LZSTL8WSLP
LZSTLDDWSSP & LZSTLDDWSLP

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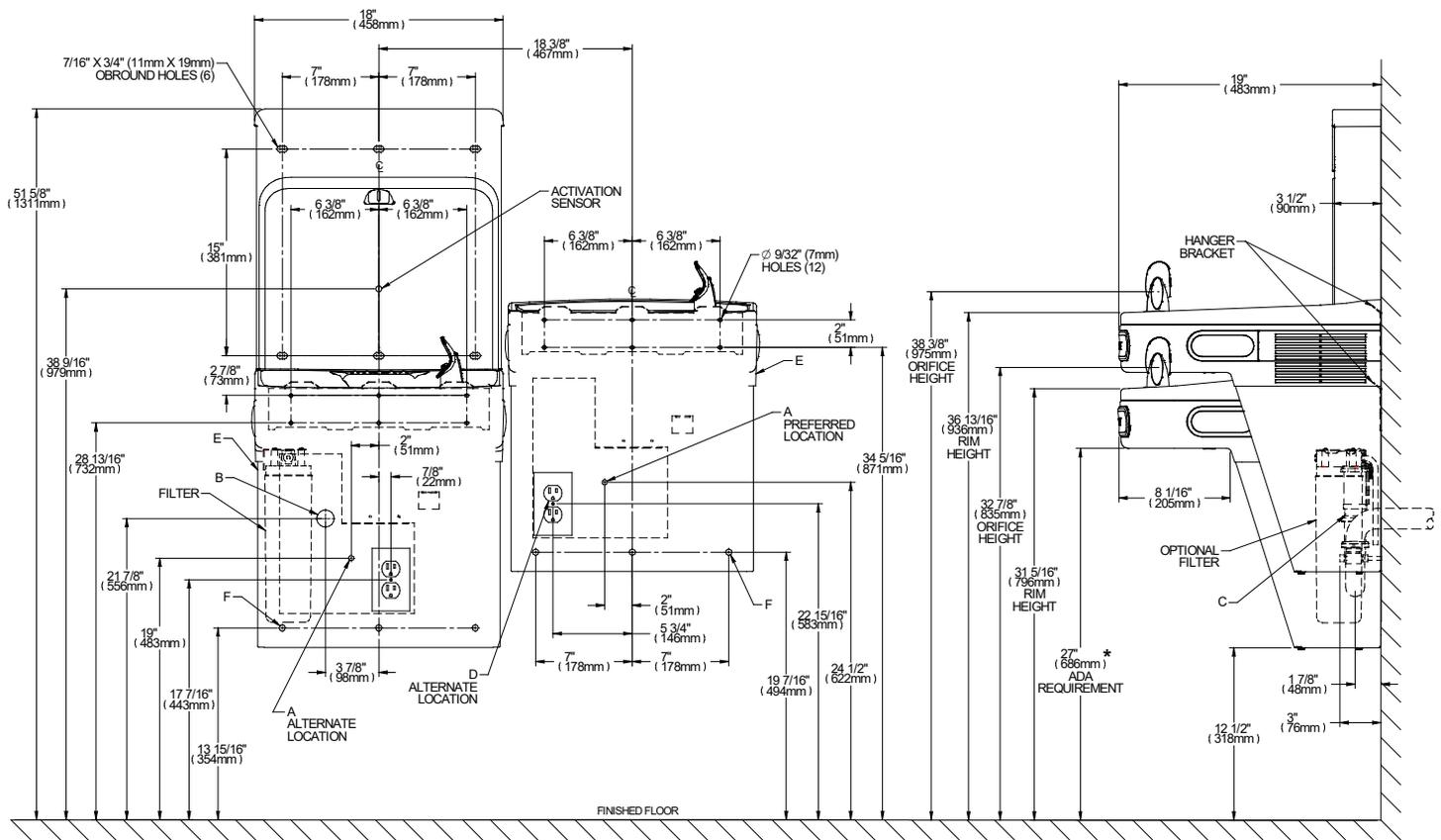
NOTICE

This water cooler must be connected to the water supply using a dielectric coupling. The cooler is furnished with a non-metallic strainer which meets this requirement. The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system.

Model Shown with Flexi-Guard Safety Bubbler

Bottle Filler unit will mount on bracket attached to wall by 6 holes (as shown). Water and electrical will connect through pre-punched hole in basin.

Optional Reverse (Hi-Low) Installation Method



REDUCE HEIGHT BY 3 INCHES FOR INSTALLATION OF CHILDRENS ADA COOLER

LEGEND:

- A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.
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Job Name: _____	
Model: _____	Qty. _____
Contact: _____	
Approval Signature: _____	
Notes: _____	

2017 Rates

TAFT ELECTRIC CHANGE REQUEST PROPOSAL LABOR RATE CALCULATIONS

PROJECT: Elm School Reconstruction JOB# 2551 TEC CR#: 007 R1
CUST RFP#: 0

STRAIGHT TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$84.08
JOURNEYMAN	2.00	\$78.13
APPRENTICE	1.00	\$70.23
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$77.64

SHIFT WORK CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$74.93
FOREMAN	0.00	\$69.80
JOURNEYMAN	0.00	\$64.65
APPRENTICE	0.00	\$53.56
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 9/25/2005

TAFT ELECTRIC CO.
Labor Rate
August 1 to December 31 2017

VENTURA COUNTY
LOCAL 952

		JOURNYMAN			FOREMAN			GEN. FOREMAN		
		St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
Direct Cost p/ hour		\$74.06	\$105.80	\$137.54	\$80.01	\$114.65	\$149.29	\$85.96	\$123.50	\$161.05
Small Tools	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Safety	2.5%	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85
Clean Up	3.0%	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22
Totals		\$78.13	\$109.87	\$141.61	\$84.08	\$118.72	\$153.36	\$90.03	\$127.57	\$165.12
Mark Up	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$78.13	\$109.87	\$141.61	\$84.08	\$118.72	\$153.36	\$90.03	\$127.57	\$165.12

TAFT ELECTRIC COMPANY
Labor Rate
August 1 to December 31 2017

VENTURA COUNTY
LOCAL 952
APPRENTICES

	JRYM	40%	45%	50%	60%	70%	85%				
Direct Cost	\$74.06	\$30.18	\$32.86	\$48.12	\$53.47	\$58.82	\$66.16	\$0.00	\$0.00	\$0.00	
Small Tools (3%)	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Safety (2.5%)	3%	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85			
Clean Up (3%)	3%	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22			
Sub Total		\$78.13	\$34.25	\$36.93	\$52.19	\$57.54	\$62.89	\$70.23	\$0.00	\$0.00	\$0.00
Mark Up	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total		\$78.13	\$34.25	\$36.93	\$52.19	\$57.54	\$62.89	\$70.23	\$0.00	\$0.00	\$0.00

**TAFT ELECTRIC CO.
LABOR BURDEN REPORT
Period of December 26, 2016 to July 30, 2017**

**VENTURA COUNTY
LOCAL 952**

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 41.42	\$ 62.13	\$ 82.84	\$ 46.10	\$ 69.15	\$ 92.20	\$ 50.78	\$ 76.17	\$ 101.56
HEALTH & WELFARE	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79
LOCAL PENSION	12.14	18.21	24.28	12.14	18.21	24.28	12.14	18.21	24.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45
N.E.I.F. (1%)	0.41	0.62	0.83	0.46	0.69	0.92	0.51	0.76	1.02
NAT. PENSION (3%)	1.24	1.86	2.49	1.38	2.07	2.77	1.52	2.29	3.05
UNION BURDEN	\$ 23.04	\$ 29.94	\$ 36.83	\$ 23.22	\$ 30.22	\$ 37.21	\$ 23.41	\$ 30.50	\$ 37.58
F.I.C.A. (7.65%)	\$ 3.17	\$ 4.75	\$ 6.34	\$ 3.53	\$ 5.29	\$ 7.05	\$ 3.88	\$ 5.83	\$ 7.77
F.U.I. (0.8%)	0.33	0.50	0.66	0.37	0.55	0.74	0.41	0.61	0.81
S.U.I. (6.2%)	2.57	3.85	5.14	2.86	4.29	5.72	3.15	4.72	6.30
TAX BURDEN	\$ 6.07	\$ 9.10	\$ 12.14	\$ 6.75	\$ 10.13	\$ 13.51	\$ 7.44	\$ 11.16	\$ 14.88
LIABILITY INSURANCE 5.3%	\$ 2.20	\$ 3.29	\$ 4.39	\$ 2.44	\$ 3.66	\$ 4.89	\$ 2.69	\$ 4.04	\$ 5.38
WORKMAN'S COMP	1.34	1.34	1.34	1.49	1.49	1.49	1.64	1.64	1.64
INSURANCE BURDEN	\$ 3.53	\$ 4.63	\$ 5.73	\$ 3.93	\$ 5.15	\$ 6.38	\$ 4.33	\$ 5.68	\$ 7.02
DIRECT COST PER HOUR	\$ 74.06	\$ 105.80	\$ 137.54	\$ 80.01	\$ 114.65	\$ 149.29	\$ 85.96	\$ 123.50	\$ 161.05
DIRECT COST PER DAY	\$ 592.46		\$ 63.48	\$ 640.08		\$ 69.28	\$ 687.71		\$ 75.08
DIRECT COST PER WEEK	\$ 2,962.32			\$ 3,200.42			\$ 3,438.53		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$30.00/HOUR = 5.171%
 WORKMAN'S COMP RATES: GREATER THAN \$30.00/HOUR = 3.230%

Traffic Signal Technician

**TAFT ELECTRIC CO.
LABOR BURDEN REPORT**

Period of December 26, 2016 to July 30, 2017

**VENTURA COUNTY
LOCAL 952**

		T.S Technician			Overscale T.S Technician		
		St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$	31.07	\$ 46.60	\$ 62.13	\$ 41.42	\$ 62.13	\$ 82.84
HEALTH & WELFARE	\$	7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79
LOCAL PENSION		12.14	18.21	24.28	12.14	18.21	24.28
TRAINING FUND		1.00	1.00	1.00	1.00	1.00	1.00
LMCC		0.45	0.45	0.45	0.25	0.25	0.25
N.E.I.F. (1%)		0.31	0.47	0.62	0.41	0.62	0.83
NAT. PENSION (3%)		0.93	1.40	1.86	1.24	1.86	2.49
UNION BURDEN	\$	22.62	\$ 29.31	\$ 36.01	\$ 22.84	\$ 29.74	\$ 36.63
F.I.C.A. (7.65%)	\$	2.38	\$ 3.56	\$ 4.75	\$ 3.17	\$ 4.75	\$ 6.34
F.U.I. (.8%)		0.25	0.37	0.50	0.33	0.50	0.66
S.U.I. (6.2%)		1.93	2.89	3.85	2.57	3.85	5.14
TAX BURDEN	\$	4.55	\$ 6.83	\$ 9.10	\$ 6.07	\$ 9.10	\$ 12.14
LIABILITY INSURANCE	5.3%	\$ 1.65	\$ 2.47	\$ 3.29	\$ 2.20	\$ 3.29	\$ 4.39
WORKMAN'S COMP	4.15%	1.29	1.29	1.29	1.23	1.23	1.23
INSURANCE BURDEN	\$	2.94	\$ 3.76	\$ 4.58	\$ 3.43	\$ 4.52	\$ 5.62
DIRECT COST PER HOUR	\$	61.17	\$ 86.50	\$ 111.82	\$ 73.75	\$ 105.49	\$ 137.23
DIRECT COST PER DAY	\$	489.39			\$ 590.00		
DIRECT COST PER WEEK	\$	2,446.95			\$ 2,950.01		

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$30.00/HOUR = 5.171%

WORKMAN'S COMP RATES: GREATER THAN \$30.00/HOUR = 3.230%

CONDUIT CONSTRUCTION WORKER'S COMP RATES: 4.148%

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
Period of December 26, 2016 to July 30, 2017

VENTURA COUNTY
LOCAL 952

APPRENTICES - Indentured after 10/01/2012

	40%		45%		50%		60%		70%		85%	
WAGES	\$ 16.57	\$ 24.85	\$ 18.64	\$ 27.96	\$ 20.71	\$ 31.07	\$ 24.85	\$ 37.28	\$ 28.99	\$ 43.49	\$ 35.21	\$ 52.81
HEALTH & WELFARE	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79
LOCAL PENSION	-	-	-	-	12.14	18.21	12.14	18.21	12.14	18.21	12.14	18.21
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	-	-	-	-	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45
NAT. PENSION (3%)	0.50	0.75	0.56	0.84	0.62	0.93	0.75	1.12	0.87	1.30	1.06	1.58
N.E.I.F. (1%)	0.17	0.25	0.19	0.28	0.21	0.31	0.25	0.37	0.29	0.43	0.35	0.53
UNION BURDEN	\$ 9.45	\$ 9.78	\$ 9.54	\$ 9.91	\$ 22.21	\$ 28.69	\$ 22.37	\$ 28.94	\$ 22.54	\$ 29.19	\$ 22.79	\$ 29.56
F.I.C.A. (7.65%)	\$ 1.27	\$ 1.90	\$ 1.43	\$ 2.14	\$ 1.58	\$ 2.38	\$ 1.90	\$ 2.85	\$ 2.22	\$ 3.33	\$ 2.69	\$ 4.04
F.U.I. (.8%)	0.13	0.20	0.15	0.22	0.17	0.25	0.20	0.30	0.23	0.35	0.28	0.42
S.U.I. (6.2%)	1.03	1.54	1.16	1.73	1.28	1.93	1.54	2.31	1.80	2.70	2.18	3.27
TAX BURDEN	\$ 2.43	\$ 3.64	\$ 2.73	\$ 4.10	\$ 3.03	\$ 4.55	\$ 3.64	\$ 5.46	\$ 4.25	\$ 6.37	\$ 5.16	\$ 7.74
LIABILITY INSURANC 5.3%	\$ 0.88	\$ 1.32	\$ 0.99	\$ 1.48	\$ 1.10	\$ 1.65	\$ 1.32	\$ 1.98	\$ 1.54	\$ 2.31	\$ 1.87	\$ 2.80
WORKMAN'S COMP	0.86	0.86	0.96	0.96	1.07	1.07	1.29	1.29	1.50	1.50	1.14	1.14
INSURANCE BURDEN	\$ 1.73	\$ 2.17	\$ 1.95	\$ 2.45	\$ 2.17	\$ 2.72	\$ 2.60	\$ 3.26	\$ 3.04	\$ 3.80	\$ 3.00	\$ 3.94
DIRECT COST PER HOUR	\$ 30.18	\$ 40.45	\$ 32.86	\$ 44.41	\$ 48.12	\$ 67.03	\$ 53.47	\$ 74.94	\$ 58.82	\$ 82.86	\$ 66.16	\$ 94.05
DIRECT COST PER DAY	\$ 241.46	\$ 323.61	\$ 262.85	\$ 355.27	\$ 384.97	\$ 536.21	\$ 427.75	\$ 599.76	\$ 470.54	\$ 662.88	\$ 529.25	\$ 752.40
DIRECT COST PER WEEK	\$ 1,207.31	\$ 1,618.03	\$ 1,314.27	\$ 1,776.34	\$ 1,924.84	\$ 2,681.04	\$ 2,138.77	\$ 2,998.08	\$ 2,352.69	\$ 3,155.64	\$ 2,646.25	\$ 3,512.00

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$30.00/HOUR = 5.171%

WORKMAN'S COMP RATES: GREATER THAN \$30.00/HOUR = 3.230%

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VENTURA COUNTY

LOCAL 952

APPRENTICES - Indentured BEFORE 10/01/2012

	JRYM	75%	85%
WAGES	\$ 41.42	\$ 31.07	\$ 35.21
HEALTH & WELFARE	\$ 7.79	\$ 7.79	\$ 7.79
LOCAL PENSION	12.14	12.14	12.14
TRAINING FUND	1.00	1.00	1.00
LMCC	0.45	0.45	0.45
NAT. PENSION (3%)	0.41	0.93	1.06
N.E.I.F. (1%)	<u>1.24</u>	<u>0.31</u>	<u>0.35</u>
UNION BURDEN	\$ 23.04	\$ 22.62	\$ 22.79
F.I.C.A. (7.65%)	\$ 3.17	\$ 2.38	\$ 2.69
F.U.I. (.8%)	0.33	0.25	0.28
S.U.I. (6.2%)	<u>2.57</u>	<u>1.93</u>	<u>2.18</u>
TAX BURDEN	\$ 6.07	\$ 4.55	\$ 5.16
LIABILITY INSURANCE 5.3%	\$ 2.20	\$ 1.65	\$ 1.87
WORKMAN'S COMP	<u>1.34</u>	<u>1.00</u>	<u>1.14</u>
INSURANCE BURDEN	\$ 3.53	\$ 2.65	\$ 3.00
DIRECT COST PER HOUR	\$ 74.06	\$ 60.89	\$ 66.16
DIRECT COST PER DAY	\$ 592.46	\$ 487.11	\$ 529.25
DIRECT COST PER WEEK	\$ 2,962.32	\$ 2,435.54	\$ 2,646.25

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$30.00/HOUR = 5.171%

WORKMAN'S COMP RATES: GREATER THAN \$30.00/HOUR = 3.230%

**TAFT ELECTRIC CO.
LABOR BURDEN REPORT
Period of December 26, 2016 to July 30, 2017**

Swing Shift Work
VENTURA COUNTY
LOCAL 952

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 48.59	\$ 72.89	\$ 97.18	\$ 54.08	\$ 81.12	\$ 108.16	\$ 59.56	\$ 89.34	\$ 119.12
HEALTH & WELFARE	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79
LOCAL PENSION	12.14	18.21	24.28	12.14	18.21	24.28	12.14	18.21	24.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45
N.E.I.F. (1%)	0.49	0.73	0.97	0.54	0.81	1.08	0.60	0.89	1.19
NAT. PENSION (3%)	1.46	2.19	2.92	1.62	2.43	3.24	1.79	2.68	3.57
UNION BURDEN	\$ 23.32	\$ 30.37	\$ 37.41	\$ 23.54	\$ 30.69	\$ 37.85	\$ 23.76	\$ 31.02	\$ 38.28
F.I.C.A. (7.65%)	\$ 3.72	\$ 5.58	\$ 7.43	\$ 4.14	\$ 6.21	\$ 8.27	\$ 4.56	\$ 6.83	\$ 9.11
F.U.I. (0.8%)	0.39	0.58	0.78	0.43	0.65	0.87	0.48	0.71	0.95
S.U.I. (6.2%)	3.01	4.52	6.03	3.35	5.03	6.71	3.69	5.54	7.39
TAX BURDEN	\$ 7.12	\$ 10.68	\$ 14.24	\$ 7.92	\$ 11.88	\$ 15.85	\$ 8.73	\$ 13.09	\$ 17.45
LIABILITY INSURANCE	5.3% \$ 2.58	\$ 3.86	\$ 5.15	\$ 2.87	\$ 4.30	\$ 5.73	\$ 3.16	\$ 4.74	\$ 6.31
WORKMAN'S COMP	1.57	1.57	1.57	1.75	1.75	1.75	1.92	1.92	1.92
INSURANCE BURDEN	\$ 4.14	\$ 5.43	\$ 6.72	\$ 4.61	\$ 6.05	\$ 7.48	\$ 5.08	\$ 6.66	\$ 8.24
DIRECT COST PER HOUR	\$ 83.18	\$ 119.36	\$ 155.54	\$ 90.16	\$ 129.75	\$ 169.33	\$ 97.13	\$ 140.11	\$ 183.09
DIRECT COST PER DAY	\$ 665.41			\$ 721.27			\$ 777.03		
DIRECT COST PER WEEK	\$ 3,327.07			\$ 3,606.36			\$ 3,885.14		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$30.00/HOUR = 5.171%
 WORKMAN'S COMP RATES: GREATER THAN \$30.00/HOUR = 3.230%

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Swing Shift Work

VENTURA COUNTY

LOCAL 952

APPRENTICES - Indentured after 10/01/2012

TAFT ELECTRIC COMPANY

LABOR BURDEN REPORT

Period of December 26, 2016 to July 30, 2017

	40%	45%	50%	60%	70%	85%
WAGES	\$ 19.44	\$ 21.86	\$ 24.29	\$ 29.15	\$ 34.01	\$ 41.30
HEALTH & WELFARE	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79
LOCAL PENSION	-	-	12.14	12.14	12.14	12.14
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	-	-	0.45	0.45	0.45	0.45
NAT. PENSION (3%)	0.58	0.66	0.73	0.87	1.02	1.24
N.E.I.F. (1%)	<u>0.19</u>	<u>0.22</u>	<u>0.24</u>	<u>0.29</u>	<u>0.34</u>	<u>0.41</u>
UNION BURDEN	\$ 9.57	\$ 9.66	\$ 22.35	\$ 22.55	\$ 22.74	\$ 23.03
F.I.C.A. (7.65%)	\$ 1.49	\$ 1.67	\$ 1.86	\$ 2.23	\$ 2.60	\$ 3.16
F.U.I. (.8%)	0.16	0.17	0.19	0.23	0.27	0.33
S.U.I. (6.2%)	<u>1.21</u>	<u>1.36</u>	<u>1.51</u>	<u>1.81</u>	<u>2.11</u>	<u>2.56</u>
TAX BURDEN	\$ 2.85	\$ 3.20	\$ 3.56	\$ 4.27	\$ 4.98	\$ 6.05
LIABILITY INSURANCE 5.3%	\$ 1.03	\$ 1.16	\$ 1.29	\$ 1.54	\$ 1.80	\$ 2.19
WORKMAN'S COMP	<u>1.01</u>	<u>1.13</u>	<u>1.26</u>	<u>1.51</u>	<u>1.76</u>	<u>1.33</u>
INSURANCE BURDEN	\$ 2.04	\$ 2.29	\$ 2.54	\$ 3.05	\$ 3.56	\$ 3.52
DIRECT COST PER HOUR	\$ 33.89	\$ 37.02	\$ 52.74	\$ 59.02	\$ 65.29	\$ 73.91
DIRECT COST PER DAY	\$ 271.13	\$ 296.13	\$ 421.95	\$ 472.15	\$ 522.35	\$ 591.24
DIRECT COST PER WEEK	\$ 1,355.64	\$ 1,480.63	\$ 2,109.74	\$ 2,360.75	\$ 2,611.76	\$ 2,956.21

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$30.00/HOUR = 5.171%

WORKMAN'S COMP RATES: GREATER THAN \$30.00/HOUR = 3.230%

5.171%

3.230%

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
 Period of December 26, 2016 to July 30, 2017

Grave Shift Work
VENTURA COUNTY
LOCAL 952

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 54.43	\$ 81.65	\$ 108.86	\$ 60.58	\$ 90.87	\$ 121.16	\$ 66.72	\$ 100.08	\$ 133.44
HEALTH & WELFARE	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79
LOCAL PENSION	12.14	18.21	24.28	12.14	18.21	24.28	12.14	18.21	24.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45
N.E.I.F. (1%)	0.54	0.82	1.09	0.61	0.91	1.21	0.67	1.00	1.33
NAT. PENSION (3%)	1.63	2.45	3.27	1.82	2.73	3.63	2.00	3.00	4.00
UNION BURDEN	\$ 23.56	\$ 30.72	\$ 37.87	\$ 23.80	\$ 31.08	\$ 38.37	\$ 24.05	\$ 31.45	\$ 38.86
F.I.C.A. (7.65%)	\$ 4.16	\$ 6.25	\$ 8.33	\$ 4.63	\$ 6.95	\$ 9.27	\$ 5.10	\$ 7.66	\$ 10.21
F.U.I. (0.8%)	0.44	0.65	0.87	0.48	0.73	0.97	0.53	0.80	1.07
S.U.I. (6.2%)	3.37	5.06	6.75	3.76	5.63	7.51	4.14	6.20	8.27
TAX BURDEN	\$ 7.97	\$ 11.96	\$ 15.95	\$ 8.87	\$ 13.31	\$ 17.75	\$ 9.77	\$ 14.66	\$ 19.55
LIABILITY INSURANCE 5.3%	\$ 2.88	\$ 4.33	\$ 5.77	\$ 3.21	\$ 4.82	\$ 6.42	\$ 3.54	\$ 5.30	\$ 7.07
WORKMAN'S COMP	1.76	1.76	1.76	1.96	1.96	1.96	2.16	2.16	2.16
INSURANCE BURDEN	\$ 4.64	\$ 6.09	\$ 7.53	\$ 5.17	\$ 6.77	\$ 8.38	\$ 5.69	\$ 7.46	\$ 9.23
DIRECT COST PER HOUR	\$ 90.60	\$ 130.41	\$ 170.21	\$ 98.43	\$ 142.04	\$ 185.65	\$ 106.23	\$ 153.65	\$ 201.07
DIRECT COST PER DAY	\$ 724.83			\$ 787.41			\$ 849.88		
DIRECT COST PER WEEK	\$ 3,624.16			\$ 3,937.03			\$ 4,249.38		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$30.00/HOUR = 5.171%
 WORKMAN'S COMP RATES: GREATER THAN \$30.00/HOUR = 3.230%



Los Angeles County Chapter
National Electrical Contractors Association
100 E. Corson Street, Suite 410
Pasadena, CA 91103
626.792.6322
www.laneca.org

IMPORTANT: Labor Relations Bulletin

IBEW Local 952 (Ventura County) Inside Wiremen's Agreement

Rates effective December 26, 2016 through July 30, 2017

The **\$0.95** increase effective 12/26/2016 will be allocated as follows: **\$0.31** to wages, **\$0.25** to pension, and **\$0.39** to the health plan. Accordingly, the wages and fringe benefits for the effective dates above will be:

	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 50.78	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 46.10	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman	\$ 41.42	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 45.56	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 31.07	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
Apprentices-- 1st Year 40%	\$ 16.57	3%	\$ -	\$ 7.79	\$ 1.00	\$ -	1%	0.5%	See footnote (e)	\$ -	---	---
Indentured <i>after</i> 45%	\$ 18.64	3%	\$ -	\$ 7.79	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	---
10/1/2012. ** 2nd Year 50%	\$ 20.71	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ -	()	(5%)
3rd Year 60%	\$ 24.85	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ -	()	(5%)
4th Year** 70%	\$ 28.99	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
5th Year 85%	\$ 35.21	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)

- (a) For Zone B wages, add \$5.00 to all wage rates. See Section 3.16(b) and (c) of the Agreement for Zone definitions.
- (b) NEBF contribution is an amount equal to 3% of the gross wage.
- (c) First year apprentices and unindentured apprentices are excluded from Local Pension and LMCC. For OT and DT work, pension contribution is made at the appropriate rate (i.e., 1.5x or 2x, respectively).
- (d) NEIF contribution is an amount equal to 1% of gross wage and is paid by NECA members only. AMF contribution is an amount equal to 0.5% of gross wage and is paid by non-NECA contractors only.
- (e) Voluntary authorization required. Employee option of \$0.00 deduction, or a \$0.05 deduction for COPE and/or a \$0.05 deduction for the Charity League.
- (f) Applies to 70% apprentices and above.
- (g) Employee may opt to make a voluntary employee deduction of 0%, 3%, 6%, 9% or 15%. 35%, 40% and 45% apprentices are excluded from the 401(k) plan.
- (h) Voluntary written authorization required in advance, and is usually provided at time of dispatch. Amount is subject to change as determined by LU 952.

Future increases:

Effective Date	Amount to be allocated	Amount to LMCC
7/31/2017	+ \$0.80	---
1/1/2018	+ \$0.90	+ \$0.05
7/30/2018	+ \$0.85	---
12/31/2018	+ \$0.95	---
7/29/2019	+ \$0.90	---
12/30/2019	+ \$0.95	+ \$0.05
7/27/2020	+ \$0.90	---
9/30/2020	Contract expiration date	

**** Note:** Apprentices who were indentured before 10/1/2012 may have a 75% rate during their fourth year. If this is the case, their wage rates are as follows:
 Day shift= \$31.07; swing shift= \$36.45; graveyard shift= \$40.83; All fringe benefit rates are the same as other fourth year apprentices.

Shift rates:

Swing Shift	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 59.56	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 54.08	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (swing shift)	\$ 48.59	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 53.44	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 36.45	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	See	\$ (3.00)	()	(5%)
Apprentices-- 1st Year 40%	\$ 19.44	3%	\$ -	\$ 7.79	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	(5%)
<i>Indentured after</i> 45%	\$ 21.86	3%	\$ -	\$ 7.79	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	(5%)
10/1/2012.** 2nd Year 50%	\$ 24.29	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ -	()	(5%)
3rd Year 60%	\$ 29.15	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ -	()	(5%)
4th Year** 70%	\$ 34.01	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
5th Year 85%	\$ 41.30	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)

Graveyard Shift	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 66.72	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 60.58	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (graveyard shift)	\$ 54.43	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 59.87	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 40.83	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	See	\$ (3.00)	()	(5%)
Apprentices-- 1st Year 40%	\$ 21.77	3%	\$ -	\$ 7.79	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	(5%)
<i>Indentured after</i> 45%	\$ 24.49	3%	\$ -	\$ 7.79	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	(5%)
10/1/2012.** 2nd Year 50%	\$ 27.21	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ -	()	(5%)
3rd Year 60%	\$ 32.65	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ -	()	(5%)
4th Year** 70%	\$ 38.09	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
5th Year 85%	\$ 46.27	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)

See Page 1 for all footnotes

Information regarding shifts:

1. Working a day shift only is not considered a "shift" under the terms of the agreement.
2. The day shift is the first shift, the swing shift is the second shift and the graveyard shift is the third shift. Thus, the regular work week begins Monday morning with the first shift and ends Saturday morning with the third shift. The graveyard shift for Friday ends on Saturday morning, therefore Saturday's overtime rate does not apply. This is also true for shifts that end on Sundays and holidays.
3. One (1) employee constitutes the establishment of a "shift."
4. Where shifts are worked overtime, after the regular shift the applicable overtime rate (1½ times up to 12 hours worked) shall apply in the addition to the designated shift differential pay. However, the shift differential is not paid on overtime days -- which includes Saturdays, Sundays, holidays and overtime days on approved four ten-hour day workweeks. Double the straight time rate of pay is the maximum amount paid for any work.
5. Shifts must be a minimum of five (5) days duration, which may include Saturday, Sunday and holidays. (This requirement applies to the scheduling and performance of work, not the uninterrupted presence of a particular individual or individuals on the job.)
6. Either the swing or graveyard shifts may be worked alone without the requirement of a day shift.
7. While the shift must last for a minimum of five days duration, it is not necessary for each employee to work the five days in order to fall under the shift work provisions of the agreement.
8. Per Section 3.12 of the agreement, the shift rate of pay is determined by the start time of the shift (see chart below).

First Shift (Day Shift): Start time between 6:00 AM and 10:00 AM (Straight Time Rate)
Second Shift (Swing): Start time between 10:01 AM and 8:00 PM (Straight Time Rate +17.3%)
Third Shift (Graveyard): Start time between 8:01 PM and 5:59 AM (Straight Time Rate +31.4%)



CONTINGENCY ALLOCATION REQUEST

CAR No. 149 R0

Date: 8/27/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 408 Relocate Electrical Devices Wing Wall

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-1,940
	Subtotal:	-1,940

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to relocate 21 electrical devices due to the addition of wing walls per RFI 408.	Taft Electric Co	1,940
Reason: Wing walls were added for fire extinguisher cabinets.		
Requested By: SVA Architetcs		
Ref: RFI 408		
	Subtotal:	1,940

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Carl Magnus

Printed Name & Title *Project Director*

Date

9-20-18

Date



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2251 - Elm School
450 E Elm St,
Oxnard, California 93033
Phone: 805-654-7994

Change Order Request #023: RFI 408 Wing Walls -Electrical Device Relocation

TO:	Bernards 555 1st St San Fernando, California, 91340	FROM:	Taft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	023 / 0	CONTRACT:	1 - Elm School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matt Gobuty (Taft Electric Company)
STATUS:	Pending - In Review	CREATED DATE:	5/14 /2018
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$1,940.00

POTENTIAL CHANGE ORDER TITLE: RFI 408 Wing Walls -Electrical Device Relocation

CHANGE REASON: RFI Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

We are submitting the above cost for the additional work required to relocate (21) electrical devices due to to the addition of wing walls per the attached answer to RFI 408.

This change proposal is based on the usual cost elements such as labor, materials and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays and or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

ATTACHMENTS:



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 408

Project: Elm Elementary School Reconstruction Project

Date: 03-27-18

Discipline: Architectural

Subject: Wing Wall for Fire Extinguishers

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A1-11.1		
A1-11.2		

QUESTION

Due to the location of the doors needed to access to the mechanical closets per RFI #389, the fire extinguisher cabinets can no longer be installed in the locations shown on the plan. Please advise.

SUGGESTION

Build a wing wall (2x6) next to the mechanical closet or next to the entrance door in all classrooms in order to accommodate for the semi recessed fire extinguisher cabinets that must be near the exit and to avoid shear wall locations. Please see attached.

ANSWER

Suggestion above is acceptable.

Tom Bardwell SVA Architects 3/30/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Cecil Rodriguez	4/3/2018
Abdellatif Enterprises Inc	Hazem Abdella8f	4/3/2018

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.: 408

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 03-27-18
Discipline: Architectural

Subject: Wing Wall for Fire Extinguishers

Response Requested By: 04-03-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A1-11.1		
A1-11.2		

QUESTION

Due to the location of the doors needed to access to the mechanical closets per RFI #389, the fire extinguisher cabinets can no longer be installed in the locations shown on the plan Please advise

SUGGESTION

Build a wing wall (2x6) next to the mechanical closet or next to the entrance door in all classrooms in order to accommodate for the semi recessed fire extinguisher cabinets that must be near the exit and to avoid shear wall locations. Please see attached.

ANSWER

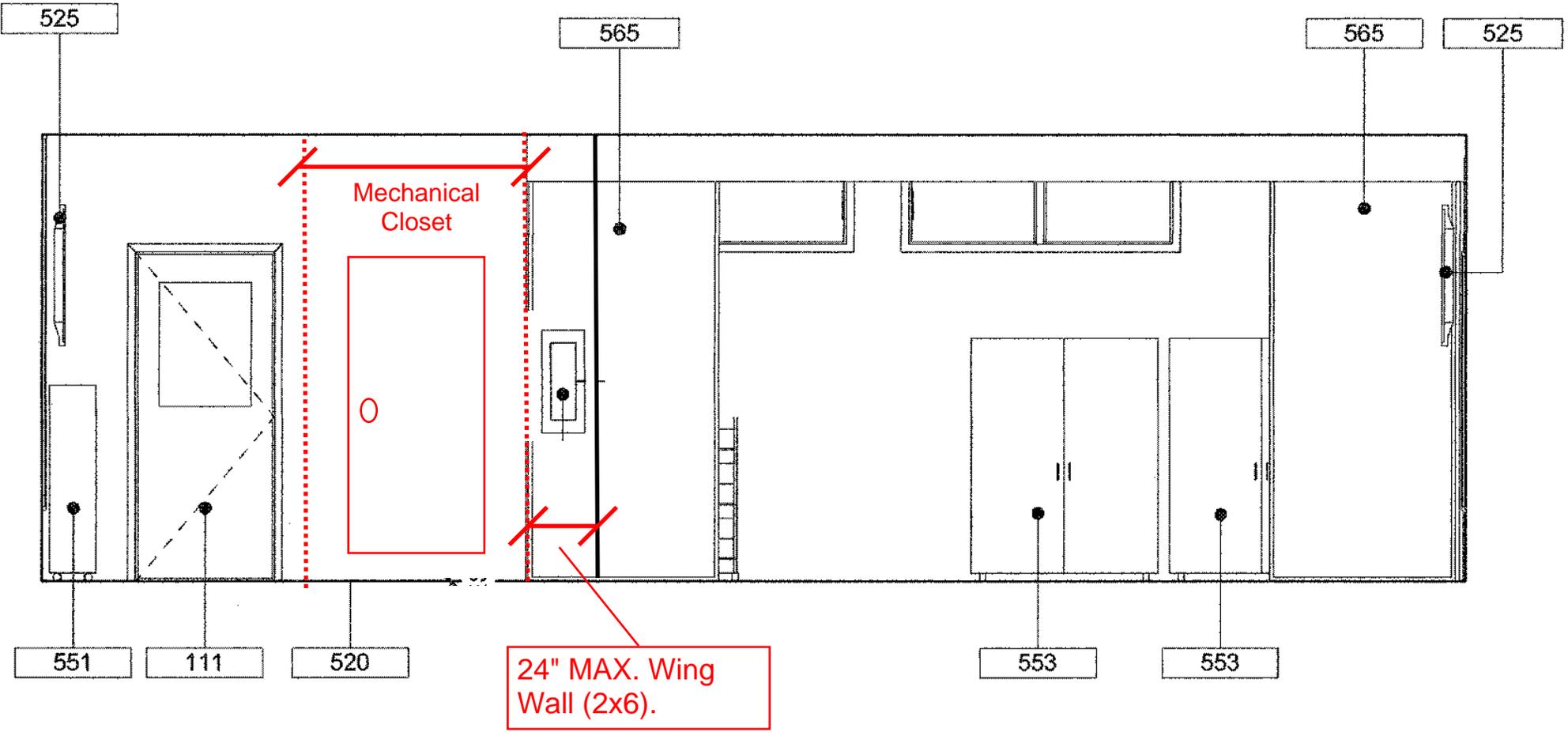
Suggestion above is acceptable.

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>3/30/18</u>
	Name	Company	Date

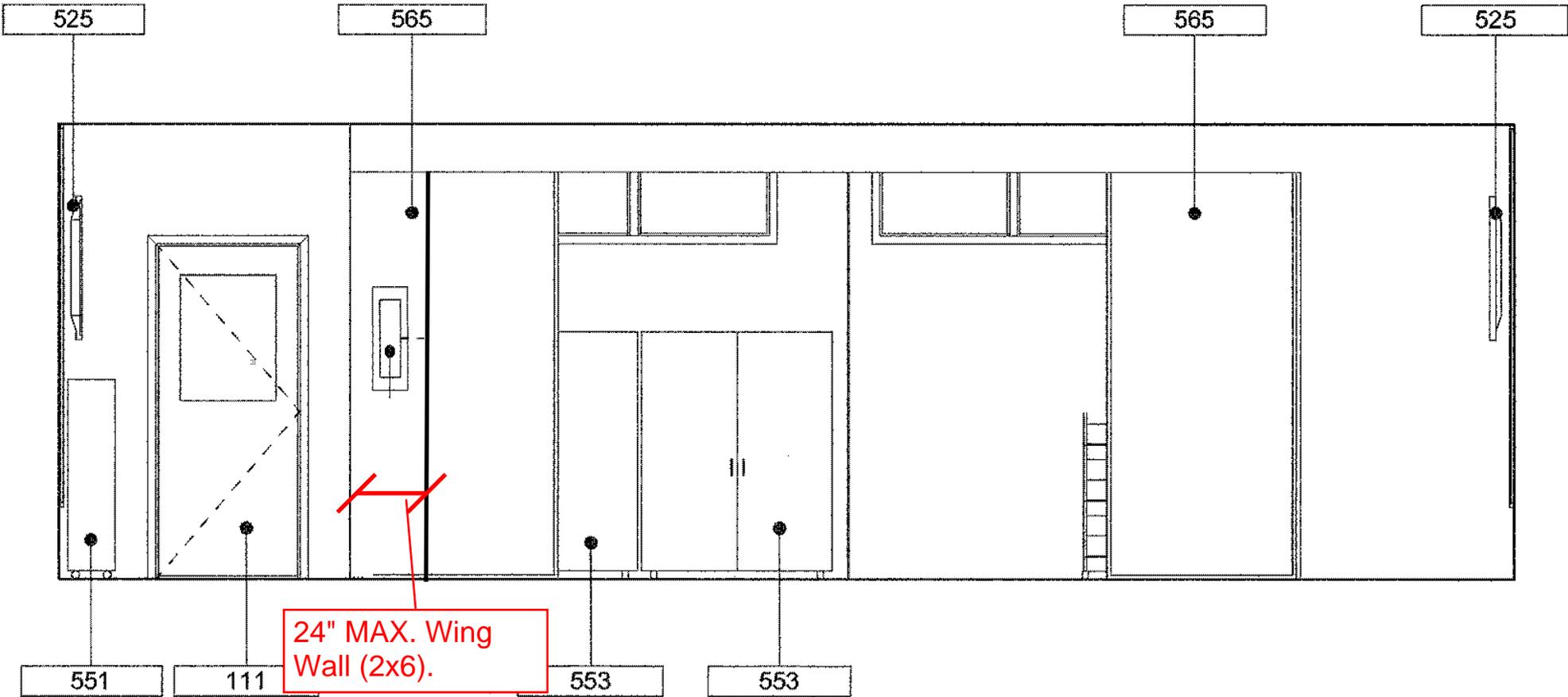
Question Initiated By: Alex Rivera - Bernards

Submitted By: Alex Rivera - Bernards

Wing Wall next to Mechanical closet



Wing Wall next to front door



2018 Rates

TAFT ELECTRIC CHANGE REQUEST PROPOSAL LABOR RATE CALCULATIONS

PROJECT: Elm School Reconstruction JOB# 2551 TEC CR#: 0
 CUST RFP#: 0

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$84.36
JOURNEYMAN	2.00	\$78.88
APPRENTICE	1.00	\$71.62
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$78.44

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$74.93
FOREMAN	0.00	\$69.80
JOURNEYMAN	0.00	\$64.65
APPRENTICE	0.00	\$53.56
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 9/25/2005

TAFT ELECTRIC CO.
Labor Rate
Jan 1 thru July 30 2018

VENTURA COUNTY
LOCAL 952

		JOURNYMAN			FOREMAN			GEN. FOREMAN		
		St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
Direct Cost p/ hour		\$74.77	\$106.81	\$138.84	\$80.25	\$114.96	\$149.67	\$85.72	\$123.12	\$160.51
Small Tools	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Safety	2.5%	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87
Clean Up	3.0%	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24
Totals		\$78.88	\$110.92	\$142.95	\$84.36	\$119.07	\$153.78	\$89.83	\$127.23	\$164.62
Mark Up	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$78.88	\$110.92	\$142.95	\$84.36	\$119.07	\$153.78	\$89.83	\$127.23	\$164.62

TAFT ELECTRIC COMPANY
 Labor Rate
 Jan 1 thru July 30 2018

VENTURA COUNTY
 LOCAL 952
 APPRENTICES

	JRYM	40%	45%	50%	60%	70%	85%			
Direct Cost	\$74.77	\$29.01	\$31.49	\$51.11	\$56.07	\$61.03	\$67.51	\$0.00	\$0.00	\$0.00
Small Tools (3%)	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Safety (2.5%)	3%	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87		
Clean Up (3%)	3%	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24		
Sub Total	\$78.88	\$33.12	\$35.60	\$55.22	\$60.18	\$65.14	\$71.62	\$0.00	\$0.00	\$0.00
Mark Up	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$78.88	\$33.12	\$35.60	\$55.22	\$60.18	\$65.14	\$71.62	\$0.00	\$0.00	\$0.00

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
 Period of January 1, 2018 to July 29, 2018

**VENTURA COUNTY
 LOCAL 952**

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 38.23	\$ 57.35	\$ 76.46	\$ 42.55	\$ 63.82	\$ 85.10	\$ 46.87	\$ 70.30	\$ 93.74
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.38	0.57	0.76	0.43	0.64	0.85	0.47	0.70	0.94
NAT. PENSION (3%)	1.15	1.72	2.29	1.28	1.91	2.55	1.41	2.11	2.81
UNION BURDEN	\$ 27.85	\$ 36.93	\$ 46.02	\$ 28.02	\$ 37.19	\$ 46.36	\$ 28.19	\$ 37.45	\$ 46.71
F.I.C.A. (7.65%)	\$ 2.92	\$ 4.39	\$ 5.85	\$ 3.26	\$ 4.88	\$ 6.51	\$ 3.59	\$ 5.38	\$ 7.17
F.U.I. (0.8%)	0.31	0.46	0.61	0.34	0.51	0.68	0.37	0.56	0.75
S.U.I. (6.2%)	2.37	3.56	4.74	2.64	3.96	5.28	2.91	4.36	5.81
TAX BURDEN	\$ 5.60	\$ 8.40	\$ 11.20	\$ 6.23	\$ 9.35	\$ 12.47	\$ 6.87	\$ 10.30	\$ 13.73
LIABILITY INSURANCE 5.4%	\$ 2.06	\$ 3.10	\$ 4.13	\$ 2.30	\$ 3.45	\$ 4.60	\$ 2.53	\$ 3.80	\$ 5.06
WORKMAN'S COMP	1.03	1.03	1.03	1.15	1.15	1.15	1.26	1.26	1.26
INSURANCE BURDEN	\$ 3.09	\$ 4.13	\$ 5.16	\$ 3.44	\$ 4.59	\$ 5.74	\$ 3.79	\$ 5.06	\$ 6.32
DIRECT COST PER HOUR	\$ 74.77	\$ 106.81	\$ 138.84	\$ 80.25	\$ 114.96	\$ 149.67	\$ 85.72	\$ 123.12	\$ 160.51
DIRECT COST PER DAY	\$ 598.19		\$ 64.06	\$ 641.99		\$ 69.42	\$ 685.80		\$ 74.78
DIRECT COST PER WEEK	\$ 2,990.95			\$ 3,209.97			\$ 3,428.98		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

Traffic Signal Technician

TAFT ELECTRIC CO.
LABOR BURDEN REPORT

Period of January 1, 2018 to July 29, 2018

VENTURA COUNTY
LOCAL 952

	St. Time	T.S Technician		Overscale T.S Technician		
		1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 28.67	\$ 43.01	\$ 57.35	\$ 38.23	\$ 57.35	\$ 76.46
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.25	0.25	0.25
N.E.I.F. (1%)	0.29	0.43	0.57	0.38	0.57	0.76
NAT. PENSION (3%)	<u>0.86</u>	<u>1.29</u>	<u>1.72</u>	<u>1.15</u>	<u>1.72</u>	<u>2.29</u>
UNION BURDEN	\$ 27.47	\$ 36.36	\$ 45.25	\$ 27.60	\$ 36.68	\$ 45.77
F.I.C.A. (7.65%)	\$ 2.19	\$ 3.29	\$ 4.39	\$ 2.92	\$ 4.39	\$ 5.85
F.U.I. (.8%)	0.23	0.34	0.46	0.31	0.46	0.61
S.U.I. (6.2%)	<u>1.78</u>	<u>2.67</u>	<u>3.56</u>	<u>2.37</u>	<u>3.56</u>	<u>4.74</u>
TAX BURDEN	\$ 4.20	\$ 6.30	\$ 8.40	\$ 5.60	\$ 8.40	\$ 11.20
LIABILITY INSURANCE	5.4% \$ 1.55	\$ 2.32	\$ 3.10	\$ 2.06	\$ 3.10	\$ 4.13
WORKMAN'S COMP	4.79% <u>1.37</u>	<u>1.37</u>	<u>1.37</u>	<u>1.14</u>	<u>1.14</u>	<u>1.14</u>
INSURANCE BURDEN	\$ 2.92	\$ 3.69	\$ 4.47	\$ 3.20	\$ 4.23	\$ 5.26
DIRECT COST PER HOUR	\$ 63.26	\$ 89.36	\$ 115.47	\$ 74.63	\$ 106.66	\$ 138.69
DIRECT COST PER DAY	\$ 506.08			\$ 597.04		
DIRECT COST PER WEEK	\$ 2,530.41			\$ 2,985.19		

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%

WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

CONDUIT CONSTRUCTION WORKER'S COMP RATES: 4.785%

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
 Period of January 1, 2018 to July 29, 2018

VENTURA COUNTY
 LOCAL 952

APPRENTICES - Indentured after 10/01/2012

	40%		45%		50%		60%		70%		85%							
WAGES	\$ 15.29	\$ 22.94	\$ 17.20	\$ 25.81	\$ 19.12	\$ 28.67	\$ 22.94	\$ 34.41	\$ 26.76	\$ 40.14	\$ 32.50	\$ 48.74						
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18						
LOCAL PENSION	-	-	-	-	16.64	24.96	16.64	24.96	16.64	24.96	16.64	24.96						
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00						
LMCC	-	-	-	-	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50						
NAT. PENSION (3%)	0.46	0.69	0.52	0.77	0.57	0.86	0.69	1.03	0.80	1.20	0.97	1.46						
N.E.I.F. (1%)	<u>0.15</u>	<u>0.23</u>	<u>0.17</u>	<u>0.26</u>	<u>0.19</u>	<u>0.29</u>	<u>0.23</u>	<u>0.34</u>	<u>0.27</u>	<u>0.40</u>	<u>0.32</u>	<u>0.49</u>						
UNION BURDEN	\$ 9.79	\$ 10.10	\$ 9.87	\$ 10.21	\$ 27.08	\$ 35.79	\$ 27.24	\$ 36.02	\$ 27.39	\$ 36.25	\$ 27.62	\$ 36.59						
F.I.C.A. (7.65%)	\$ 1.17	\$ 1.75	\$ 1.32	\$ 1.97	\$ 1.46	\$ 2.19	\$ 1.75	\$ 2.63	\$ 2.05	\$ 3.07	\$ 2.49	\$ 3.73						
F.U.I. (.8%)	0.12	0.18	0.14	0.21	0.15	0.23	0.18	0.28	0.21	0.32	0.26	0.39						
S.U.I. (6.2%)	<u>0.95</u>	<u>1.42</u>	<u>1.07</u>	<u>1.60</u>	<u>1.19</u>	<u>1.78</u>	<u>1.42</u>	<u>2.13</u>	<u>1.66</u>	<u>2.49</u>	<u>2.01</u>	<u>3.02</u>						
TAX BURDEN	\$ 2.24	\$ 3.36	\$ 2.52	\$ 3.78	\$ 2.80	\$ 4.20	\$ 3.36	\$ 5.04	\$ 3.92	\$ 5.88	\$ 4.76	\$ 7.14						
LIABILITY INSURANC 5.4%	\$ 0.83	\$ 1.24	\$ 0.93	\$ 1.39	\$ 1.03	\$ 1.55	\$ 1.24	\$ 1.86	\$ 1.45	\$ 2.17	\$ 1.75	\$ 2.63						
WORKMAN'S COMP	<u>0.87</u>	<u>0.87</u>	<u>0.97</u>	<u>0.97</u>	<u>1.08</u>	<u>1.08</u>	<u>1.30</u>	<u>1.30</u>	<u>1.51</u>	<u>1.51</u>	<u>0.88</u>	<u>0.88</u>						
INSURANCE BURDEN	\$ 1.69	\$ 2.10	\$ 1.90	\$ 2.37	\$ 2.11	\$ 2.63	\$ 2.54	\$ 3.16	\$ 2.96	\$ 3.68	\$ 2.63	\$ 3.51						
DIRECT COST PER HOUR	\$ 29.01	\$ 38.50	\$ 9.48	\$ 31.49	\$ 42.16	\$ 10.67	\$ 51.11	\$ 71.29	\$ 20.18	\$ 56.07	\$ 78.62	\$ 22.55	\$ 61.03	\$ 85.95	\$ 24.92	\$ 67.51	\$ 95.98	\$ 28.48
DIRECT COST PER DAY	\$ 232.12	\$ 308.00	\$ 251.95	\$ 337.32	\$ 408.91	\$ 570.32	\$ 448.58	\$ 570.32	\$ 488.25	\$ 488.25	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05
DIRECT COST PER WEEK	\$ 1,160.60	\$ 1,539.99	\$ 1,259.77	\$ 1,686.59	\$ 2,044.55	\$ 2,851.59	\$ 2,242.90	\$ 2,851.59	\$ 2,242.90	\$ 2,441.25	\$ 2,441.25	\$ 2,700.23	\$ 2,700.23	\$ 2,700.23	\$ 2,700.23	\$ 2,700.23	\$ 2,700.23	\$ 2,700.23

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%

WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
 Period of January 1, 2018 to July 29, 2018

Swing Shift Work
VENTURA COUNTY
LOCAL 952

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 44.84	\$ 67.26	\$ 89.68	\$ 49.91	\$ 74.87	\$ 99.82	\$ 54.98	\$ 82.47	\$ 109.96
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.45	0.67	0.90	0.50	0.75	1.00	0.55	0.82	1.10
NAT. PENSION (3%)	1.35	2.02	2.69	1.50	2.25	2.99	1.65	2.47	3.30
UNION BURDEN	\$ 28.11	\$ 37.33	\$ 46.55	\$ 28.32	\$ 37.63	\$ 46.95	\$ 28.52	\$ 37.94	\$ 47.36
F.I.C.A. (7.65%)	\$ 3.43	\$ 5.15	\$ 6.86	\$ 3.82	\$ 5.73	\$ 7.64	\$ 4.21	\$ 6.31	\$ 8.41
F.U.I. (0.8%)	0.36	0.54	0.72	0.40	0.60	0.80	0.44	0.66	0.88
S.U.I. (6.2%)	2.78	4.17	5.56	3.09	4.64	6.19	3.41	5.11	6.82
TAX BURDEN	\$ 6.57	\$ 9.85	\$ 13.14	\$ 7.31	\$ 10.97	\$ 14.62	\$ 8.05	\$ 12.08	\$ 16.11
LIABILITY INSURANCE 5.4%	\$ 2.42	\$ 3.63	\$ 4.84	\$ 2.70	\$ 4.04	\$ 5.39	\$ 2.97	\$ 4.45	\$ 5.94
WORKMAN'S COMP	1.21	1.21	1.21	1.34	1.34	1.34	1.48	1.48	1.48
INSURANCE BURDEN	\$ 3.63	\$ 4.84	\$ 6.05	\$ 4.04	\$ 5.39	\$ 6.73	\$ 4.45	\$ 5.93	\$ 7.42
DIRECT COST PER HOUR	\$ 83.15	\$ 119.28	\$ 155.42	\$ 89.58	\$ 128.85	\$ 168.13	\$ 96.00	\$ 138.42	\$ 180.85
DIRECT COST PER DAY	\$ 665.21			\$ 716.62			\$ 768.03		
DIRECT COST PER WEEK	\$ 3,326.06			\$ 3,583.10			\$ 3,840.13		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

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Swing Shift Work
VENTURA COUNTY
LOCAL 952

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
 Period of January 1, 2018 to July 29, 2018

APPRENTICES - Indentured after 10/01/2012

	40%	45%	50%	60%	70%	85%
WAGES	\$ 17.94	\$ 20.18	\$ 22.43	\$ 26.91	\$ 31.39	\$ 38.12
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	-	-	16.64	16.64	16.64	16.64
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	-	-	0.50	0.50	0.50	0.50
NAT. PENSION (3%)	0.54	0.61	0.67	0.81	0.94	1.14
N.E.I.F. (1%)	<u>0.18</u>	<u>0.20</u>	<u>0.22</u>	<u>0.27</u>	<u>0.31</u>	<u>0.38</u>
UNION BURDEN	\$ 9.90	\$ 9.99	\$ 27.22	\$ 27.40	\$ 27.58	\$ 27.84
F.I.C.A. (7.65%)	\$ 1.37	\$ 1.54	\$ 1.72	\$ 2.06	\$ 2.40	\$ 2.92
F.U.I. (.8%)	0.14	0.16	0.18	0.22	0.25	0.30
S.U.I. (6.2%)	<u>1.11</u>	<u>1.25</u>	<u>1.39</u>	<u>1.67</u>	<u>1.95</u>	<u>2.36</u>
TAX BURDEN	\$ 2.63	\$ 2.96	\$ 3.29	\$ 3.94	\$ 4.60	\$ 5.58
LIABILITY INSURANC 5.4%	\$ 0.97	\$ 1.09	\$ 1.21	\$ 1.45	\$ 1.70	\$ 2.06
WORKMAN'S COMP	<u>1.02</u>	<u>1.14</u>	<u>1.27</u>	<u>1.52</u>	<u>1.78</u>	<u>1.03</u>
INSURANCE BURDEN	\$ 1.98	\$ 2.23	\$ 2.48	\$ 2.98	\$ 3.47	\$ 3.09
DIRECT COST PER HOUR	\$ 32.45	\$ 35.36	\$ 55.41	\$ 61.22	\$ 67.04	\$ 74.63
DIRECT COST PER DAY	\$ 259.60	\$ 282.84	\$ 443.31	\$ 489.80	\$ 536.28	\$ 597.08
DIRECT COST PER WEEK	\$ 1,297.98	\$ 1,414.20	\$ 2,216.54	\$ 2,448.98	\$ 2,681.41	\$ 2,985.38

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%

WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

5.658%
2.693%

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
 Period of January 1, 2018 to July 29, 2018

Grave Shift Work
VENTURA COUNTY
LOCAL 952

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 50.23	\$ 75.35	\$ 100.46	\$ 55.91	\$ 83.87	\$ 111.82	\$ 61.59	\$ 92.39	\$ 123.18
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.50	0.75	1.00	0.56	0.84	1.12	0.62	0.92	1.23
NAT. PENSION (3%)	1.51	2.26	3.01	1.68	2.52	3.35	1.85	2.77	3.70
UNION BURDEN	\$ 28.33	\$ 37.65	\$ 46.98	\$ 28.56	\$ 37.99	\$ 47.43	\$ 28.78	\$ 38.34	\$ 47.89
F.I.C.A. (7.65%)	\$ 3.84	\$ 5.76	\$ 7.69	\$ 4.28	\$ 6.42	\$ 8.55	\$ 4.71	\$ 7.07	\$ 9.42
F.U.I. (0.8%)	0.40	0.60	0.80	0.45	0.67	0.89	0.49	0.74	0.99
S.U.I. (6.2%)	3.11	4.67	6.23	3.47	5.20	6.93	3.82	5.73	7.64
TAX BURDEN	\$ 7.36	\$ 11.04	\$ 14.72	\$ 8.19	\$ 12.29	\$ 16.38	\$ 9.02	\$ 13.53	\$ 18.05
LIABILITY INSURANCE 5.4%	\$ 2.71	\$ 4.07	\$ 5.42	\$ 3.02	\$ 4.53	\$ 6.04	\$ 3.33	\$ 4.99	\$ 6.65
WORKMAN'S COMP	1.35	1.35	1.35	1.51	1.51	1.51	1.66	1.66	1.66
INSURANCE BURDEN	\$ 4.07	\$ 5.42	\$ 6.78	\$ 4.52	\$ 6.03	\$ 7.54	\$ 4.98	\$ 6.65	\$ 8.31
DIRECT COST PER HOUR	\$ 89.98	\$ 129.46	\$ 168.93	\$ 97.18	\$ 140.18	\$ 183.18	\$ 104.38	\$ 150.90	\$ 197.42
DIRECT COST PER DAY	\$ 719.86			\$ 777.46			\$ 835.05		
DIRECT COST PER WEEK	\$ 3,599.32			\$ 3,887.28			\$ 4,175.24		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%



Los Angeles County Chapter
 National Electrical Contractors Association
 100 E. Corson Street, Suite 410
 Pasadena, CA 91103
 626.792.6322
 www.laneca.org

IMPORTANT: Labor Relations Bulletin

IBEW Local 952 (Ventura County) Inside Wiremen's Agreement

Rates effective January 1, 2018 through July 29, 2018

The **\$0.95** increase effective 1/1/18 will be allocated as follows: **\$0.51** to wages and **\$0.39** to health. Additionally, there will be a **\$0.05** increase to LMCC. Accordingly, the wages and fringe benefits will be:

	Employer Contributions								Employee Deductions			
	Wage (Zone A) ^(a)	NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 46.87	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 42.55	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman	\$ 38.23	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 42.05	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 28.67	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
									See			
Apprentices: Period 1, 1st Year, 40%	\$ 15.29	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	---
Period 2, 1st Year, 45%	\$ 17.20	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	---
Period 3, 2nd Year, 50%	\$ 19.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 22.94	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 26.76	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 5th Year, 85%	\$ 32.50	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

- (a) For Zone B wages, add \$5.00 to all wage rates. See Section 3.16(b) and (c) of the Agreement for Zone definitions.
- (b) NEBF contribution is an amount equal to 3% of the gross wage.
- (c) First year apprentices and unindentured apprentices are excluded from Local Pension and LMCC. For OT and DT work, pension contribution is made at the appropriate rate (i.e., 1.5x or 2x, respectively).
- (d) NEIF contribution is an amount equal to 1% of gross wage and is paid by NECA members only. AMF contribution is an amount equal to 0.5% of gross wage and is paid by non-NECA contractors only.
- (e) Voluntary authorization required. Employee option of \$0.00 deduction, or a \$0.05 deduction for COPE and/or a \$0.05 deduction for the Charity League.
- (f) Applies to 70% apprentices and above.
- (g) Employee may opt to make a voluntary employee deduction of 0%, 3%, 6%, 9% or 15%. 35%, 40% and 45% apprentices are excluded from the 401(k) plan.
- (h) Voluntary written authorization required in advance, and is usually provided at time of dispatch. Amount is subject to change as determined by LU 952.

Future increases:

Effective Date	Amount to be allocated	Amount to LMCC
7/30/2018	+ \$0.85	---
12/31/2018	+ \$0.95	---
7/29/2019	+ \$0.90	---
12/30/2019	+ \$0.95	+ \$0.05
7/27/2020	+ \$0.90	---
9/30/2020	Contract expiration date	

Shift rates:

Swing Shift	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 54.98	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 49.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (swing shift)	\$ 44.84	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 49.32	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 33.63	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 17.94	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See footnote (e)	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 20.18	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 22.43	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 26.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 31.39	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 5th Year, 85%	\$ 38.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

Graveyard Shift	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 61.59	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 55.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (graveyard shift)	\$ 50.23	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 55.25	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 37.67	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 20.09	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See footnote (e)	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 22.60	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 25.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 30.14	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 35.16	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 5th Year, 85%	\$ 42.71	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

See Page 1 for all footnotes

Information regarding shifts:

1. Working a day shift only is not considered a "shift" under the terms of the agreement.
2. The day shift is the first shift, the swing shift is the second shift and the graveyard shift is the third shift. Thus, the regular work week begins Monday morning with the first shift and ends Saturday morning with the third shift. The graveyard shift for Friday ends on Saturday morning, therefore Saturday's overtime rate does not apply. This is also true for shifts that end on Sundays and holidays.
3. One (1) employee constitutes the establishment of a "shift."
4. Where shifts are worked overtime, after the regular shift the applicable overtime rate (1½ times up to 12 hours worked) shall apply in the addition to the designated shift differential pay. However, the shift differential is not paid on overtime days -- which includes Saturdays, Sundays, holidays and overtime days on approved four ten-hour day workweeks. Double the straight time rate of pay is the maximum amount paid for any work.
5. Shifts must be a minimum of five (5) days duration, which may include Saturday, Sunday and holidays. (This requirement applies to the scheduling and performance of work, not the uninterrupted presence of a particular individual or individuals on the job.)
6. Either the swing or graveyard shifts may be worked alone without the requirement of a day shift.
7. While the shift must last for a minimum of five days duration, it is not necessary for each employee to work the five days in order to fall under the shift work provisions of the agreement.
8. Per Section 3.12 of the agreement, the shift rate of pay is determined by the start time of the shift (see chart below).

First Shift (Day Shift): Start time between 6:00 AM and 10:00 AM (Straight Time Rate)
Second Shift (Swing): Start time between 10:01 AM and 8:00 PM (Straight Time Rate +17.3%)
Third Shift (Graveyard): Start time between 8:01 PM and 5:59 AM (Straight Time Rate +31.4%)



Los Angeles County Chapter
 National Electrical Contractors Association
 100 E. Corson Street, Suite 410
 Pasadena, CA 91103
 626.792.6322
 www.laneca.org

IMPORTANT: Labor Relations Bulletin

IBEW Local 952 (Ventura County) Intelligent Transportation Systems Agreement

Rates effective January 1, 2018 through July 29, 2018

The **\$0.95** increase effective 1/1/18 will be allocated as follows: **\$0.51** to wages and **\$0.39** to health. Additionally, there will be a **\$0.05** increase to LMCC. Accordingly, the wages and fringe benefits will be:

	Employer Contributions								Employee Deductions			
	Wage (Zone A) ^(a)	NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 46.87	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 42.55	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman	\$ 38.23	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 28.67	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	See	\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 15.29	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	---
Period 2, 1st Year, 45%	\$ 17.20	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	---
Period 3, 2nd Year, 50%	\$ 19.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 22.94	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 26.76	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 4th Year, 85%	\$ 32.50	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

- (a) For Zone B wages, add \$5.00 to all wage rates. See Section 3.16(b) and (c) of the Agreement for Zone definitions.
- (b) NEBF contribution is an amount equal to 3% of the gross wage.
- (c) First year apprentices and unindentured apprentices are excluded from Local Pension and LMCC. For OT and DT work, pension contribution is made at the appropriate rate (i.e., 1.5x or 2x, respectively).
- (d) NEIF contribution is an amount equal to 1% of gross wage and is paid by NECA members only. AMF contribution is an amount equal to 0.5% of gross wage and is paid by non-NECA contractors only.
- (e) Voluntary authorization required. Employee option of \$0.00 deduction, or a \$0.05 deduction for COPE and/or a \$0.05 deduction for the Charity League.
- (f) Applies to 70% apprentices and above.
- (g) Employee may opt to make a voluntary employee deduction of 0%, 3%, 6%, 9% or 15%. 35%, 40% and 45% apprentices are excluded from the 401(k) plan.
- (h) Voluntary written authorization required in advance, and is usually provided at time of dispatch. Amount is subject to change as determined by LU 952.

Future increases:

Effective Date	Amount to be allocated	Amount to LMCC
7/30/2018	+ \$0.85	---
12/31/2018	+ \$0.95	---
7/29/2019	+ \$0.90	---
12/30/2019	+ \$0.95	+ \$0.05
7/27/2020	+ \$0.90	---
9/30/2020	Contract expiration date	

Shift rates:

Swing Shift	Wage (Zone A) ^(a)	Employer Contributions							COPE/Charity League ^(e)	Employee Deductions		
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)		Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 54.98	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 49.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (swing shift)	\$ 44.84	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 33.63	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 17.94	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 20.18	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 22.43	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	on first	\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 26.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	page.	\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 31.39	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 4th Year, 85%	\$ 38.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

Graveyard Shift	Wage (Zone A) ^(a)	Employer Contributions							COPE/Charity League ^(e)	Employee Deductions		
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)		Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 61.59	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 55.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (graveyard shift)	\$ 50.23	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 37.67	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 20.09	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 22.60	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 25.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	on first	\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 30.14	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	page.	\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 35.16	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 4th Year, 85%	\$ 42.71	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

See Page 1 for all footnotes

Information regarding shifts:

1. Working a day shift only is not considered a "shift" under the terms of the agreement.
2. The day shift is the first shift, the swing shift is the second shift and the graveyard shift is the third shift. Thus, the regular work week begins Monday morning with the first shift and ends Saturday morning with the third shift. The graveyard shift for Friday ends on Saturday morning, therefore Saturday's overtime rate does not apply. This is also true for shifts that end on Sundays and holidays.
3. One (1) employee constitutes the establishment of a "shift."
4. Where shifts are worked overtime, after the regular shift the applicable overtime rate (1½ times up to 12 hours worked) shall apply in the addition to the designated shift differential pay. However, the shift differential is not paid on overtime days -- which includes Saturdays, Sundays, holidays and overtime days on approved four ten-hour day workweeks. Double the straight time rate of pay is the maximum amount paid for any work.
5. Shifts must be a minimum of five (5) days duration, which may include Saturday, Sunday and holidays. (This requirement applies to the scheduling and performance of work, not the uninterrupted presence of a particular individual or individuals on the job.)
6. Either the swing or graveyard shifts may be worked alone without the requirement of a day shift.
7. While the shift must last for a minimum of five days duration, it is not necessary for each employee to work the five days in order to fall under the shift work provisions of the agreement.
8. Per Section 3.12 of the agreement, the shift rate of pay is determined by the start time of the shift (see chart below).

First Shift (Day Shift): Start time between 6:00 AM and 10:00 AM (Straight Time Rate)
Second Shift (Swing): Start time between 10:01 AM and 8:00 PM (Straight Time Rate +17.3%)
Third Shift (Graveyard): Start time between 8:01 PM and 5:59 AM (Straight Time Rate +31.4%)



CONTINGENCY ALLOCATION REQUEST

CAR No. 151 R0

Date: 8/27/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 413 Power To VAVs

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-6,457
	Subtotal:	-6,457

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add power and disconnects for VAVs and one homerun to Panel AL1.	Taft Electric Co	6,457
Reason: Not shown on plans.		
Requested By; SVA Architects		
Ref: RFI 413		
	Subtotal:	6,457
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

[Handwritten Signature]
Carl Magness Project Executive
 8-20-18



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2251 - Elm School
450 E Elm St,
Oxnard, California 93033
Phone: 805-654-7994

Change Order Request #025: RFI 413 Admin VAV Circuit

TO:	Bernards 555 1st St San Fernando, California, 91340	FROM:	Taft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	025 / 0	CONTRACT:	1 - Elm School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matt Gobuty (Taft Electric Company)
STATUS:	Pending - In Review	CREATED DATE:	5/16 /2018
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$6,457.00

POTENTIAL CHANGE ORDER TITLE: RFI 413 Admin VAV Circuit

CHANGE REASON: RFI Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

We are submitting the above cost for the additional work required as directed in RFI 413 Admin VAV Circuit

This includes:

- Connections and means of disconnect at (14) VAVs
- One Homerun to panel AL1 existing 20A spare

This change proposal is based on the usual cost elements such as labor, materials and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays and or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

EXCLUSIONS

- Any HVAC equipment to be provided and installed by MC
- Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
- Any and all parts and labor not specifically listed above or within.
- Any costs associated with the design, engineering (including wet stamps), or approval process.
- Any access panels.

ATTACHMENTS:

Job ID: 2551 ELM SCHOOL COR
Project: 2551 Elm School COR



Takeoff

Vendor: TAFT **Labor Level:** LABOR 1 **16 May 2018 13:58:09**

Region: COR 025 ADMIN VAVS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	14.00		M	1/2"	SMALL EQUIP CONN	0.0000	0.00	0.0000	0.00
210001	14.00	EA	M		SMALL EQUIPMENT CONNECTION	0.0000	0.00	0.6000	8.40
150041	14.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	4.2652	59.71	0.3000	4.20
160573	84.00	EA	M	#10 x 1"	TEK SCREW	0.0196	1.65	0.0240	2.02
100080	14.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	10.50	0.0400	0.56
100095	4.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.54	0.0390	0.16
100094	14.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	1.81	0.0325	0.46
100269	28.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.01	0.0250	0.70
50001	160.00	FT	M	1/2	FLEXIBLE STEEL CONDUIT	0.5819	93.10	0.0400	6.40
50045	14.00	EA	M	1/2	FLEX COND ANGLE INS-THROAT CONN	4.2832	59.96	0.1440	2.02
50056	14.00	EA	M	1/2	FLEX COND STRAIGHT INS-THROAT CONN	3.1313	43.84	0.1200	1.68
70029	800.00	FT	M	12	THHN/THWN CU (SOL)	0.1171	93.68	0.0060	4.80
100152	3.00	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.1600	0.48
160552	14.00	EA	M		DEVICE SUPPORT	5.6000	78.40	0.0500	0.70
10046	100.00	FT	M	1/2	EMT	0.5080	50.80	0.0450	4.50
30136	5.00	EA	M	1/2	EMT STEEL-COMP COUPLING	0.4534	2.27	0.2500	1.25
30216	4.00	EA	M	1/2	EMT STEEL COMP CONNECTOR	0.3846	1.54	0.1200	0.48
630064	6.00	EA	M	1/2	COND PUSH-IN HGR TO SCREW-ON STUD-WALL	1.3102	7.86	0.2500	1.50
70	22.00		M		CONDUIT SUPPORT 1/2" - 1"	5.8990	129.78	0.1250	2.75
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
140272	14.00	EA	M	20A	1P TOGGLE SPECIFICATION -GRADE	11.8860	166.40	0.2500	3.50
150094	14.00	EA	M	1/2"D 7.3-CI	4"SQ 1-SW RAISED CVR	2.0946	29.32	0.2000	2.80
Phase Totals:							831.31		49.49
Job Totals:							831.31		49.49

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121
Web: www.taftelectric.com



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 413

Project: Elm Elementary School Reconstruction Project

Date: 04-13-18

Discipline: Electrical

Subject: Admin. VAV Circuits and Controller

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M003		
M3-1.1		

QUESTION

Ref. M003, M3-1.1

It has been brought to our attention that there are (11) VAV units in the Admin Building that require 120v power.

1. Please provide an updated panel schedule providing 120v 20A circuits for these VAVs. We will install a 20A motor rated switch in a 4S box with raised cover at each unit as a means of disconnect.

2. Please also provide a location and circuit for the Mitsubishi AE-200A HVAC controllers.

ANSWER

Power for VAV and HVAC controller location per attached drawing

Bahram Roshanian

04/26/2018

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	4/30/2018
Taft Electric Co	Matt Gobuty	4/30/2018

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: Matt Gobuty - Taft Electric Co - Author Number: 114

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 413

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Admin. VAV Circuits and Controller

Date: 04-13-18
Discipline: Electrical

Response Requested By: 04-20-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M003		
M3-1.1		

QUESTION

Ref. M003, M3-1.1

It has been brought to our attention that there are (11) VAV units in the Admin Building that require 120v power.

1. Please provide an updated panel schedule providing 120v 20A circuits for these VAVs. We will install a 20A motor rated switch in a 4S boxe with raised cover at each unit as a means of disconnect
2. Please also provide a location and circuit for the Mitsubishi AE-200A HVAC controllers.

ANSWER

Power for VAV and HVAC controller location per attached drawing.

Bahram Roshanian
04/26/2018

Response Provided By: _____
Name Company Date

Question Initiated By: Matt Gobuty - Taft Electric Co- Author Number: 114

Submitted By: Gina Sierra - Bernards



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2251 - Elm School
450 E Elm St,
Oxnard, California 93033
Phone: 805-654-7994

Admin VAV Circuits and Controller

TO:	Gina Sierra (Bernards)	FROM:	Matt Gobuty (Taft Electric Company) 1694 Eastman Avenue Ventura, California 93003
DATE INITIATED:	04/12/2018	STATUS:	Open
LOCATION:		DUE DATE:	04/17/2018
COST CODE:		REFERENCE:	
COST IMPACT:	Yes (Unknown)	SCHEDULE IMPACT:	Yes (Unknown)
DRAWING NUMBER:		SPEC SECTION:	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Matt Gobuty (Taft Electric Company) at 03:03 PM on 04/12/2018

It has been brought to our attention that there are (11) VAV units in the Admin Building that require 120v power. Please provide an updated panel schedule providing 120v 20A circuits for these VAVs.
We will install a 20A motor rated switch in a 4S boxe with raised cover at each unit as a means of disconnect.

Please also provide a location and circuit for the Mitsubishi AE-200A HVAC controllers.

Awaiting an Official Response

All Replies:

BY _____ DATE _____ COPIES TO _____

2018 Rates

TAFT ELECTRIC CHANGE REQUEST PROPOSAL LABOR RATE CALCULATIONS

PROJECT: Elm School Reconstruction JOB# 2551 TEC CR#: 0
 CUST RFP#: 0

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$84.36
JOURNEYMAN	2.00	\$78.88
APPRENTICE	1.00	\$71.62
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$78.44

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$74.93
FOREMAN	0.00	\$69.80
JOURNEYMAN	0.00	\$64.65
APPRENTICE	0.00	\$53.56
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 9/25/2005

TAFT ELECTRIC CO.
Labor Rate
Jan 1 thru July 30 2018

VENTURA COUNTY
LOCAL 952

		JOURNYMAN			FOREMAN			GEN. FOREMAN		
		St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
Direct Cost p/ hour		\$74.77	\$106.81	\$138.84	\$80.25	\$114.96	\$149.67	\$85.72	\$123.12	\$160.51
Small Tools	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Safety	2.5%	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87
Clean Up	3.0%	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24
Totals		\$78.88	\$110.92	\$142.95	\$84.36	\$119.07	\$153.78	\$89.83	\$127.23	\$164.62
Mark Up	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$78.88	\$110.92	\$142.95	\$84.36	\$119.07	\$153.78	\$89.83	\$127.23	\$164.62

TAFT ELECTRIC COMPANY
Labor Rate
Jan 1 thru July 30 2018

VENTURA COUNTY
LOCAL 952
APPRENTICES

	JRYM	40%	45%	50%	60%	70%	85%			
Direct Cost	\$74.77	\$29.01	\$31.49	\$51.11	\$56.07	\$61.03	\$67.51	\$0.00	\$0.00	\$0.00
Small Tools (3%)	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Safety (2.5%)	3%	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87		
Clean Up (3%)	3%	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24		
Sub Total	\$78.88	\$33.12	\$35.60	\$55.22	\$60.18	\$65.14	\$71.62	\$0.00	\$0.00	\$0.00
Mark Up	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$78.88	\$33.12	\$35.60	\$55.22	\$60.18	\$65.14	\$71.62	\$0.00	\$0.00	\$0.00

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
 Period of January 1, 2018 to July 29, 2018

**VENTURA COUNTY
 LOCAL 952**

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 38.23	\$ 57.35	\$ 76.46	\$ 42.55	\$ 63.82	\$ 85.10	\$ 46.87	\$ 70.30	\$ 93.74
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.38	0.57	0.76	0.43	0.64	0.85	0.47	0.70	0.94
NAT. PENSION (3%)	1.15	1.72	2.29	1.28	1.91	2.55	1.41	2.11	2.81
UNION BURDEN	\$ 27.85	\$ 36.93	\$ 46.02	\$ 28.02	\$ 37.19	\$ 46.36	\$ 28.19	\$ 37.45	\$ 46.71
F.I.C.A. (7.65%)	\$ 2.92	\$ 4.39	\$ 5.85	\$ 3.26	\$ 4.88	\$ 6.51	\$ 3.59	\$ 5.38	\$ 7.17
F.U.I. (0.8%)	0.31	0.46	0.61	0.34	0.51	0.68	0.37	0.56	0.75
S.U.I. (6.2%)	2.37	3.56	4.74	2.64	3.96	5.28	2.91	4.36	5.81
TAX BURDEN	\$ 5.60	\$ 8.40	\$ 11.20	\$ 6.23	\$ 9.35	\$ 12.47	\$ 6.87	\$ 10.30	\$ 13.73
LIABILITY INSURANCE 5.4%	\$ 2.06	\$ 3.10	\$ 4.13	\$ 2.30	\$ 3.45	\$ 4.60	\$ 2.53	\$ 3.80	\$ 5.06
WORKMAN'S COMP	1.03	1.03	1.03	1.15	1.15	1.15	1.26	1.26	1.26
INSURANCE BURDEN	\$ 3.09	\$ 4.13	\$ 5.16	\$ 3.44	\$ 4.59	\$ 5.74	\$ 3.79	\$ 5.06	\$ 6.32
DIRECT COST PER HOUR	\$ 74.77	\$ 106.81	\$ 138.84	\$ 80.25	\$ 114.96	\$ 149.67	\$ 85.72	\$ 123.12	\$ 160.51
DIRECT COST PER DAY	\$ 598.19		\$ 64.06	\$ 641.99		\$ 69.42	\$ 685.80		\$ 74.78
DIRECT COST PER WEEK	\$ 2,990.95			\$ 3,209.97			\$ 3,428.98		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

Traffic Signal Technician

TAFT ELECTRIC CO.
LABOR BURDEN REPORT

Period of January 1, 2018 to July 29, 2018

VENTURA COUNTY
LOCAL 952

	St. Time	T.S Technician		Overscale T.S Technician		
		1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 28.67	\$ 43.01	\$ 57.35	\$ 38.23	\$ 57.35	\$ 76.46
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.25	0.25	0.25
N.E.I.F. (1%)	0.29	0.43	0.57	0.38	0.57	0.76
NAT. PENSION (3%)	<u>0.86</u>	<u>1.29</u>	<u>1.72</u>	<u>1.15</u>	<u>1.72</u>	<u>2.29</u>
UNION BURDEN	\$ 27.47	\$ 36.36	\$ 45.25	\$ 27.60	\$ 36.68	\$ 45.77
F.I.C.A. (7.65%)	\$ 2.19	\$ 3.29	\$ 4.39	\$ 2.92	\$ 4.39	\$ 5.85
F.U.I. (.8%)	0.23	0.34	0.46	0.31	0.46	0.61
S.U.I. (6.2%)	<u>1.78</u>	<u>2.67</u>	<u>3.56</u>	<u>2.37</u>	<u>3.56</u>	<u>4.74</u>
TAX BURDEN	\$ 4.20	\$ 6.30	\$ 8.40	\$ 5.60	\$ 8.40	\$ 11.20
LIABILITY INSURANCE	5.4% \$ 1.55	\$ 2.32	\$ 3.10	\$ 2.06	\$ 3.10	\$ 4.13
WORKMAN'S COMP	4.79% <u>1.37</u>	<u>1.37</u>	<u>1.37</u>	<u>1.14</u>	<u>1.14</u>	<u>1.14</u>
INSURANCE BURDEN	\$ 2.92	\$ 3.69	\$ 4.47	\$ 3.20	\$ 4.23	\$ 5.26
DIRECT COST PER HOUR	\$ 63.26	\$ 89.36	\$ 115.47	\$ 74.63	\$ 106.66	\$ 138.69
DIRECT COST PER DAY	\$ 506.08			\$ 597.04		
DIRECT COST PER WEEK	\$ 2,530.41			\$ 2,985.19		

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%

WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

CONDUIT CONSTRUCTION WORKER'S COMP RATES: 4.785%

**TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT**
Period of January 1, 2018 to July 29, 2018

VENTURA COUNTY
LOCAL 952

APPRENTICES - Indentured after 10/01/2012

	40%		45%		50%		60%		70%		85%							
WAGES	\$ 15.29	\$ 22.94	\$ 17.20	\$ 25.81	\$ 19.12	\$ 28.67	\$ 22.94	\$ 34.41	\$ 26.76	\$ 40.14	\$ 32.50	\$ 48.74						
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18						
LOCAL PENSION	-	-	-	-	16.64	24.96	16.64	24.96	16.64	24.96	16.64	24.96						
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00						
LMCC	-	-	-	-	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50						
NAT. PENSION (3%)	0.46	0.69	0.52	0.77	0.57	0.86	0.69	1.03	0.80	1.20	0.97	1.46						
N.E.I.F. (1%)	<u>0.15</u>	<u>0.23</u>	<u>0.17</u>	<u>0.26</u>	<u>0.19</u>	<u>0.29</u>	<u>0.23</u>	<u>0.34</u>	<u>0.27</u>	<u>0.40</u>	<u>0.32</u>	<u>0.49</u>						
UNION BURDEN	\$ 9.79	\$ 10.10	\$ 9.87	\$ 10.21	\$ 27.08	\$ 35.79	\$ 27.24	\$ 36.02	\$ 27.39	\$ 36.25	\$ 27.62	\$ 36.59						
F.I.C.A. (7.65%)	\$ 1.17	\$ 1.75	\$ 1.32	\$ 1.97	\$ 1.46	\$ 2.19	\$ 1.75	\$ 2.63	\$ 2.05	\$ 3.07	\$ 2.49	\$ 3.73						
F.U.I. (.8%)	0.12	0.18	0.14	0.21	0.15	0.23	0.18	0.28	0.21	0.32	0.26	0.39						
S.U.I. (6.2%)	<u>0.95</u>	<u>1.42</u>	<u>1.07</u>	<u>1.60</u>	<u>1.19</u>	<u>1.78</u>	<u>1.42</u>	<u>2.13</u>	<u>1.66</u>	<u>2.49</u>	<u>2.01</u>	<u>3.02</u>						
TAX BURDEN	\$ 2.24	\$ 3.36	\$ 2.52	\$ 3.78	\$ 2.80	\$ 4.20	\$ 3.36	\$ 5.04	\$ 3.92	\$ 5.88	\$ 4.76	\$ 7.14						
LIABILITY INSURANC 5.4%	\$ 0.83	\$ 1.24	\$ 0.93	\$ 1.39	\$ 1.03	\$ 1.55	\$ 1.24	\$ 1.86	\$ 1.45	\$ 2.17	\$ 1.75	\$ 2.63						
WORKMAN'S COMP	<u>0.87</u>	<u>0.87</u>	<u>0.97</u>	<u>0.97</u>	<u>1.08</u>	<u>1.08</u>	<u>1.30</u>	<u>1.30</u>	<u>1.51</u>	<u>1.51</u>	<u>0.88</u>	<u>0.88</u>						
INSURANCE BURDEN	\$ 1.69	\$ 2.10	\$ 1.90	\$ 2.37	\$ 2.11	\$ 2.63	\$ 2.54	\$ 3.16	\$ 2.96	\$ 3.68	\$ 2.63	\$ 3.51						
DIRECT COST PER HOUR	\$ 29.01	\$ 38.50	\$ 9.48	\$ 31.49	\$ 42.16	\$ 10.67	\$ 51.11	\$ 71.29	\$ 20.18	\$ 56.07	\$ 78.62	\$ 22.55	\$ 61.03	\$ 85.95	\$ 24.92	\$ 67.51	\$ 95.98	\$ 28.48
DIRECT COST PER DAY	\$ 232.12	\$ 308.00	\$ 251.95	\$ 337.32	\$ 408.91	\$ 570.32	\$ 448.58	\$ 570.32	\$ 488.25	\$ 488.25	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05
DIRECT COST PER WEEK	\$ 1,160.60	\$ 1,539.99	\$ 1,259.77	\$ 1,686.59	\$ 2,044.55	\$ 2,851.59	\$ 2,242.90	\$ 2,851.59	\$ 2,242.90	\$ 2,441.25	\$ 2,441.25	\$ 2,441.25	\$ 2,441.25	\$ 2,441.25	\$ 2,441.25	\$ 2,441.25	\$ 2,441.25	\$ 2,441.25

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%

WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
 Period of January 1, 2018 to July 29, 2018

Swing Shift Work
VENTURA COUNTY
LOCAL 952

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 44.84	\$ 67.26	\$ 89.68	\$ 49.91	\$ 74.87	\$ 99.82	\$ 54.98	\$ 82.47	\$ 109.96
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.45	0.67	0.90	0.50	0.75	1.00	0.55	0.82	1.10
NAT. PENSION (3%)	1.35	2.02	2.69	1.50	2.25	2.99	1.65	2.47	3.30
UNION BURDEN	\$ 28.11	\$ 37.33	\$ 46.55	\$ 28.32	\$ 37.63	\$ 46.95	\$ 28.52	\$ 37.94	\$ 47.36
F.I.C.A. (7.65%)	\$ 3.43	\$ 5.15	\$ 6.86	\$ 3.82	\$ 5.73	\$ 7.64	\$ 4.21	\$ 6.31	\$ 8.41
F.U.I. (0.8%)	0.36	0.54	0.72	0.40	0.60	0.80	0.44	0.66	0.88
S.U.I. (6.2%)	2.78	4.17	5.56	3.09	4.64	6.19	3.41	5.11	6.82
TAX BURDEN	\$ 6.57	\$ 9.85	\$ 13.14	\$ 7.31	\$ 10.97	\$ 14.62	\$ 8.05	\$ 12.08	\$ 16.11
LIABILITY INSURANCE 5.4%	\$ 2.42	\$ 3.63	\$ 4.84	\$ 2.70	\$ 4.04	\$ 5.39	\$ 2.97	\$ 4.45	\$ 5.94
WORKMAN'S COMP	1.21	1.21	1.21	1.34	1.34	1.34	1.48	1.48	1.48
INSURANCE BURDEN	\$ 3.63	\$ 4.84	\$ 6.05	\$ 4.04	\$ 5.39	\$ 6.73	\$ 4.45	\$ 5.93	\$ 7.42
DIRECT COST PER HOUR	\$ 83.15	\$ 119.28	\$ 155.42	\$ 89.58	\$ 128.85	\$ 168.13	\$ 96.00	\$ 138.42	\$ 180.85
DIRECT COST PER DAY	\$ 665.21			\$ 716.62			\$ 768.03		
DIRECT COST PER WEEK	\$ 3,326.06			\$ 3,583.10			\$ 3,840.13		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

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Swing Shift Work
VENTURA COUNTY
LOCAL 952

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
 Period of January 1, 2018 to July 29, 2018

APPRENTICES - Indentured after 10/01/2012

	40%	45%	50%	60%	70%	85%
WAGES	\$ 17.94	\$ 20.18	\$ 22.43	\$ 26.91	\$ 31.39	\$ 38.12
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	-	-	16.64	16.64	16.64	16.64
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	-	-	0.50	0.50	0.50	0.50
NAT. PENSION (3%)	0.54	0.61	0.67	0.81	0.94	1.14
N.E.I.F. (1%)	<u>0.18</u>	<u>0.20</u>	<u>0.22</u>	<u>0.27</u>	<u>0.31</u>	<u>0.38</u>
UNION BURDEN	\$ 9.90	\$ 9.99	\$ 27.22	\$ 27.40	\$ 27.58	\$ 27.84
F.I.C.A. (7.65%)	\$ 1.37	\$ 1.54	\$ 1.72	\$ 2.06	\$ 2.40	\$ 2.92
F.U.I. (.8%)	0.14	0.16	0.18	0.22	0.25	0.30
S.U.I. (6.2%)	<u>1.11</u>	<u>1.25</u>	<u>1.39</u>	<u>1.67</u>	<u>1.95</u>	<u>2.36</u>
TAX BURDEN	\$ 2.63	\$ 2.96	\$ 3.29	\$ 3.94	\$ 4.60	\$ 5.58
LIABILITY INSURANC 5.4%	\$ 0.97	\$ 1.09	\$ 1.21	\$ 1.45	\$ 1.70	\$ 2.06
WORKMAN'S COMP	<u>1.02</u>	<u>1.14</u>	<u>1.27</u>	<u>1.52</u>	<u>1.78</u>	<u>1.03</u>
INSURANCE BURDEN	\$ 1.98	\$ 2.23	\$ 2.48	\$ 2.98	\$ 3.47	\$ 3.09
DIRECT COST PER HOUR	\$ 32.45	\$ 35.36	\$ 55.41	\$ 61.22	\$ 67.04	\$ 74.63
DIRECT COST PER DAY	\$ 259.60	\$ 282.84	\$ 443.31	\$ 489.80	\$ 536.28	\$ 597.08
DIRECT COST PER WEEK	\$ 1,297.98	\$ 1,414.20	\$ 2,216.54	\$ 2,448.98	\$ 2,681.41	\$ 2,985.38

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%

WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

5.658%
2.693%

**TAFT ELECTRIC CO.
LABOR BURDEN REPORT
Period of January 1, 2018 to July 29, 2018**

Grave Shift Work
VENTURA COUNTY
LOCAL 952

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 50.23	\$ 75.35	\$ 100.46	\$ 55.91	\$ 83.87	\$ 111.82	\$ 61.59	\$ 92.39	\$ 123.18
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.50	0.75	1.00	0.56	0.84	1.12	0.62	0.92	1.23
NAT. PENSION (3%)	1.51	2.26	3.01	1.68	2.52	3.35	1.85	2.77	3.70
UNION BURDEN	\$ 28.33	\$ 37.65	\$ 46.98	\$ 28.56	\$ 37.99	\$ 47.43	\$ 28.78	\$ 38.34	\$ 47.89
F.I.C.A. (7.65%)	\$ 3.84	\$ 5.76	\$ 7.69	\$ 4.28	\$ 6.42	\$ 8.55	\$ 4.71	\$ 7.07	\$ 9.42
F.U.I. (0.8%)	0.40	0.60	0.80	0.45	0.67	0.89	0.49	0.74	0.99
S.U.I. (6.2%)	3.11	4.67	6.23	3.47	5.20	6.93	3.82	5.73	7.64
TAX BURDEN	\$ 7.36	\$ 11.04	\$ 14.72	\$ 8.19	\$ 12.29	\$ 16.38	\$ 9.02	\$ 13.53	\$ 18.05
LIABILITY INSURANCE 5.4%	\$ 2.71	\$ 4.07	\$ 5.42	\$ 3.02	\$ 4.53	\$ 6.04	\$ 3.33	\$ 4.99	\$ 6.65
WORKMAN'S COMP	1.35	1.35	1.35	1.51	1.51	1.51	1.66	1.66	1.66
INSURANCE BURDEN	\$ 4.07	\$ 5.42	\$ 6.78	\$ 4.52	\$ 6.03	\$ 7.54	\$ 4.98	\$ 6.65	\$ 8.31
DIRECT COST PER HOUR	\$ 89.98	\$ 129.46	\$ 168.93	\$ 97.18	\$ 140.18	\$ 183.18	\$ 104.38	\$ 150.90	\$ 197.42
DIRECT COST PER DAY	\$ 719.86			\$ 777.46			\$ 835.05		
DIRECT COST PER WEEK	\$ 3,599.32			\$ 3,887.28			\$ 4,175.24		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%



Los Angeles County Chapter
 National Electrical Contractors Association
 100 E. Corson Street, Suite 410
 Pasadena, CA 91103
 626.792.6322
 www.laneca.org

IMPORTANT: Labor Relations Bulletin

IBEW Local 952 (Ventura County) Inside Wiremen's Agreement

Rates effective January 1, 2018 through July 29, 2018

The **\$0.95** increase effective 1/1/18 will be allocated as follows: **\$0.51** to wages and **\$0.39** to health. Additionally, there will be a **\$0.05** increase to LMCC. Accordingly, the wages and fringe benefits will be:

	Employer Contributions								Employee Deductions			
	Wage (Zone A) ^(a)	NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 46.87	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 42.55	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman	\$ 38.23	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 42.05	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 28.67	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
									See			
Apprentices: Period 1, 1st Year, 40%	\$ 15.29	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	---
Period 2, 1st Year, 45%	\$ 17.20	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	---
Period 3, 2nd Year, 50%	\$ 19.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 22.94	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 26.76	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 5th Year, 85%	\$ 32.50	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

- (a) For Zone B wages, add \$5.00 to all wage rates. See Section 3.16(b) and (c) of the Agreement for Zone definitions.
- (b) NEBF contribution is an amount equal to 3% of the gross wage.
- (c) First year apprentices and unindentured apprentices are excluded from Local Pension and LMCC. For OT and DT work, pension contribution is made at the appropriate rate (i.e., 1.5x or 2x, respectively).
- (d) NEIF contribution is an amount equal to 1% of gross wage and is paid by NECA members only. AMF contribution is an amount equal to 0.5% of gross wage and is paid by non-NECA contractors only.
- (e) Voluntary authorization required. Employee option of \$0.00 deduction, or a \$0.05 deduction for COPE and/or a \$0.05 deduction for the Charity League.
- (f) Applies to 70% apprentices and above.
- (g) Employee may opt to make a voluntary employee deduction of 0%, 3%, 6%, 9% or 15%. 35%, 40% and 45% apprentices are excluded from the 401(k) plan.
- (h) Voluntary written authorization required in advance, and is usually provided at time of dispatch. Amount is subject to change as determined by LU 952.

Future increases:

Effective Date	Amount to be allocated	Amount to LMCC
7/30/2018	+ \$0.85	---
12/31/2018	+ \$0.95	---
7/29/2019	+ \$0.90	---
12/30/2019	+ \$0.95	+ \$0.05
7/27/2020	+ \$0.90	---
9/30/2020	Contract expiration date	

Shift rates:

Swing Shift	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 54.98	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 49.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (swing shift)	\$ 44.84	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 49.32	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 33.63	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 17.94	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See footnote (e)	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 20.18	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 22.43	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 26.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 31.39	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 5th Year, 85%	\$ 38.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

Graveyard Shift	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 61.59	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 55.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (graveyard shift)	\$ 50.23	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 55.25	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 37.67	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 20.09	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See footnote (e)	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 22.60	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 25.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 30.14	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 35.16	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 5th Year, 85%	\$ 42.71	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

See Page 1 for all footnotes

Information regarding shifts:

1. Working a day shift only is not considered a "shift" under the terms of the agreement.
2. The day shift is the first shift, the swing shift is the second shift and the graveyard shift is the third shift. Thus, the regular work week begins Monday morning with the first shift and ends Saturday morning with the third shift. The graveyard shift for Friday ends on Saturday morning, therefore Saturday's overtime rate does not apply. This is also true for shifts that end on Sundays and holidays.
3. One (1) employee constitutes the establishment of a "shift."
4. Where shifts are worked overtime, after the regular shift the applicable overtime rate (1½ times up to 12 hours worked) shall apply in the addition to the designated shift differential pay. However, the shift differential is not paid on overtime days -- which includes Saturdays, Sundays, holidays and overtime days on approved four ten-hour day workweeks. Double the straight time rate of pay is the maximum amount paid for any work.
5. Shifts must be a minimum of five (5) days duration, which may include Saturday, Sunday and holidays. (This requirement applies to the scheduling and performance of work, not the uninterrupted presence of a particular individual or individuals on the job.)
6. Either the swing or graveyard shifts may be worked alone without the requirement of a day shift.
7. While the shift must last for a minimum of five days duration, it is not necessary for each employee to work the five days in order to fall under the shift work provisions of the agreement.
8. Per Section 3.12 of the agreement, the shift rate of pay is determined by the start time of the shift (see chart below).

First Shift (Day Shift): Start time between 6:00 AM and 10:00 AM (Straight Time Rate)
Second Shift (Swing): Start time between 10:01 AM and 8:00 PM (Straight Time Rate +17.3%)
Third Shift (Graveyard): Start time between 8:01 PM and 5:59 AM (Straight Time Rate +31.4%)



Los Angeles County Chapter
 National Electrical Contractors Association
 100 E. Corson Street, Suite 410
 Pasadena, CA 91103
 626.792.6322
 www.laneca.org

IMPORTANT: Labor Relations Bulletin

IBEW Local 952 (Ventura County) Intelligent Transportation Systems Agreement

Rates effective January 1, 2018 through July 29, 2018

The **\$0.95** increase effective 1/1/18 will be allocated as follows: **\$0.51** to wages and **\$0.39** to health. Additionally, there will be a **\$0.05** increase to LMCC. Accordingly, the wages and fringe benefits will be:

	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 46.87	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 42.55	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman	\$ 38.23	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 28.67	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	See	\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 15.29	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	---
Period 2, 1st Year, 45%	\$ 17.20	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	---
Period 3, 2nd Year, 50%	\$ 19.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 22.94	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 26.76	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 4th Year, 85%	\$ 32.50	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

- (a) For Zone B wages, add \$5.00 to all wage rates. See Section 3.16(b) and (c) of the Agreement for Zone definitions.
- (b) NEBF contribution is an amount equal to 3% of the gross wage.
- (c) First year apprentices and unindentured apprentices are excluded from Local Pension and LMCC. For OT and DT work, pension contribution is made at the appropriate rate (i.e., 1.5x or 2x, respectively).
- (d) NEIF contribution is an amount equal to 1% of gross wage and is paid by NECA members only. AMF contribution is an amount equal to 0.5% of gross wage and is paid by non-NECA contractors only.
- (e) Voluntary authorization required. Employee option of \$0.00 deduction, or a \$0.05 deduction for COPE and/or a \$0.05 deduction for the Charity League.
- (f) Applies to 70% apprentices and above.
- (g) Employee may opt to make a voluntary employee deduction of 0%, 3%, 6%, 9% or 15%. 35%, 40% and 45% apprentices are excluded from the 401(k) plan.
- (h) Voluntary written authorization required in advance, and is usually provided at time of dispatch. Amount is subject to change as determined by LU 952.

Future increases:

Effective Date	Amount to be allocated	Amount to LMCC
7/30/2018	+ \$0.85	---
12/31/2018	+ \$0.95	---
7/29/2019	+ \$0.90	---
12/30/2019	+ \$0.95	+ \$0.05
7/27/2020	+ \$0.90	---
9/30/2020	Contract expiration date	

Shift rates:

Swing Shift	Wage (Zone A) ^(a)	Employer Contributions							COPE/Charity League ^(e)	Employee Deductions		
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)		Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 54.98	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 49.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (swing shift)	\$ 44.84	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 33.63	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 17.94	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 20.18	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 22.43	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	on first	\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 26.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	page.	\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 31.39	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 4th Year, 85%	\$ 38.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

Graveyard Shift	Wage (Zone A) ^(a)	Employer Contributions							COPE/Charity League ^(e)	Employee Deductions		
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)		Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 61.59	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 55.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (graveyard shift)	\$ 50.23	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 37.67	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 20.09	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 22.60	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 25.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	on first	\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 30.14	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	page.	\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 35.16	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
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See Page 1 for all footnotes

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3. One (1) employee constitutes the establishment of a "shift."
4. Where shifts are worked overtime, after the regular shift the applicable overtime rate (1½ times up to 12 hours worked) shall apply in the addition to the designated shift differential pay. However, the shift differential is not paid on overtime days -- which includes Saturdays, Sundays, holidays and overtime days on approved four ten-hour day workweeks. Double the straight time rate of pay is the maximum amount paid for any work.
5. Shifts must be a minimum of five (5) days duration, which may include Saturday, Sunday and holidays. (This requirement applies to the scheduling and performance of work, not the uninterrupted presence of a particular individual or individuals on the job.)
6. Either the swing or graveyard shifts may be worked alone without the requirement of a day shift.
7. While the shift must last for a minimum of five days duration, it is not necessary for each employee to work the five days in order to fall under the shift work provisions of the agreement.
8. Per Section 3.12 of the agreement, the shift rate of pay is determined by the start time of the shift (see chart below).

First Shift (Day Shift): Start time between 6:00 AM and 10:00 AM (Straight Time Rate)
Second Shift (Swing): Start time between 10:01 AM and 8:00 PM (Straight Time Rate +17.3%)
Third Shift (Graveyard): Start time between 8:01 PM and 5:59 AM (Straight Time Rate +31.4%)



CONTINGENCY ALLOCATION REQUEST

CAR No. 152 R0

Date: 8/27/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 251 Classroom and Kindergarten Added Circuits For HVAC MCUs

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-10,296
	Subtotal:	-10,296

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add circuits for HVAC MCU in Kindergarten and Classroom Buildings	Taft Electric Co	10,296
Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: RFI 251		
	Subtotal:	10,296
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title *Carl Magnus Project Executive*

Date

Date *9-20-18*



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2251 - Elm School
450 E Elm St,
Oxnard, California 93033
Phone: 805-654-7994

Change Order Request #026: Classroom & Kindergarten HVAC MCUs

TO:	Bernards 555 1st St San Fernando, California, 91340	FROM:	Taft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	026 / 0	CONTRACT:	1 - Elm School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matt Gobuty (Taft Electric Company)
STATUS:	Pending - In Review	CREATED DATE:	5/16 /2018
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$10,296.00

POTENTIAL CHANGE ORDER TITLE: Classroom & Kindergarten HVAC MCUs

CHANGE REASON: RFI Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

We are submitting the above cost for the additional work required as directed in RFI 251: Added circuits for Classroom and Kindergarten HVAC MCU

This change proposal is based on the usual cost elements such as labor, materials and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays and or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

EXCLUSIONS

- Any weather proofing or sealing of exterior penetrations for water intrusion.
- Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
- Any and all parts and labor not specifically listed above or within.
- Any costs associated with the design, engineering (including wet stamps), or approval process.
- Any access panels.

ATTACHMENTS:

Job ID: 2551 ELM SCHOOL COR
Project: 2551 Elm School COR



Takeoff

Vendor: TAFT

Labor Level: LABOR 1

10 Apr 2018 13:58:48

Region: CE Q29 HVAC MCU

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				CLASSROOM MCU				
	0				MCU 1-1 AND 1-2 70'				
180114	1	EA	M	20/2	BOLT-ON BREAKER	0.0000	0.00	1.0000	1.00
10048	70	FT	M	1	EMT	0.8285	57.99	0.0550	3.85
30148	8	EA	M	1	EMT STEEL-COMP COUPLING RT	1.6693	13.35	0.4000	3.20
500155	1	EA	M	1	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5600	0.56
30238	2	EA	M	1	EMT STEEL COMP IN-THROAT CONN	0.9617	1.92	0.1600	0.32
160824	12	EA	M	1	EMT 2-HOLE STEEL STRAP	0.4152	4.98	0.0450	0.54
72	2	IN	M	1/2 - 2	FIRESTOPPING	15.0000	30.00	0.2500	0.50
50003	20	FT	M	1	FLEXIBLE STEEL CONDUIT	1.3021	26.04	0.0750	1.50
50036	1	EA	M	1	FLEX COND STRAIGHT CONN	2.7067	2.71	0.1700	0.17
50162	1	EA	M	1" FLX TO 1" EMT	FLEX TO EMT COUPLING	14.6416	14.64	0.2000	0.20
70034	210	FT	M	10	THHN/THWN CU (STR)	0.2003	42.05	0.0070	1.47
100153	9	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.1800	1.62
220019	2	EA	M	30/2	NF/GD/240V N-1 SAFETY-SW	68.0000	136.00	1.7000	3.40
TITLE	2		M	2-1/8 DEEP	BOX 5S BLANK	0.0000	0.00	0.0000	0.00
150120	2	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1/2>3/4KO	5.1442	10.29	0.3000	0.60
150151	2	EA	M		4-11/16" BLANK CVR	0.7539	1.51	0.0800	0.16
160573	12	EA	M	#10 x 1"	TEK SCREW	0.0196	0.24	0.0240	0.29
100080	2	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	1.50	0.0400	0.08
TITLE	2		M	3/4"	SMALL EQUIP CONN + SM WP	0.0000	0.00	0.0000	0.00
210001	2	EA	M		SMALL EQUIPMENT CONNECTION	0.0000	0.00	0.6000	1.20
160573	12	EA	M	#10 x 1"	TEK SCREW	0.0196	0.24	0.0240	0.29
100080	2	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	1.50	0.0400	0.08
50074	6	FT	M	3/4	LIQUIDTITE CONDUIT	1.3860	8.32	0.0500	0.30
50107	2	EA	M	3/4	LIQUIDTITE INS-THROAT ANGLE CONN	5.9310	11.86	0.2160	0.43
50118	2	EA	M	3/4	LIQUIDTITE INS-THROAT STRAIGHT CONN	3.1209	6.24	0.1800	0.36

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121

Web: www.taftelectric.com

Region: CE 029 HVAC MCU

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
160552	2	EA	M		DEVICE SUPPORT	5.6000	11.20	0.0500	0.10
100072	6	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1643	0.99	0.0400	0.24
0					MCU 1-3 AND 1-4 200'				
180114	1	EA	M	20/2	BOLT-ON BREAKER	0.0000	0.00	1.0000	1.00
10048	200	FT	M	1	EMT	0.8285	165.69	0.0550	11.00
30148	22	EA	M	1	EMT STEEL-COMP COUPLING RT	1.6693	36.72	0.4000	8.80
500155	1	EA	M	1	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5600	0.56
30238	6	EA	M	1	EMT STEEL COMP IN-THROAT CONN	0.9617	5.77	0.1600	0.96
160824	20	EA	M	1	EMT 2-HOLE STEEL STRAP	0.4152	8.30	0.0450	0.90
72	4	IN	M	1/2 - 2	FIRESTOPPING	15.0000	60.00	0.2500	1.00
50003	20	FT	M	1	FLEXIBLE STEEL CONDUIT	1.3021	26.04	0.0750	1.50
50036	1	EA	M	1	FLEX COND STRAIGHT CONN	2.7067	2.71	0.1700	0.17
50162	1	EA	M	1" FLX TO 1" EMT	FLEX TO EMT COUPLING	14.6416	14.64	0.2000	0.20
70034	630	FT	M	10	THHN/THWN CU (STR)	0.2003	126.16	0.0070	4.41
100153	9	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.1800	1.62
150122	2	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1KO	5.6798	11.36	0.3000	0.60
150090	2	EA	M		4"SQ BLANK CVR	0.9221	1.84	0.0800	0.16
220019	1	EA	M	30/2	NF/GD/240V N-1 SAFETY-SW	65.0000	65.00	1.7000	1.70
TITLE	1		M	3/4"	SMALL EQUIP CONN + SM WP	0.0000	0.00	0.0000	0.00
210001	2	EA	M		SMALL EQUIPMENT CONNECTION	0.0000	0.00	0.6000	1.20
160573	24	EA	M	#10 x 1"	TEK SCREW	0.0196	0.47	0.0240	0.58
100080	2	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	1.50	0.0400	0.08
50074	3	FT	M	3/4	LIQUIDTITE CONDUIT	1.3860	4.16	0.0500	0.15
50107	1	EA	M	3/4	LIQUIDTITE INS-THROAT ANGLE CONN	5.9310	5.93	0.2160	0.22
50118	1	EA	M	3/4	LIQUIDTITE INS-THROAT STRAIGHT CONN	3.1209	3.12	0.1800	0.18
160552	1	EA	M		DEVICE SUPPORT	5.6000	5.60	0.0500	0.05
100072	6	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1643	0.99	0.0400	0.24
0					KINDERGARTEN MCU				
0					MCU 4-1 75'				
180114	1	EA	M	20/2	BOLT-ON BREAKER	0.0000	0.00	1.0000	1.00
10048	75	FT	M	1	EMT	0.8285	62.13	0.0550	4.13
30148	8	EA	M	1	EMT STEEL-COMP COUPLING RT	1.6693	13.35	0.4000	3.20
500155	1	EA	M	1	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5600	0.56
30238	2	EA	M	1	EMT STEEL COMP IN-THROAT CONN	0.9617	1.92	0.1600	0.32
160824	15	EA	M	1	EMT 2-HOLE STEEL STRAP	0.4152	6.23	0.0450	0.68

Region: CE 029 HVAC MCU

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
72	2	IN	M	1/2 - 2	FIRESTOPPING	15.0000	30.00	0.2500	0.50
50003	20	FT	M	1	FLEXIBLE STEEL CONDUIT	1.3021	26.04	0.0750	1.50
50036	1	EA	M	1	FLEX COND STRAIGHT CONN	2.7067	2.71	0.1700	0.17
50162	1	EA	M	1" FLX TO 1" EMT	FLEX TO EMT COUPLING	14.6416	14.64	0.2000	0.20
70034	243	FT	M	10	THHN/THWN CU (STR)	0.2003	48.66	0.0070	1.70
100153	3	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.1800	0.54
220019	1	EA	M	30/2	NF/GD/240V N-1 SAFETY-SW	65.0000	65.00	1.7000	1.70
150122	2	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1KO	5.6798	11.36	0.3000	0.60
150090	2	EA	M		4"SQ BLANK CVR	0.9221	1.84	0.0800	0.16
TITLE	1		M	3/4"	SMALL EQUIP CONN + SM WP	0.0000	0.00	0.0000	0.00
210001	1	EA	M		SMALL EQUIPMENT CONNECTION	0.0000	0.00	0.6000	0.60
160573	6	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
100080	1	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
100095	1	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.04
100094	1	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0325	0.03
100269	2	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05
50074	3	FT	M	3/4	LIQUIDTITE CONDUIT	1.3860	4.16	0.0500	0.15
50107	1	EA	M	3/4	LIQUIDTITE INS-THROAT ANGLE CONN	5.9310	5.93	0.2160	0.22
50118	1	EA	M	3/4	LIQUIDTITE INS-THROAT STRAIGHT CONN	3.1209	3.12	0.1800	0.18
160552	1	EA	M		DEVICE SUPPORT	5.6000	5.60	0.0500	0.05
100072	6	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1643	0.99	0.0400	0.24
Phase Totals:							1,234.40		78.42
Job Totals:							1,234.40		78.42

Job ID: 2551 ELM SCHOOL COR
Project: 2551 Elm School COR



Takeoff

Vendor: TAFT

Labor Level: LABOR 1

13 Nov 2017 13:17:33

Region: CE Q29 HVAC MCU

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				CLASSROOM MCU				
	0				MCU 1-1 60'				
180114	1	EA	M	20/2	BOLT-ON BREAKER	0.0000	0.00	1.0000	1.00
10048	60	FT	M	1	EMT	0.8285	49.71	0.0550	3.30
30148	8	EA	M	1	EMT STEEL-COMP COUPLING RT	1.6693	13.35	0.4000	3.20
500155	1	EA	M	1	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5600	0.56
30238	2	EA	M	1	EMT STEEL COMP IN-THROAT CONN	0.9617	1.92	0.1600	0.32
160824	12	EA	M	1	EMT 2-HOLE STEEL STRAP	0.4152	4.98	0.0450	0.54
43	2	IN	M	1/2 - 2	FIRESTOPPING	15.0000	30.00	0.2500	0.50
50003	20	FT	M	1	FLEXIBLE STEEL CONDUIT	1.3021	26.04	0.0750	1.50
50036	1	EA	M	1	FLEX COND STRAIGHT CONN	2.7067	2.71	0.1700	0.17
50162	1	EA	M	1" FLX TO 1" EMT	FLEX TO EMT COUPLING	14.6416	14.64	0.2000	0.20
70034	198	FT	M	10	THHN/THWN CU (STR)	0.2003	39.65	0.0070	1.39
100153	3	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.1800	0.54
220019	1	EA	M	30/2	NF/GD/240V N-1 SAFETY-SW	25.0000	25.00	1.7000	1.70
TITLE	1		M	3/4"	SMALL EQUIP CONN + SM WP	0.0000	0.00	0.0000	0.00
210001	1	EA	M		SMALL EQUIPMENT CONNECTION	0.0000	0.00	0.6000	0.60
160573	6	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
100080	1	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
100095	1	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.04
100094	1	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0325	0.03
100269	2	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05
50074	3	FT	M	3/4	LIQUIDTITE CONDUIT	1.3860	4.16	0.0500	0.15
50107	1	EA	M	3/4	LIQUIDTITE INS-THROAT ANGLE CONN	5.9310	5.93	0.2160	0.22
50118	1	EA	M	3/4	LIQUIDTITE INS-THROAT STRAIGHT CONN	3.1209	3.12	0.1800	0.18
160552	1	EA	M		DEVICE SUPPORT	5.6000	5.60	0.0500	0.05
100072	6	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1643	0.99	0.0400	0.24

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121

Web: www.taftelectric.com

Region: CE 029 HVAC MCU

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				MCU 1-2 200'				
180114	1	EA	M	20/2	BOLT-ON BREAKER	0.0000	0.00	1.0000	1.00
10048	200	FT	M	1	EMT	0.8285	165.69	0.0550	11.00
30148	22	EA	M	1	EMT STEEL-COMP COUPLING RT	1.6693	36.72	0.4000	8.80
500155	1	EA	M	1	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5600	0.56
30238	6	EA	M	1	EMT STEEL COMP IN-THROAT CONN	0.9617	5.77	0.1600	0.96
160824	20	EA	M	1	EMT 2-HOLE STEEL STRAP	0.4152	8.30	0.0450	0.90
43	4	IN	M	1/2 - 2	FIRESTOPPING	15.0000	60.00	0.2500	1.00
50003	20	FT	M	1	FLEXIBLE STEEL CONDUIT	1.3021	26.04	0.0750	1.50
50036	1	EA	M	1	FLEX COND STRAIGHT CONN	2.7067	2.71	0.1700	0.17
50162	1	EA	M	1" FLX TO 1" EMT	FLEX TO EMT COUPLING	14.6416	14.64	0.2000	0.20
70034	618	FT	M	10	THHN/THWN CU (STR)	0.2003	123.76	0.0070	4.33
100153	3	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.1800	0.54
150122	2	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1KO	5.6798	11.36	0.3000	0.60
150090	2	EA	M		4"SQ BLANK CVR	0.9221	1.84	0.0800	0.16
220019	1	EA	M	30/2	NF/GD/240V N-1 SAFETY-SW	25.0000	25.00	1.7000	1.70
TITLE	1		M	3/4"	SMALL EQUIP CONN + SM WP	0.0000	0.00	0.0000	0.00
210001	1	EA	M		SMALL EQUIPMENT CONNECTION	0.0000	0.00	0.6000	0.60
160573	6	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
100080	1	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
100095	1	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.04
100094	1	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0325	0.03
100269	2	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05
50074	3	FT	M	3/4	LIQUIDTITE CONDUIT	1.3860	4.16	0.0500	0.15
50107	1	EA	M	3/4	LIQUIDTITE INS-THROAT ANGLE CONN	5.9310	5.93	0.2160	0.22
50118	1	EA	M	3/4	LIQUIDTITE INS-THROAT STRAIGHT CONN	3.1209	3.12	0.1800	0.18
160552	1	EA	M		DEVICE SUPPORT	5.6000	5.60	0.0500	0.05
100072	6	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1643	0.99	0.0400	0.24
	0				MCU 1-3 80'				
180114	1	EA	M	20/2	BOLT-ON BREAKER	0.0000	0.00	1.0000	1.00
10048	80	FT	M	1	EMT	0.8285	66.28	0.0550	4.40
30148	10	EA	M	1	EMT STEEL-COMP COUPLING RT	1.6693	16.69	0.4000	4.00
500155	1	EA	M	1	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5600	0.56
30238	4	EA	M	1	EMT STEEL COMP IN-THROAT CONN	0.9617	3.85	0.1600	0.64
160824	16	EA	M	1	EMT 2-HOLE STEEL STRAP	0.4152	6.64	0.0450	0.72

Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003

Phone: 805-642-0121

Web: www.taftelectric.com

Region: CE 029 HVAC MCU

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
43	2	IN	M	1/2 - 2	FIRESTOPPING	15.0000	30.00	0.2500	0.50
50003	20	FT	M	1	FLEXIBLE STEEL CONDUIT	1.3021	26.04	0.0750	1.50
50036	1	EA	M	1	FLEX COND STRAIGHT CONN	2.7067	2.71	0.1700	0.17
50162	1	EA	M	1" FLX TO 1" EMT	FLEX TO EMT COUPLING	14.6416	14.64	0.2000	0.20
70034	258	FT	M	10	THHN/THWN CU (STR)	0.2003	51.66	0.0070	1.81
100153	3	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.1800	0.54
150122	2	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1KO	5.6798	11.36	0.3000	0.60
150090	2	EA	M		4"SQ BLANK CVR	0.9221	1.84	0.0800	0.16
220019	1	EA	M	30/2	NF/GD/240V N-1 SAFETY-SW	25.0000	25.00	1.7000	1.70
TITLE	1		M	3/4"	SMALL EQUIP CONN + SM WP	0.0000	0.00	0.0000	0.00
210001	1	EA	M		SMALL EQUIPMENT CONNECTION	0.0000	0.00	0.6000	0.60
160573	6	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
100080	1	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
100095	1	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.04
100094	1	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0325	0.03
100269	2	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05
50074	3	FT	M	3/4	LIQUIDTITE CONDUIT	1.3860	4.16	0.0500	0.15
50107	1	EA	M	3/4	LIQUIDTITE INS-THROAT ANGLE CONN	5.9310	5.93	0.2160	0.22
50118	1	EA	M	3/4	LIQUIDTITE INS-THROAT STRAIGHT CONN	3.1209	3.12	0.1800	0.18
160552	1	EA	M		DEVICE SUPPORT	5.6000	5.60	0.0500	0.05
100072	3	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1643	0.49	0.0400	0.12
0					MCU 1-4 220'				
180114	1	EA	M	20/2	BOLT-ON BREAKER	0.0000	0.00	1.0000	1.00
10048	220	FT	M	1	EMT	0.8285	182.26	0.0550	12.10
30148	26	EA	M	1	EMT STEEL-COMP COUPLING RT	1.6693	43.40	0.4000	10.40
500155	1	EA	M	1	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5600	0.56
30238	6	EA	M	1	EMT STEEL COMP IN-THROAT CONN	0.9617	5.77	0.1600	0.96
160824	44	EA	M	1	EMT 2-HOLE STEEL STRAP	0.4152	18.27	0.0450	1.98
43	4	IN	M	1/2 - 2	FIRESTOPPING	15.0000	60.00	0.2500	1.00
70034	678	FT	M	10	THHN/THWN CU (STR)	0.2003	135.77	0.0070	4.75
50003	20	FT	M	1	FLEXIBLE STEEL CONDUIT	1.3021	26.04	0.0750	1.50
50036	1	EA	M	1	FLEX COND STRAIGHT CONN	2.7067	2.71	0.1700	0.17
50162	1	EA	M	1" FLX TO 1" EMT	FLEX TO EMT COUPLING	14.6416	14.64	0.2000	0.20
100153	3	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.1800	0.54
150122	2	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1KO	5.6798	11.36	0.3000	0.60

Region: CE 029 HVAC MCU

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
150090	2	EA	M		4"SQ BLANK CVR	0.9221	1.84	0.0800	0.16
220019	1	EA	M	30/2	NF/GD/240V N-1 SAFETY-SW	25.0000	25.00	1.7000	1.70
TITLE	1		M	3/4"	SMALL EQUIP CONN + SM WP	0.0000	0.00	0.0000	0.00
210001	1	EA	M		SMALL EQUIPMENT CONNECTION	0.0000	0.00	0.6000	0.60
160573	6	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
100080	1	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
100095	1	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.04
100094	1	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0325	0.03
100269	2	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05
50074	3	FT	M	3/4	LIQUIDTITE CONDUIT	1.3860	4.16	0.0500	0.15
50107	1	EA	M	3/4	LIQUIDTITE INS-THROAT ANGLE CONN	5.9310	5.93	0.2160	0.22
50118	1	EA	M	3/4	LIQUIDTITE INS-THROAT STRAIGHT CONN	3.1209	3.12	0.1800	0.18
160552	1	EA	M		DEVICE SUPPORT	5.6000	5.60	0.0500	0.05
100072	9	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1643	1.48	0.0400	0.36
0					PANEL CL BREAKERS				
0					KINDERGARTEN MCU				
0					MCU 4-1 75'				
180114	1	EA	M	20/2	BOLT-ON BREAKER	0.0000	0.00	1.0000	1.00
10048	75	FT	M	1	EMT	0.8285	62.13	0.0550	4.13
30148	8	EA	M	1	EMT STEEL-COMP COUPLING RT	1.6693	13.35	0.4000	3.20
500155	1	EA	M	1	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5600	0.56
30238	2	EA	M	1	EMT STEEL COMP IN-THROAT CONN	0.9617	1.92	0.1600	0.32
160824	15	EA	M	1	EMT 2-HOLE STEEL STRAP	0.4152	6.23	0.0450	0.68
43	2	IN	M	1/2 - 2	FIRESTOPPING	15.0000	30.00	0.2500	0.50
50003	20	FT	M	1	FLEXIBLE STEEL CONDUIT	1.3021	26.04	0.0750	1.50
50036	1	EA	M	1	FLEX COND STRAIGHT CONN	2.7067	2.71	0.1700	0.17
50162	1	EA	M	1" FLX TO 1" EMT	FLEX TO EMT COUPLING	14.6416	14.64	0.2000	0.20
70034	243	FT	M	10	THHN/THWN CU (STR)	0.2003	48.66	0.0070	1.70
100153	3	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.1800	0.54
220019	1	EA	M	30/2	NF/GD/240V N-1 SAFETY-SW	25.0000	25.00	1.7000	1.70
TITLE	1		M	3/4"	SMALL EQUIP CONN + SM WP	0.0000	0.00	0.0000	0.00
210001	1	EA	M		SMALL EQUIPMENT CONNECTION	0.0000	0.00	0.6000	0.60
160573	6	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
100080	1	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
100095	1	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.04

Region: CE 029 HVAC MCU

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
100094	1	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0325	0.03
100269	2	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05
50074	3	FT	M	3/4	LIQUIDTITE CONDUIT	1.3860	4.16	0.0500	0.15
50107	1	EA	M	3/4	LIQUIDTITE INS-THROAT ANGLE CONN	5.9310	5.93	0.2160	0.22
50118	1	EA	M	3/4	LIQUIDTITE INS-THROAT STRAIGHT CONN	3.1209	3.12	0.1800	0.18
160552	1	EA	M		DEVICE SUPPORT	5.6000	5.60	0.0500	0.05
100072	6	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1643	0.99	0.0400	0.24
0					PANEL KLM BREAKERS				
0					WIRE AND TERMS				
Phase Totals:						1,808.97		129.34	
Job Totals:						1,808.97		129.34	

Matt Gobuty

From: Nicole Zaizar <nzaizar@mainelectricsupply.com>
Sent: Friday, November 10, 2017 10:03 AM
To: Matt Gobuty
Subject: RE: 2251 Added Breakers & safety switches

Hi Matt,

\$452.00 C/N for below material. All in local stock.

(5) 2 pole 20A breakers for Panel CL

(5) DH221FGK safety switches

Thank you!! ☺



Nicole Zaizar | Switchgear Project Manager

949-833-3052 Ext.332 Office

657-622-4532 Direct Line

949-271-5037 Fax

3600 W. Segerstrom Ave., Santa Ana, CA 92704

www.mainelectricsupply.com

[Other Locations](#)

[Company Email Disclaimer](#)

From: Matt Gobuty [mailto:mgobuty@taftelectric.com]
Sent: Wednesday, November 08, 2017 7:58 AM
To: Nicole Zaizar
Subject: 2251 Added Breakers & safety switches

Nicole,

Can you give me a quote for

(5) 2 pole 20A breakers for Panel CL

(5) DH221FGK safety switches

Thank you

Matt Gobuty

Project Manager

Taft Electric Company

(805) 654-7994



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 251

Project: Elm Elementary School Reconstruction Project

Date: 11-17-17
Discipline: Electrical

Subject: HVAC MCU Power

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M010		
M011		
M012		
M013		
M014		

QUESTION

Ref. Sheets M010-M014

Taft was informed by the HVAC contractor that the MCU units are not shown on electrical drawings or panel schedules. Per the attached email, there are (5) units each requiring 208v 2 pole circuits. We recommend adding breakers to panels CL and KLM, see attached modified panel schedules. A ROM to add these (5) circuits and connect the MCUs is \$15K (not to exceed). Please advise.

SUGGESTION

We recommend adding breakers to panels CL and KLM, see attached modified panel schedules.

ANSWER

Provide disconnect switch for each unit and power them per attached drawings

Bahram Roshanian
11/29/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	11/30/2017
Taft Electrical	Matt Gobuty	11/30/2017



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 251

Project: Elm Elementary School Reconstruction Project

Date: 11-17-17

Discipline: Electrical

Subject: HVAC MCU Power

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: Matt Gobuty - Taft Electric Co - Author Number: 65

Submitted By: Gina Sierra - Bernards

Project: Elm Elementary School Reconstruction Project

REQUEST FOR INFORMATION

Job No. 1636.

2 of 2

Report Date: 11/30/2017



REQUEST FOR INFORMATION

RFI No.: 251

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: HVAC MCU Power

Date: 11-17-17
Discipline: Electrical

Response Requested By: 11-24-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M010		
M011		
M012		
M013		
M014		

QUESTION

Ref. Sheets M010-M014

Taft was informed by the HVAC contractor that the MCU units are not shown on electrical drawings or panel schedules. Per the attached email, there are (5) units each requiring 208v 2 pole circuits. We recommend adding breakers to panels CL and KLM, see attached modified panel schedules. A ROM to add these (5) circuits and connect the MCUs is \$15K (not to exceed). Please advise.

SUGGESTION

We recommend adding breakers to panels CL and KLM, see attached modified panel schedules.

ANSWER

Provide disconnect switch for each unit and power them per attached drawings.

Bahram Roshanian
11/29/2017

Response Provided By: _____
Name Company Date

Question Initiated By: Matt Gobuty - Taft Electric Co - Author Number: 65

Submitted By: Gina Sierra - Bernards



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2251 - Elm School
450 E Elm St,
Oxnard, California 93033
Phone: 805-654-7994

HVAC MCU Power

TO:	Gina Sierra (Bernards)	FROM:	Matt Gobuty (Taft Electric Company) 1694 Eastman Avenue Ventura, California 93003
DATE INITIATED:	11/13/2017	STATUS:	Open
LOCATION:		DUE DATE:	11/18/2017
COST CODE:		REFERENCE:	
COST IMPACT:	\$15,000.00	SCHEDULE IMPACT:	Yes (Unknown)
DRAWING NUMBER:		SPEC SECTION:	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Matt Gobuty (Taft Electric Company) at 01:44 PM on 11/13/2017

Taft was informed by the HVAC contractor that the MCU units are not shown on electrical drawings or panel schedules. Per the attached email, there are (5) units each requiring 208v 2 pole circuits. We recommend adding breakers to panels CL and KLM, see attached modified panel schedules. A ROM to add these (5) circuits and connect the MCUs is \$15K (not to exceed). Please advise.

Awaiting an Official Response

All Replies:

BY _____ **DATE** _____ **COPIES TO** _____

Matt Gobuty

From: Brandon Vidal
Sent: Thursday, October 26, 2017 11:29 AM
To: Matt Gobuty
Cc: Jason Destito; Eric Harwood
Subject: Mechanical MCU Missing Equipment
Attachments: M010-VRF-DIAGRAM-Rev.0.pdf; M011-VRF-DIAGRAM-Rev.0.pdf; M012-VRF-DIAGRAM-Rev.0.pdf; M013-VRF-DIAGRAM-Rev.0.pdf; M014-VRF-DIAGRAM-Rev.0.pdf; Mechanical MCU Locations.pdf

Matt,

I just finished talking with the HVAC foreman. **Please reference drawings M010-M014.**

These VRF diagrams are the only spot that show these MCU's. Apparently there are 4 of them in the classroom, and one in the Kindergarten. They require 208V to each location. I have highlighted the locations (on the 1st floor) that he said he is going to install them. Tghe second floor locations should be the same

We need more information, As this is going to be quite a bit of work.

Brandon Vidal
805-833-3266

OWNER:
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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A# 03-116407

AC FLS SS
 DATE _____

REVISIONS:

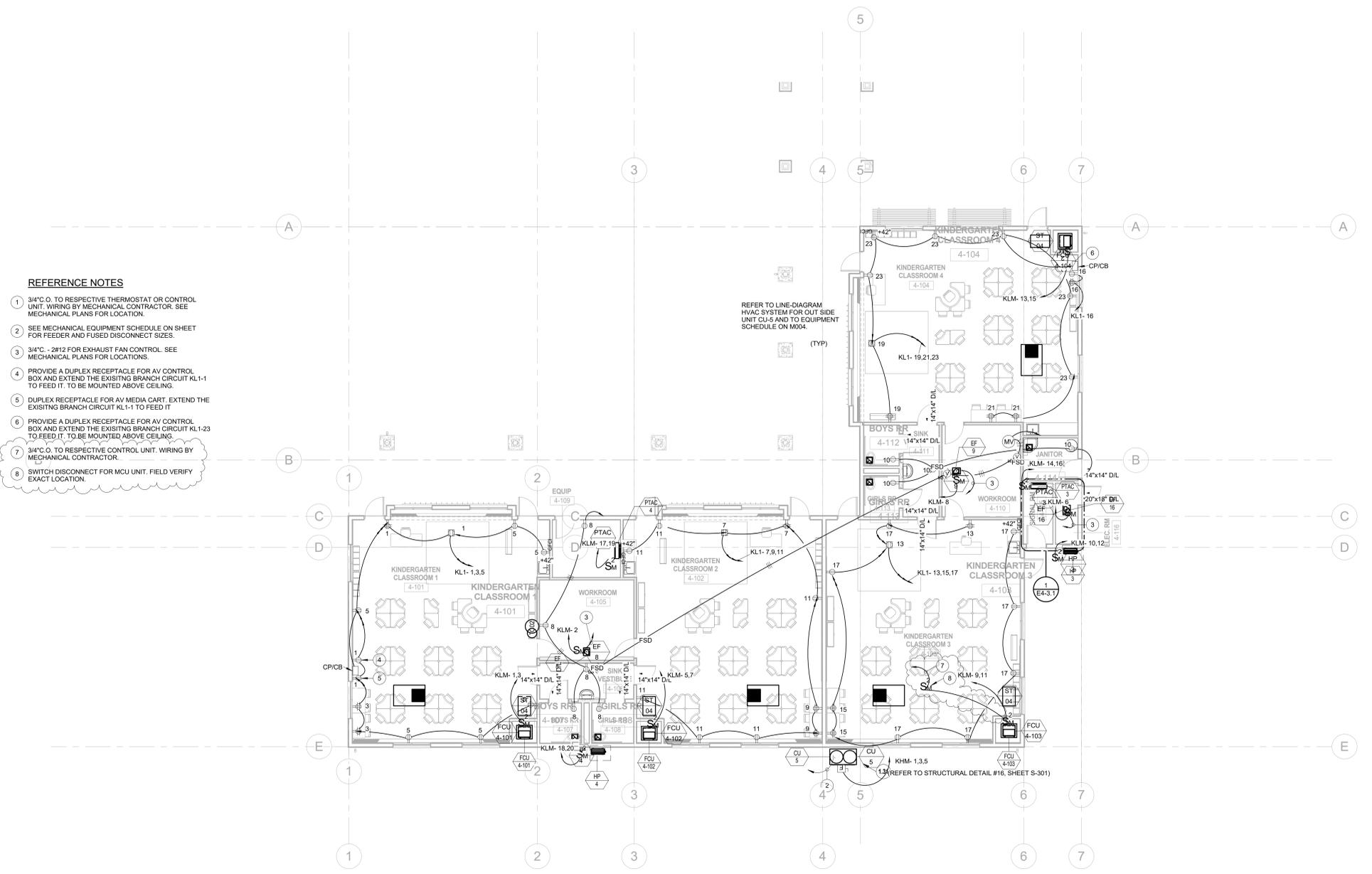
NO.	DESCRIPTION	DATE
4	BULLETIN #6	10/25/2017
5	CCD 8	
11	RRFI 251	11/29/2017

DATE ISSUED: Mar. 06, 2015
PROJECT NO: 1340159
SCALE: 1/8" = 1'-0"
E4-2.1P
SHEET NUMBER:
SHEET TITLE:

KINDERGARTEN POWER PLAN



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- REFERENCE NOTES**
- 3/4" O. TO RESPECTIVE THERMOSTAT OR CONTROL UNIT. WIRING BY MECHANICAL CONTRACTOR. SEE MECHANICAL PLANS FOR LOCATION.
 - SEE MECHANICAL EQUIPMENT SCHEDULE ON SHEET FOR FEEDER AND FUSED DISCONNECT SIZES.
 - 3/4" O. - 2#12 FOR EXHAUST FAN CONTROL. SEE MECHANICAL PLANS FOR LOCATIONS.
 - PROVIDE A DUPLEX RECEPTACLE FOR AV CONTROL BOX AND EXTEND THE EXISTING BRANCH CIRCUIT KL-1-1 TO FEED IT. TO BE MOUNTED ABOVE CEILING.
 - DUPLEX RECEPTACLE FOR AV MEDIA CART. EXTEND THE EXISTING BRANCH CIRCUIT KL-1-1 TO FEED IT.
 - PROVIDE A DUPLEX RECEPTACLE FOR AV CONTROL BOX AND EXTEND THE EXISTING BRANCH CIRCUIT KL-1-23 TO FEED IT. TO BE MOUNTED ABOVE CEILING.
 - 3/4" O. TO RESPECTIVE THERMOSTAT UNIT. WIRING BY MECHANICAL CONTRACTOR.
 - SWITCH DISCONNECT FOR MCU UNIT. FIELD VERIFY EXACT LOCATION.

REFER TO LINE DIAGRAM HVAC SYSTEM FOR OUT SIDE UNIT CU-5 AND TO EQUIPMENT SCHEDULE ON M004.

1 POWER PLAN
 1/8" = 1'-0"

Branch Panel: KL1

Location: ELEC. RM 4-116
Supply From: TR-K
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating:
Mains Type: 100 A
Mains Rating: 100 A
MCB Rating: 100 A

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT	
1	CLASSROOM 4-101 TEACHER COMPUTER & TV	20 A	1	920 VA	3957...			3	100 A	KLM	2
3	CLASSROOM 4-101 COMPUTERS	20 A	1		720 VA	2756...		--	--		4
5	CLASSROOM 4-101 C.O.	20 A	1			1080...	3934...	--	--		6
7	CLASSROOM 4-102 TEACHER COMPUTER & TV	20 A	1	560 VA	900 VA			1	20 A	RESTROOMS	8
9	CLASSROOM 4-102 COMPUTERS	20 A	1		720 VA	720 VA		1	20 A	RESTROOMS	10
11	CLASSROOM 4-102 C.O.	20 A	1			1080...	500 VA	1	20 A	IFA CABINETS (1)	12
13	CLASSROOM 4-102 TEACHER COMPUTER & TV	20 A	1	560 VA	75 VA			1	20 A	CFSO (1)	14
15	CLASSROOM 4-102 COMPUTERS	20 A	1		720 VA	540 VA		1	20 A	VVVV	16
17	CLASSROOM 4-102 C.O.	20 A	1			1260...					18
19	CLASSROOM 4-103 TEACHER COMPUTER & TV	20 A	1	560 VA							20
21	CLASSROOM 4-103 COMPUTERS	20 A	1		720 VA						22
23	CLASSROOM 4-103 C.O.	20 A	1			1080...					24
25											26
27											28
29											30
31											32
33											34
35											36
37											38
39											40
41											42
				Total Load:	7532 VA	6896 VA	8934 VA				
				Total Amps:	64 A	57 A	75 A				

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
HVAC	10646 VA	100.00%	10646 VA	
Other	75 VA	100.00%	75 VA	
Power	5980 VA	100.00%	5980 VA	Total Conn. Load: 23361 VA
Receptacle	6660 VA	100.00%	6660 VA	Total Est. Demand: 23361 VA
				Total Conn.: 65 A
				Total Est. Demand: 65 A

Notes:
(1) PROVIDE LOCK ON DEVICE.

Branch Panel: KLM

Location: ELEC. RM 4-116
Supply From: KL1
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating:
Mains Type: 100 A
Mains Rating: 100 A
MCB Rating:

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT	
1	FCU 4-101	15 A	2	582 VA	408 VA			1	15 A	EF-8	2
3		--	--		582 VA						4
5	FCU 4-102	15 A	2			582 VA	408 VA	1	15 A	PTAC-3, EF-16 ELEC & SIGNAL RM	6
7		--	--								8
9	FCU 4-103, MCU	15 A	2	582 VA	408 VA	788 VA	832 VA	2	20 A	HP-3	10
11		--	--			736 VA	832 VA	--	--		12
13	FCU 4-104	15 A	2	582 VA	21 VA			2	15 A	PTAC-3	14
15		--	--		582 VA	21 VA		--	--		16
17	PTAC-4	15 A	2			21 VA	1352...	2	25 A	HP-4	18
19		--	--	21 VA	1352...			--	--		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:	3957 VA	2756 VA	3934 VA				
				Total Amps:	34 A	23 A	34 A				

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
HVAC	10646 VA	100.00%	10646 VA	
				Total Conn. Load: 10646 VA
				Total Est. Demand: 10646 VA
				Total Conn.: 30 A
				Total Est. Demand: 30 A

Notes:

OWNER:

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



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AC ___ FLS ___ SS ___
DATE _____

REVISIONS:

NO.	DESCRIPTION	DATE
4	BULLETIN #6	10/25/2017
11	RRFI 251	11/29/2017

DATE ISSUED: Mar. 06, 2015
PROJECT NO: 1340159
SCALE:
SHEET NUMBER: E4-5.2
SHEET TITLE:

**KINDERGARTEN
PANEL
SCHEDULE**



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Matt Gobuty

From: Nicole Zaizar <nzaizar@mainelectricsupply.com>
Sent: Friday, November 10, 2017 10:03 AM
To: Matt Gobuty
Subject: RE: 2251 Added Breakers & safety switches

Hi Matt,

\$452.00 C/N for below material. All in local stock.

(5) 2 pole 20A breakers for Panel CL

(5) DH221FGK safety switches

Thank you!! ☺



Nicole Zaizar | Switchgear Project Manager

949-833-3052 Ext.332 Office

657-622-4532 Direct Line

949-271-5037 Fax

3600 W. Segerstrom Ave., Santa Ana, CA 92704

www.mainelectricsupply.com

[Other Locations](#)

[Company Email Disclaimer](#)

From: Matt Gobuty [mailto:mgobuty@taftelectric.com]
Sent: Wednesday, November 08, 2017 7:58 AM
To: Nicole Zaizar
Subject: 2251 Added Breakers & safety switches

Nicole,

Can you give me a quote for

(5) 2 pole 20A breakers for Panel CL

(5) DH221FGK safety switches

Thank you

Matt Gobuty

Project Manager

Taft Electric Company

(805) 654-7994

2017 Rates

TAFT ELECTRIC CHANGE REQUEST PROPOSAL LABOR RATE CALCULATIONS

PROJECT: Elm School Reconstruction JOB# 2551 TEC CR#: 007 R1
CUST RFP#: 0

STRAIGHT TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$84.08
JOURNEYMAN	2.00	\$78.13
APPRENTICE	1.00	\$70.23
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$77.64

SHIFT WORK CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$74.93
FOREMAN	0.00	\$69.80
JOURNEYMAN	0.00	\$64.65
APPRENTICE	0.00	\$53.56
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 9/25/2005

TAFT ELECTRIC CO.
Labor Rate
August 1 to December 31 2017

VENTURA COUNTY
LOCAL 952

		JOURNYMAN			FOREMAN			GEN. FOREMAN		
		St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
Direct Cost p/ hour		\$74.06	\$105.80	\$137.54	\$80.01	\$114.65	\$149.29	\$85.96	\$123.50	\$161.05
Small Tools	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Safety	2.5%	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85
Clean Up	3.0%	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22
Totals		\$78.13	\$109.87	\$141.61	\$84.08	\$118.72	\$153.36	\$90.03	\$127.57	\$165.12
Mark Up	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$78.13	\$109.87	\$141.61	\$84.08	\$118.72	\$153.36	\$90.03	\$127.57	\$165.12

TAFT ELECTRIC COMPANY
Labor Rate
August 1 to December 31 2017

VENTURA COUNTY
LOCAL 952
APPRENTICES

	JRYM	40%	45%	50%	60%	70%	85%				
Direct Cost	\$74.06	\$30.18	\$32.86	\$48.12	\$53.47	\$58.82	\$66.16	\$0.00	\$0.00	\$0.00	
Small Tools (3%)	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Safety (2.5%)	3%	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85	\$1.85			
Clean Up (3%)	3%	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22			
Sub Total		\$78.13	\$34.25	\$36.93	\$52.19	\$57.54	\$62.89	\$70.23	\$0.00	\$0.00	\$0.00
Mark Up	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total		\$78.13	\$34.25	\$36.93	\$52.19	\$57.54	\$62.89	\$70.23	\$0.00	\$0.00	\$0.00

**TAFT ELECTRIC CO.
LABOR BURDEN REPORT
Period of December 26, 2016 to July 30, 2017**

**VENTURA COUNTY
LOCAL 952**

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 41.42	\$ 62.13	\$ 82.84	\$ 46.10	\$ 69.15	\$ 92.20	\$ 50.78	\$ 76.17	\$ 101.56
HEALTH & WELFARE	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79
LOCAL PENSION	12.14	18.21	24.28	12.14	18.21	24.28	12.14	18.21	24.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45
N.E.I.F. (1%)	0.41	0.62	0.83	0.46	0.69	0.92	0.51	0.76	1.02
NAT. PENSION (3%)	1.24	1.86	2.49	1.38	2.07	2.77	1.52	2.29	3.05
UNION BURDEN	\$ 23.04	\$ 29.94	\$ 36.83	\$ 23.22	\$ 30.22	\$ 37.21	\$ 23.41	\$ 30.50	\$ 37.58
F.I.C.A. (7.65%)	\$ 3.17	\$ 4.75	\$ 6.34	\$ 3.53	\$ 5.29	\$ 7.05	\$ 3.88	\$ 5.83	\$ 7.77
F.U.I. (0.8%)	0.33	0.50	0.66	0.37	0.55	0.74	0.41	0.61	0.81
S.U.I. (6.2%)	2.57	3.85	5.14	2.86	4.29	5.72	3.15	4.72	6.30
TAX BURDEN	\$ 6.07	\$ 9.10	\$ 12.14	\$ 6.75	\$ 10.13	\$ 13.51	\$ 7.44	\$ 11.16	\$ 14.88
LIABILITY INSURANCE 5.3%	\$ 2.20	\$ 3.29	\$ 4.39	\$ 2.44	\$ 3.66	\$ 4.89	\$ 2.69	\$ 4.04	\$ 5.38
WORKMAN'S COMP	1.34	1.34	1.34	1.49	1.49	1.49	1.64	1.64	1.64
INSURANCE BURDEN	\$ 3.53	\$ 4.63	\$ 5.73	\$ 3.93	\$ 5.15	\$ 6.38	\$ 4.33	\$ 5.68	\$ 7.02
DIRECT COST PER HOUR	\$ 74.06	\$ 105.80	\$ 137.54	\$ 80.01	\$ 114.65	\$ 149.29	\$ 85.96	\$ 123.50	\$ 161.05
DIRECT COST PER DAY	\$ 592.46		\$ 63.48	\$ 640.08		\$ 69.28	\$ 687.71		\$ 75.08
DIRECT COST PER WEEK	\$ 2,962.32			\$ 3,200.42			\$ 3,438.53		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$30.00/HOUR = 5.171%
 WORKMAN'S COMP RATES: GREATER THAN \$30.00/HOUR = 3.230%

Traffic Signal Technician

**TAFT ELECTRIC CO.
LABOR BURDEN REPORT**

Period of December 26, 2016 to July 30, 2017

**VENTURA COUNTY
LOCAL 952**

	St. Time	T.S Technician		Overscale T.S Technician		
		1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 31.07	\$ 46.60	\$ 62.13	\$ 41.42	\$ 62.13	\$ 82.84
HEALTH & WELFARE	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79
LOCAL PENSION	12.14	18.21	24.28	12.14	18.21	24.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.45	0.45	0.45	0.25	0.25	0.25
N.E.I.F. (1%)	0.31	0.47	0.62	0.41	0.62	0.83
NAT. PENSION (3%)	<u>0.93</u>	<u>1.40</u>	<u>1.86</u>	<u>1.24</u>	<u>1.86</u>	<u>2.49</u>
UNION BURDEN	\$ 22.62	\$ 29.31	\$ 36.01	\$ 22.84	\$ 29.74	\$ 36.63
F.I.C.A. (7.65%)	\$ 2.38	\$ 3.56	\$ 4.75	\$ 3.17	\$ 4.75	\$ 6.34
F.U.I. (.8%)	0.25	0.37	0.50	0.33	0.50	0.66
S.U.I. (6.2%)	<u>1.93</u>	<u>2.89</u>	<u>3.85</u>	<u>2.57</u>	<u>3.85</u>	<u>5.14</u>
TAX BURDEN	\$ 4.55	\$ 6.83	\$ 9.10	\$ 6.07	\$ 9.10	\$ 12.14
LIABILITY INSURANCE	5.3% \$ 1.65	\$ 2.47	\$ 3.29	\$ 2.20	\$ 3.29	\$ 4.39
WORKMAN'S COMP	4.15% <u>1.29</u>	<u>1.29</u>	<u>1.29</u>	<u>1.23</u>	<u>1.23</u>	<u>1.23</u>
INSURANCE BURDEN	\$ 2.94	\$ 3.76	\$ 4.58	\$ 3.43	\$ 4.52	\$ 5.62
DIRECT COST PER HOUR	\$ 61.17	\$ 86.50	\$ 111.82	\$ 73.75	\$ 105.49	\$ 137.23
DIRECT COST PER DAY	\$ 489.39			\$ 590.00		
DIRECT COST PER WEEK	\$ 2,446.95			\$ 2,950.01		

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$30.00/HOUR = 5.171%

WORKMAN'S COMP RATES: GREATER THAN \$30.00/HOUR = 3.230%

CONDUIT CONSTRUCTION WORKER'S COMP RATES: 4.148%

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
Period of December 26, 2016 to July 30, 2017

VENTURA COUNTY
LOCAL 952

APPRENTICES - Indentured after 10/01/2012

	40%		45%		50%		60%		70%		85%	
WAGES	\$ 16.57	\$ 24.85	\$ 18.64	\$ 27.96	\$ 20.71	\$ 31.07	\$ 24.85	\$ 37.28	\$ 28.99	\$ 43.49	\$ 35.21	\$ 52.81
HEALTH & WELFARE	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79
LOCAL PENSION	-	-	-	-	12.14	18.21	12.14	18.21	12.14	18.21	12.14	18.21
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	-	-	-	-	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45
NAT. PENSION (3%)	0.50	0.75	0.56	0.84	0.62	0.93	0.75	1.12	0.87	1.30	1.06	1.58
N.E.I.F. (1%)	0.17	0.25	0.19	0.28	0.21	0.31	0.25	0.37	0.29	0.43	0.35	0.53
UNION BURDEN	\$ 9.45	\$ 9.78	\$ 9.54	\$ 9.91	\$ 22.21	\$ 28.69	\$ 22.37	\$ 28.94	\$ 22.54	\$ 29.19	\$ 22.79	\$ 29.56
F.I.C.A. (7.65%)	\$ 1.27	\$ 1.90	\$ 1.43	\$ 2.14	\$ 1.58	\$ 2.38	\$ 1.90	\$ 2.85	\$ 2.22	\$ 3.33	\$ 2.69	\$ 4.04
F.U.I. (.8%)	0.13	0.20	0.15	0.22	0.17	0.25	0.20	0.30	0.23	0.35	0.28	0.42
S.U.I. (6.2%)	1.03	1.54	1.16	1.73	1.28	1.93	1.54	2.31	1.80	2.70	2.18	3.27
TAX BURDEN	\$ 2.43	\$ 3.64	\$ 2.73	\$ 4.10	\$ 3.03	\$ 4.55	\$ 3.64	\$ 5.46	\$ 4.25	\$ 6.37	\$ 5.16	\$ 7.74
LIABILITY INSURANC 5.3%	\$ 0.88	\$ 1.32	\$ 0.99	\$ 1.48	\$ 1.10	\$ 1.65	\$ 1.32	\$ 1.98	\$ 1.54	\$ 2.31	\$ 1.87	\$ 2.80
WORKMAN'S COMP	0.86	0.86	0.96	0.96	1.07	1.07	1.29	1.29	1.50	1.50	1.14	1.14
INSURANCE BURDEN	\$ 1.73	\$ 2.17	\$ 1.95	\$ 2.45	\$ 2.17	\$ 2.72	\$ 2.60	\$ 3.26	\$ 3.04	\$ 3.80	\$ 3.00	\$ 3.94
DIRECT COST PER HOUR	\$ 30.18	\$ 40.45	\$ 32.86	\$ 44.41	\$ 48.12	\$ 67.03	\$ 53.47	\$ 74.94	\$ 58.82	\$ 82.86	\$ 66.16	\$ 94.05
DIRECT COST PER DAY	\$ 241.46	\$ 323.61	\$ 262.85	\$ 355.27	\$ 384.97	\$ 536.21	\$ 427.75	\$ 599.76	\$ 470.54	\$ 662.88	\$ 529.25	\$ 752.40
DIRECT COST PER WEEK	\$ 1,207.31	\$ 1,618.03	\$ 1,314.27	\$ 1,776.34	\$ 1,924.84	\$ 2,681.04	\$ 2,138.77	\$ 2,998.80	\$ 2,352.69	\$ 3,172.08	\$ 2,646.25	\$ 3,562.00

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$30.00/HOUR = 5.171%

WORKMAN'S COMP RATES: GREATER THAN \$30.00/HOUR = 3.230%

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VENTURA COUNTY

LOCAL 952

APPRENTICES - Indentured BEFORE 10/01/2012

	JRYM	75%	85%
WAGES	\$ 41.42	\$ 31.07	\$ 35.21
HEALTH & WELFARE	\$ 7.79	\$ 7.79	\$ 7.79
LOCAL PENSION	12.14	12.14	12.14
TRAINING FUND	1.00	1.00	1.00
LMCC	0.45	0.45	0.45
NAT. PENSION (3%)	0.41	0.93	1.06
N.E.I.F. (1%)	<u>1.24</u>	<u>0.31</u>	<u>0.35</u>
UNION BURDEN	\$ 23.04	\$ 22.62	\$ 22.79
F.I.C.A. (7.65%)	\$ 3.17	\$ 2.38	\$ 2.69
F.U.I. (.8%)	0.33	0.25	0.28
S.U.I. (6.2%)	<u>2.57</u>	<u>1.93</u>	<u>2.18</u>
TAX BURDEN	\$ 6.07	\$ 4.55	\$ 5.16
LIABILITY INSURANCE 5.3%	\$ 2.20	\$ 1.65	\$ 1.87
WORKMAN'S COMP	<u>1.34</u>	<u>1.00</u>	<u>1.14</u>
INSURANCE BURDEN	\$ 3.53	\$ 2.65	\$ 3.00
DIRECT COST PER HOUR	\$ 74.06	\$ 60.89	\$ 66.16
DIRECT COST PER DAY	\$ 592.46	\$ 487.11	\$ 529.25
DIRECT COST PER WEEK	\$ 2,962.32	\$ 2,435.54	\$ 2,646.25

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$30.00/HOUR = 5.171%

WORKMAN'S COMP RATES: GREATER THAN \$30.00/HOUR = 3.230%

**TAFT ELECTRIC CO.
LABOR BURDEN REPORT
Period of December 26, 2016 to July 30, 2017**

Swing Shift Work
VENTURA COUNTY
LOCAL 952

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 48.59	\$ 72.89	\$ 97.18	\$ 54.08	\$ 81.12	\$ 108.16	\$ 59.56	\$ 89.34	\$ 119.12
HEALTH & WELFARE	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79
LOCAL PENSION	12.14	18.21	24.28	12.14	18.21	24.28	12.14	18.21	24.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45
N.E.I.F. (1%)	0.49	0.73	0.97	0.54	0.81	1.08	0.60	0.89	1.19
NAT. PENSION (3%)	1.46	2.19	2.92	1.62	2.43	3.24	1.79	2.68	3.57
UNION BURDEN	\$ 23.32	\$ 30.37	\$ 37.41	\$ 23.54	\$ 30.69	\$ 37.85	\$ 23.76	\$ 31.02	\$ 38.28
F.I.C.A. (7.65%)	\$ 3.72	\$ 5.58	\$ 7.43	\$ 4.14	\$ 6.21	\$ 8.27	\$ 4.56	\$ 6.83	\$ 9.11
F.U.I. (0.8%)	0.39	0.58	0.78	0.43	0.65	0.87	0.48	0.71	0.95
S.U.I. (6.2%)	3.01	4.52	6.03	3.35	5.03	6.71	3.69	5.54	7.39
TAX BURDEN	\$ 7.12	\$ 10.68	\$ 14.24	\$ 7.92	\$ 11.88	\$ 15.85	\$ 8.73	\$ 13.09	\$ 17.45
LIABILITY INSURANCE	5.3% \$ 2.58	\$ 3.86	\$ 5.15	\$ 2.87	\$ 4.30	\$ 5.73	\$ 3.16	\$ 4.74	\$ 6.31
WORKMAN'S COMP	1.57	1.57	1.57	1.75	1.75	1.75	1.92	1.92	1.92
INSURANCE BURDEN	\$ 4.14	\$ 5.43	\$ 6.72	\$ 4.61	\$ 6.05	\$ 7.48	\$ 5.08	\$ 6.66	\$ 8.24
DIRECT COST PER HOUR	\$ 83.18	\$ 119.36	\$ 155.54	\$ 90.16	\$ 129.75	\$ 169.33	\$ 97.13	\$ 140.11	\$ 183.09
DIRECT COST PER DAY	\$ 665.41			\$ 721.27			\$ 777.03		
DIRECT COST PER WEEK	\$ 3,327.07			\$ 3,606.36			\$ 3,885.14		

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$30.00/HOUR = 5.171%
 WORKMAN'S COMP RATES: GREATER THAN \$30.00/HOUR = 3.230%

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Swing Shift Work

VENTURA COUNTY

LOCAL 952

APPRENTICES - Indentured after 10/01/2012

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
 Period of December 26, 2016 to July 30, 2017

	40%	45%	50%	60%	70%	85%
WAGES	\$ 19.44	\$ 21.86	\$ 24.29	\$ 29.15	\$ 34.01	\$ 41.30
HEALTH & WELFARE	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79
LOCAL PENSION	-	-	12.14	12.14	12.14	12.14
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	-	-	0.45	0.45	0.45	0.45
NAT. PENSION (3%)	0.58	0.66	0.73	0.87	1.02	1.24
N.E.I.F. (1%)	<u>0.19</u>	<u>0.22</u>	<u>0.24</u>	<u>0.29</u>	<u>0.34</u>	<u>0.41</u>
UNION BURDEN	\$ 9.57	\$ 9.66	\$ 22.35	\$ 22.55	\$ 22.74	\$ 23.03
F.I.C.A. (7.65%)	\$ 1.49	\$ 1.67	\$ 1.86	\$ 2.23	\$ 2.60	\$ 3.16
F.U.I. (.8%)	0.16	0.17	0.19	0.23	0.27	0.33
S.U.I. (6.2%)	<u>1.21</u>	<u>1.36</u>	<u>1.51</u>	<u>1.81</u>	<u>2.11</u>	<u>2.56</u>
TAX BURDEN	\$ 2.85	\$ 3.20	\$ 3.56	\$ 4.27	\$ 4.98	\$ 6.05
LIABILITY INSURANCE 5.3%	\$ 1.03	\$ 1.16	\$ 1.29	\$ 1.54	\$ 1.80	\$ 2.19
WORKMAN'S COMP	<u>1.01</u>	<u>1.13</u>	<u>1.26</u>	<u>1.51</u>	<u>1.76</u>	<u>1.33</u>
INSURANCE BURDEN	\$ 2.04	\$ 2.29	\$ 2.54	\$ 3.05	\$ 3.56	\$ 3.52
DIRECT COST PER HOUR	\$ 33.89	\$ 37.02	\$ 52.74	\$ 59.02	\$ 65.29	\$ 73.91
DIRECT COST PER DAY	\$ 271.13	\$ 296.13	\$ 421.95	\$ 472.15	\$ 522.35	\$ 591.24
DIRECT COST PER WEEK	\$ 1,355.64	\$ 1,480.63	\$ 2,109.74	\$ 2,360.75	\$ 2,611.76	\$ 2,956.21

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$30.00/HOUR = 5.171%

WORKMAN'S COMP RATES: GREATER THAN \$30.00/HOUR = 3.230%

5.171%

3.230%

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
 Period of December 26, 2016 to July 30, 2017

Grave Shift Work
VENTURA COUNTY
LOCAL 952

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 54.43	\$ 81.65	\$ 108.86	\$ 60.58	\$ 90.87	\$ 121.16	\$ 66.72	\$ 100.08	\$ 133.44
HEALTH & WELFARE	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79
LOCAL PENSION	12.14	18.21	24.28	12.14	18.21	24.28	12.14	18.21	24.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45
N.E.I.F. (1%)	0.54	0.82	1.09	0.61	0.91	1.21	0.67	1.00	1.33
NAT. PENSION (3%)	1.63	2.45	3.27	1.82	2.73	3.63	2.00	3.00	4.00
UNION BURDEN	\$ 23.56	\$ 30.72	\$ 37.87	\$ 23.80	\$ 31.08	\$ 38.37	\$ 24.05	\$ 31.45	\$ 38.86
F.I.C.A. (7.65%)	\$ 4.16	\$ 6.25	\$ 8.33	\$ 4.63	\$ 6.95	\$ 9.27	\$ 5.10	\$ 7.66	\$ 10.21
F.U.I. (0.8%)	0.44	0.65	0.87	0.48	0.73	0.97	0.53	0.80	1.07
S.U.I. (6.2%)	3.37	5.06	6.75	3.76	5.63	7.51	4.14	6.20	8.27
TAX BURDEN	\$ 7.97	\$ 11.96	\$ 15.95	\$ 8.87	\$ 13.31	\$ 17.75	\$ 9.77	\$ 14.66	\$ 19.55
LIABILITY INSURANCE 5.3%	\$ 2.88	\$ 4.33	\$ 5.77	\$ 3.21	\$ 4.82	\$ 6.42	\$ 3.54	\$ 5.30	\$ 7.07
WORKMAN'S COMP	1.76	1.76	1.76	1.96	1.96	1.96	2.16	2.16	2.16
INSURANCE BURDEN	\$ 4.64	\$ 6.09	\$ 7.53	\$ 5.17	\$ 6.77	\$ 8.38	\$ 5.69	\$ 7.46	\$ 9.23
DIRECT COST PER HOUR	\$ 90.60	\$ 130.41	\$ 170.21	\$ 98.43	\$ 142.04	\$ 185.65	\$ 106.23	\$ 153.65	\$ 201.07
DIRECT COST PER DAY	\$ 724.83			\$ 787.41			\$ 849.88		
DIRECT COST PER WEEK	\$ 3,624.16			\$ 3,937.03			\$ 4,249.38		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$30.00/HOUR = 5.171%
 WORKMAN'S COMP RATES: GREATER THAN \$30.00/HOUR = 3.230%



Los Angeles County Chapter
National Electrical Contractors Association
100 E. Corson Street, Suite 410
Pasadena, CA 91103
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IMPORTANT: Labor Relations Bulletin

IBEW Local 952 (Ventura County) Inside Wiremen's Agreement

Rates effective December 26, 2016 through July 30, 2017

The **\$0.95** increase effective 12/26/2016 will be allocated as follows: **\$0.31** to wages, **\$0.25** to pension, and **\$0.39** to the health plan. Accordingly, the wages and fringe benefits for the effective dates above will be:

	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 50.78	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 46.10	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman	\$ 41.42	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 45.56	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 31.07	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
Apprentices-- 1st Year 40%	\$ 16.57	3%	\$ -	\$ 7.79	\$ 1.00	\$ -	1%	0.5%	See footnote (e)	\$ -	---	---
Indentured after 45%	\$ 18.64	3%	\$ -	\$ 7.79	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	---
10/1/2012. ** 2nd Year 50%	\$ 20.71	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ -	()	(5%)
3rd Year 60%	\$ 24.85	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ -	()	(5%)
4th Year** 70%	\$ 28.99	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
5th Year 85%	\$ 35.21	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)

- (a) For Zone B wages, add \$5.00 to all wage rates. See Section 3.16(b) and (c) of the Agreement for Zone definitions.
- (b) NEBF contribution is an amount equal to 3% of the gross wage.
- (c) First year apprentices and unindentured apprentices are excluded from Local Pension and LMCC. For OT and DT work, pension contribution is made at the appropriate rate (i.e., 1.5x or 2x, respectively).
- (d) NEIF contribution is an amount equal to 1% of gross wage and is paid by NECA members only. AMF contribution is an amount equal to 0.5% of gross wage and is paid by non-NECA contractors only.
- (e) Voluntary authorization required. Employee option of \$0.00 deduction, or a \$0.05 deduction for COPE and/or a \$0.05 deduction for the Charity League.
- (f) Applies to 70% apprentices and above.
- (g) Employee may opt to make a voluntary employee deduction of 0%, 3%, 6%, 9% or 15%. 35%, 40% and 45% apprentices are excluded from the 401(k) plan.
- (h) Voluntary written authorization required in advance, and is usually provided at time of dispatch. Amount is subject to change as determined by LU 952.

Future increases:

Effective Date	Amount to be allocated	Amount to LMCC
7/31/2017	+ \$0.80	---
1/1/2018	+ \$0.90	+ \$0.05
7/30/2018	+ \$0.85	---
12/31/2018	+ \$0.95	---
7/29/2019	+ \$0.90	---
12/30/2019	+ \$0.95	+ \$0.05
7/27/2020	+ \$0.90	---
9/30/2020	Contract expiration date	

**** Note:** Apprentices who were indentured before 10/1/2012 may have a 75% rate during their fourth year. If this is the case, their wage rates are as follows:
 Day shift= \$31.07; swing shift= \$36.45; graveyard shift= \$40.83; All fringe benefit rates are the same as other fourth year apprentices.

Shift rates:

Swing Shift	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 59.56	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 54.08	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (swing shift)	\$ 48.59	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 53.44	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 36.45	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	See	\$ (3.00)	()	(5%)
Apprentices-- 1st Year 40%	\$ 19.44	3%	\$ -	\$ 7.79	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	(5%)
<i>Indentured after</i> 45%	\$ 21.86	3%	\$ -	\$ 7.79	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	(5%)
10/1/2012.** 2nd Year 50%	\$ 24.29	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ -	()	(5%)
3rd Year 60%	\$ 29.15	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ -	()	(5%)
4th Year** 70%	\$ 34.01	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
5th Year 85%	\$ 41.30	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)

Graveyard Shift	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 66.72	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 60.58	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (graveyard shift)	\$ 54.43	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 59.87	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 40.83	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%	See	\$ (3.00)	()	(5%)
Apprentices-- 1st Year 40%	\$ 21.77	3%	\$ -	\$ 7.79	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	(5%)
<i>Indentured after</i> 45%	\$ 24.49	3%	\$ -	\$ 7.79	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	(5%)
10/1/2012.** 2nd Year 50%	\$ 27.21	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ -	()	(5%)
3rd Year 60%	\$ 32.65	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ -	()	(5%)
4th Year** 70%	\$ 38.09	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)
5th Year 85%	\$ 46.27	3%	\$ 12.14	\$ 7.79	\$ 1.00	\$ 0.45	1%	0.5%		\$ (3.00)	()	(5%)

See Page 1 for all footnotes

Information regarding shifts:

1. Working a day shift only is not considered a "shift" under the terms of the agreement.
2. The day shift is the first shift, the swing shift is the second shift and the graveyard shift is the third shift. Thus, the regular work week begins Monday morning with the first shift and ends Saturday morning with the third shift. The graveyard shift for Friday ends on Saturday morning, therefore Saturday's overtime rate does not apply. This is also true for shifts that end on Sundays and holidays.
3. One (1) employee constitutes the establishment of a "shift."
4. Where shifts are worked overtime, after the regular shift the applicable overtime rate (1½ times up to 12 hours worked) shall apply in the addition to the designated shift differential pay. However, the shift differential is not paid on overtime days -- which includes Saturdays, Sundays, holidays and overtime days on approved four ten-hour day workweeks. Double the straight time rate of pay is the maximum amount paid for any work.
5. Shifts must be a minimum of five (5) days duration, which may include Saturday, Sunday and holidays. (This requirement applies to the scheduling and performance of work, not the uninterrupted presence of a particular individual or individuals on the job.)
6. Either the swing or graveyard shifts may be worked alone without the requirement of a day shift.
7. While the shift must last for a minimum of five days duration, it is not necessary for each employee to work the five days in order to fall under the shift work provisions of the agreement.
8. Per Section 3.12 of the agreement, the shift rate of pay is determined by the start time of the shift (see chart below).

First Shift (Day Shift): Start time between 6:00 AM and 10:00 AM (Straight Time Rate)
Second Shift (Swing): Start time between 10:01 AM and 8:00 PM (Straight Time Rate +17.3%)
Third Shift (Graveyard): Start time between 8:01 PM and 5:59 AM (Straight Time Rate +31.4%)



CONTINGENCY ALLOCATION REQUEST

CAR No. 153 R0

Date: 8/16/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 280/403 Soffit Vents

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-23,388
	Subtotal:	-23,388

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add eave vents at the Kindergarten and Classroom Buildings.	Abdellatif Enterprises Inc	23,388
Reason: To achieve necessary air flow and ventilation i attic spaces.		
Requested By: SVA Architects		
Ref: RFIs 280, 403		
	Subtotal:	23,388

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Carl Magnus Project Executive
Printed Name & Title

Date

9-20-18
Date



Change Order #

24

DATE: January 22, 2018

PROJECT: Elm Street Elementary School

Cost proposal associated with supply and install eave vents at Classroom and Kindergarten buildings

Description	Qty	Unit	Unit Price	Extension
Flannery SFEV 1500 vent	1150'			\$ 3,367.00
Misc. screws				\$ 300.00
Material Subtotal				\$ 3,667.00
Material Sales Tax				\$ -
Freight				\$ -
Material Total				\$ 3,667.00
Equipment				\$ -
Labor (to rip plywood)	115	hour	\$ 72.48	\$ 8,335.20
Labor (to install vent)	115	hour	\$ 72.48	\$ 8,335.20
Subtotal				\$ 20,337.40
Profit & Overhead		15%		\$ 3,050.61
Change Order Total				\$ 23,388.01



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u> <u>Laguna Hills, CA 92653</u>	Local Union No.: <u>409</u>
Telephone: <u>(949) 215-4790</u>	Classification: <u>Journeyman</u>
	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$41.25	\$61.88	\$20.63	\$82.50	\$41.25
2.) F.I.C.A	0.077	\$3.58	\$5.16	\$1.58	\$6.74	\$3.16
3.) Federal Unemployment Tax	0.008	\$0.37	\$0.54	\$0.17	\$0.70	\$0.33
4.) State Unemployment Tax	0.062	\$2.90	\$4.18	\$1.28	\$5.46	\$2.56
5.) Health & Welfare Fund		\$7.10	\$7.10	\$0.00	\$7.10	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.00	\$4.00	\$0.00	\$4.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.60	\$1.60	\$0.00	\$1.60	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Workmen's Compensation		\$5.80	\$5.80	\$0.00	\$5.80	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.93
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 280

Project: Elm Elementary School Reconstruction Project

Date: 12-20-17

Discipline: Architectural

Subject: Vents at Classroom Building Walkway Ceilings and Eaves

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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QUESTION

Please confirm if vents will be required at the exterior walkway ceilings of the Classroom Building, both 1st and 2nd floor, and the enclosed eaves around the building. Currently none are shown on the plans at these locations.

ANSWER

Yes, vents are required at the exterior walkway ceilings of the Classroom Building, both first and second floors. See attached sketches for locations and vent product Vents to be located approx 6" from end of soffit / eave / wall.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Cecil Rodriguez	1/26/2018
Abdellatif Enterprises Inc	Hazem Abdella4f	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: Alex Rivera - Bernards

Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 280

To: Tom Bardwell

Date: 12-20-17

Company: SVA Architects

Discipline: Architectural

Project: Elm Elementary School Reconstruction Project

**Subject: Vents at Classroom Building Walkway
Ceilings and Eaves**

Response Requested By: 12-27-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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QUESTION

Please confirm if vents will be required at the exterior walkway ceilings of the Classroom Building, both 1st and 2nd floor, and the enclosed eaves around the building. Currently none are shown on the plans at these locations.

ANSWER

Yes, vents are required at the exterior walkway ceilings of the Classroom Building, both first and second floors. See attached sketches for locations and vent product. Vents to be located approx. 6" from end of soffit / eave / wall.

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>1/25/18</u>
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards

Submitted By: Alex Rivera - Bernards