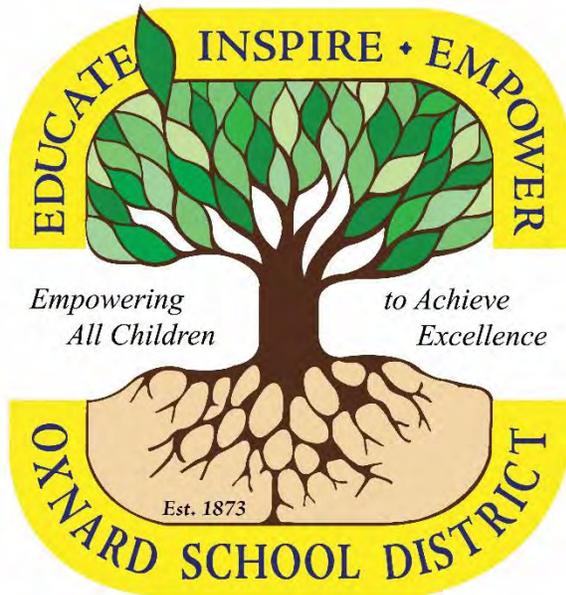


OXNARD SCHOOL DISTRICT

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 Penanhoat
Assistant Superintendent,
Business & Fiscal Services
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

AGENDA #4
REGULAR BOARD MEETING
Wednesday, September 19, 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

September 19, 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

Ms. Carmen Serrano, Principal, at Sierra Linda School, will introduce Melanie Espinoza, 5th grader, in Ms. Bouvet’s 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 Sophya Colbert, 5th grader, in Ms. Finney’s class; and then read in Spanish by Miguel Ramirez Vasquez, 4th grader, in Ms. Alvarado’s class. The District’s Mission Statement will be read in English by Carlos Cruz, 5th grader, in Finney’s class; then read in Spanish by Ximena Avina, 5th grader, in Ms. Finney’s class.

A.4 Presentation by Sierra Linda School of Health & Art

Ms. Carmen Serrano, Principal, will provide a short presentation to the Board regarding Sierra Linda School of Health & Art. 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 School Safety (DeGenna/Ridge)

This study session will focus upon the broad-based and specific measures used within Oxnard School District in keeping students and staff safe on a daily basis. The presentation takes a close look at two distinct concerns in relation to school safety: school violence and bullying. These two concerns are prominent in today’s discourse related to public school safety. Oxnard School District has many important policies, practices and procedures currently in place that support a safe school campus. Today’s presentation describes the ways in which students and staff are protected from school violence and bullying.

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.

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

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: 3 cases
 - Office of Administrative Services Case No. OAH 2018-06-0928
 - Office of Administrative Services Case No. OAH 2018-08-0966
 - Office of Administrative Services Case No. OAH 2018-09-0070

2. Removal/Suspension/Expulsion of a Student (Education Code 48912; 20 U.S.C. Section 1232g):
 - Case No. 17-03 (Action Item)

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

4. Pursuant to Section 54956.8 of the *Government Code*:
 - Conference with Real Property Negotiators (for acquisition of new school site):
 - Property: Parcel located at Teal Club Road, North of Teal Club Road, and 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 Vaca
 - Reassignment, Appointments

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:

A.11 Study Session – Overview of Oxnard School District Child Nutrition Services Program (Penanhoat/Lugotoff)

The Board will receive a presentation on the District's Child Nutrition Services Program mission, program funding and cost, and accomplishments and goals.

A.12 Report – Unaudited Actuals Expenditures/Highlights for 2017/2018 (Penanhoat/Crandall Plasencia)

The Assistant Superintendent, Business & Fiscal Services and the Director of Finance will provide the Board with a presentation regarding the 2017/2018 fiscal year Expenditures and Unaudited Actuals.

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

Section B PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

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

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

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

B.2 Public Hearing – Conduct Public Hearing to Sunshine the California School Employees Association's (CSEA), Chapter #272 and the Oxnard School District's (District) Initial Proposals for 2018-2019 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2017-18 Local Control Accountability Plan (LCAP) prior to its adoption at the June 21, 2017 board meeting.

Presentation:
Board Discussion:
Public Comment:

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association ("CSEA") and the Oxnard School District (District), the District and CSEA would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate the items listed below:

Article 7: Evaluations
Article 9: Pay Allowances
Article 12: Employee Expenses & Materials
Article 13: Health & Welfare Benefits
Article 16: Leaves
Article 29: Term of Agreement

It is the recommendation of the Assistant Superintendent of Human Resources that the Board conduct the Public Hearing to Sunshine CSEA and the District's initial proposals for negotiations for the 2018-2019 school years.

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 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

Special Education:

- | | |
|---|--------------------|
| <ul style="list-style-type: none"> ▪ #18-107 Dr. Carolyn Banks to provide consultant services to Oxnard School District, Special Education Services, during the 2018-2019 academic school year; amount not to exceed \$30,000.00, to be paid from Special Education funds. | DeGenna/
Sugden |
| <ul style="list-style-type: none"> ▪ #18-108 Endtest Pro Psychology, Inc. to provide Independent Education Evaluator Services to the Special Education Services Department during the 2018-2019 academic year to complete psychoeducational evaluations on due process claims; amount not to exceed \$5,000.00, to be paid from Special Education funds. | DeGenna/
Sugden |
| <ul style="list-style-type: none"> ▪ #18-110 Actum Clinical & Behavioral Services to work with the Special Education Services Department as an Independent Educational Evaluator to provide ecological behavior assessments including document review, school and home visits, and interviews with relevant school staff and family for assessments; amount not to exceed \$10,000.00, to be paid from Special Education funds. | DeGenna/
Sugden |
| <ul style="list-style-type: none"> ▪ #18-111 Dr. Beatrice Braun, Auditory Processing Center of Pasadena, to provide (central) auditory processing evaluations for the Special Education Services Department during the 2018-2019 academic year; amount not to exceed \$15,000.00, to be paid from Special Education funds. | DeGenna/
Sugden |
| <ul style="list-style-type: none"> ▪ #18-112 Center for Autism & Related Disorders, LLC to provide Independent Educational Evaluator Services to the Special Education Services Department during the 2018-2019 academic year to complete Autism Evaluations; amount not to exceed \$20,000.00, to be paid from Special Education funds. | DeGenna/
Sugden |
| <ul style="list-style-type: none"> ▪ #18-113 Hayden Consultation Services Inc. to provide Independent Educational Evaluation Services to the Special Education Services Department during the 2018-2019 academic year to complete comprehensive independent educational evaluations; amount not to exceed \$30,000.00, to be paid from Special Education funds. | DeGenna/
Sugden |
| <ul style="list-style-type: none"> ▪ #18-114 Exceptional Educational Consultants Inc. to provide consultation to teachers and specialists in the Oxnard School District, including review of Individualized Education Plans (IEP), IEP meeting preparation, classroom organizational and instructional strategies, personnel development on topics requested by the district on a periodic basis, and will also provide review and feedback as schedule allows; amount not to exceed \$20,000.00, to be paid from Special Education funds. | DeGenna/
Sugden |
| <ul style="list-style-type: none"> ▪ #18-115 Carren J. Stika, Ph.D, Licensed Clinical Psychologist, to provide Independent Education Evaluator Services to the Special Education Services Department during the 2018-2019 academic year; amount not to exceed \$20,000.00, to be paid from Special Education funds. | DeGenna/
Sugden |

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

Section C
CONSENT AGENDA
 (continued)

C.1 Agreements (continued)

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

Special Education:

- #18-116 Hollar Speech & Language Therapy to provide Independent Education Evaluator Services for the Special Education Services Department during the 2018-2019 academic year to complete evaluations on due process claims; amount not to exceed \$30,000.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-117 Two Trees Physical Therapy will provide vision therapy services and complete vision assessments as an Independent Education Evaluator for the Special Education Services Department during the 2018-2019 academic year; amount not to exceed \$5,000.00, to be paid with Special Education funds. DeGenna/
Sugden

Support Services:

- #18-129 Nigro & Nigro, PC to provide a professional development workshop relative to Associated Student Body (ASB) accounting procedures for district office and site staff, amount not to exceed \$1,500.00, to be paid from the General Fund. Penanhoat

C.2 Ratification of Agreements

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

Special Education:

- #18-106 Children's Therapy Network Inc. to provide supplemental staffing to the Oxnard School District on an "as needed" basis. Children's Therapy Network Inc. will be responsible for payment of each of their service provider's wages and insurance, including worker's compensation and general liability. Oxnard School District will provide all orientation, support, facilities, and training for service providers; amount not to exceed \$60,000.00, to be paid from Special Education funds. DeGenna/
Sugden
- #18-118 Lindamood-Bell Learning Processes to provide 1:1 sensory-cognitive instruction services during the 2018-2019 school year; amount not to exceed \$50,000.00, to be paid from Special Education funds. DeGenna/
Sugden
- #18-119 Pleasant Valley School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Pleasant Valley School District student #AL082012 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement. DeGenna/
Sugden
- #18-120 Ocean View School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Ocean View School District student #AA080514 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement. DeGenna/
Sugden

**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
Special Education:	
<ul style="list-style-type: none"> ▪ #18-121 Hueneme School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Hueneme School District student #EG082714 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ #18-122 Rio School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Rio School District student #SG092208 for the 2018-2019 school year. Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ #18-123 Fillmore Unified School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Fillmore Unified School District student #JC111411 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ #18-124 Briggs Elementary School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Briggs Elementary School District student #VH121010 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ # 18-125 Hueneme School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Hueneme School District student #VN042612 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ # 18-126 Hueneme School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Hueneme School District student #SM081713 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ #18-127 Pleasant Valley School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Pleasant Valley School District student #LA101809 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement. 	DeGenna/ Sugden

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:

- #18-109 School on Wheels, Inc., the purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration. Oxnard School District and School on Wheels Inc. will work together in the 2018-2019 school year to identify and serve homeless children within the school district. School on Wheels Inc. will provide one-on-one tutoring to homeless students during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the needs of the family. DeGenna/
Ridge

C.3 Approval of Amendment #006 to Agreement #12-231 with SVA Architects to Provide Additional Architectural Services for the Lemonwood K-8 School Reconstruction Project (Penanhoat /Fateh/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Amendment #006 to Agreement #12-231 with SVA Architects for additional Architectural Services for the Lemonwood K-8 School Reconstruction Project; amount not to exceed \$12,500.00, to be paid out of the Master Construct and Implementation Funds.

C.4 Approval of Amendment #001 to Agreement #17-49 with IBI Group to Provide Additional Architectural Services for the Rose Avenue School Reconstruction Project (Penanhoat/Fateh/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Amendment #001 to Agreement 17-49 with IBI Group for additional Architectural Services for the Rose Avenue School Reconstruction Project; amount not to exceed \$140,470.00, to be paid out of the Master Construct and Implementation Funds.

C.5 Approval of Change Order No. 003 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 approve Change Order No. 003 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 \$106,106.00, to be paid out of Master Construct & Implementation Funds.

C.6 Approval of Change Order No. 003 to Construction Services Agreement #17-218 with Viola Constructors Inc. to adjust costs for the Kinder/Flex Project at Ritchen Elementary School (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 Change Order No. 003 to Construction Services Agreement #17-218 with Viola Constructors Inc., to provide Construction Services related to the Kinder/Flex Project at Ritchen Elementary School; amount not to exceed \$68,616.45, to be paid out of Master Construct & Implementation Funds.

**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.7 Approval of Change Order No. 014 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction Project (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 Change Order No. 014 to Construction Services Agreement #15-198 with Swinerton Builders, to provide Construction Services related to the Lemonwood K-8 School Reconstruction; amount not to exceed \$277,375.19, to be paid out of Master Construct & Implementation Funds.

C.8 Approval of Contractor Contingency Allocation No. 001 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, Inc., that the Board of Trustees approve Contingency Allocation No. 001 to Construction Services Agreement #16-199 with Bernards Bros Inc., for additional items of work related to the Elm Elementary School Reconstruction Project; amount not to exceed \$233,433.00, to be paid out of Master Construct & Implementation Funds.

C.9 Approval of Contractor Contingency Allocation No. 002 to Construction Services Agreement #17-209 with Viola Incorporated to adjust costs for the Brekke Elementary School Kinder Flex Project (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 Contractor Contingency Allocation #002 to Construction Services Agreement #17-209 with Viola Incorporated, to provide Construction Services related to the Brekke Elementary School Kinder Flex Project; amount not to exceed \$5,425.83, to be paid out of Master Construct & Implementation Funds.

C.10 Approval of Contractor Contingency Allocation No. 004 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. 004 to Construction Services Agreement #17-117 with Bernards, for additional items of Work related to the Marshall New Classroom Building Project; amount not to exceed \$21,225.00, to be paid out of Master Construct & Implementation Funds.

C.11 Approval of Supplemental Work Authorization Letter #6S to Earth Systems Pacific, for Geotechnical Observation & Testing Services 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 consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve WAL #6S for Master Agreement #13-122 with Earth Systems Pacific; amount not to exceed \$4,800.00, to be funded from the Master Construct and Implementation Program.

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.12 Approval of Work Authorization Letter #14S (“WAL #14S”) for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental Support Services for the Rose Avenue Elementary School Reconstruction Project (Penanhoat/Fateh/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Supplemental Work Authorization Letter #14S to Agreement #13-131 with Rincon Consultants Inc. to provide soil analysis for the Rose Avenue Elementary School Reconstruction Project; amount not to exceed \$7,961.00 to be paid out of the Master Construct and Implementation Program.

C.13 Oxnard School District 2017-18 Unaudited Actual Financial Information (Penanhoat/Crandall/Plasencia)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees accept the Oxnard School District 2017-18 Unaudited Actual Financial Information and authorize its filing with the Ventura County Office of Education.

C.14 Resolution #18-12: Adoption of Appropriations Limit (GANN) & Appropriations Subject to the Limit for 2017-2018 and 2018-2019 (Penanhoat/Crandall /Plasencia)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees adopt the Appropriations Limit Resolution #18-12 for 2017-2018 and 2018-2019 as required by law.

C.15 Purchase Order/Draft Payment Report #18-02 (Penanhoat/Franz)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #18-02 as submitted.

C.16 Establish/Abolish/Increase/Reduce Hours of Position (Nair)

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the establishment, abolishment and increase of the positions as presented.

C.17 Personnel Actions (Vaca/Nair)

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.

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

**Section D
ACTION ITEMS**

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

D.1 Ratification of Change Order No. 002 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project (Penanhoat/Fateh/CFW)

As the underground utility work on the Elm Street Elementary Reconstruction Project got underway, it was found that the design needed clarification. The sewer line needed to be relocated and sewer lift stations needed to be added to achieve the code-required sewer line slope. Utility lines needed to be moved to avoid conflicts with the foundations of the school buildings. The underground storm water retention facility needed to be enlarged to meet code requirements. Change Order No. 002 provides for the Board’s consideration and approval of eight (8) change order requests: COR No. 16R1, COR No. 27R1, COR No. 29R1, COR No. 32R1, COR No. 33R1, COR No. 34R1, COR No. 35 R1, COR No. 36R1 with the following scope of work.

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

- COR No. 16R1 – Bulletin 3 – Power To Pump Stations
- COR No. 27R1 – Bulletin 3.1 – Sewer Changes
- COR No. 29R1 – Bulletin 3 – Romtec Pump Stations
- COR No. 32R1 – Bulletin 3, 3.1 – Sewer NE of MPR
- COR No. 33R1 – Bulletin 3, 3.1 – Storm Drain
- COR No. 34R1 – Bulletin 3, 3.1 – Domestic Water and Fire Water Changes
- COR No. 35R1 – Bulletin 3 – Storm Water retention System
- COR No. 36R1 – Bulletin 3, 3.1 – Forced Main

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 002 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project; amount not to exceed \$886,870.00, to be paid out of the Master Construct and Implementation Funds.

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:

- August 2, 2017, Regular Board Meeting
- August 23, 2017, Regular Board Meeting
- August 30, 2017, Special Board Meeting
- September 6, 2017, Regular Board Meeting
- September 13, 2017, Special Board Meeting

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 First Reading of Board Policies, Regulations and Bylaws

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

Revision E 9270	Board Bylaws CONFLICT OF INTEREST	Penanhoat
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**Note: No new items will be considered after 10:00 p.m. in accordance with
Board Bylaws, BB 9323 – Meeting Conduct**

Section G CONCLUSION

G.1 Superintendent's Announcements (3 minutes)

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

Notes:

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

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

Notes:

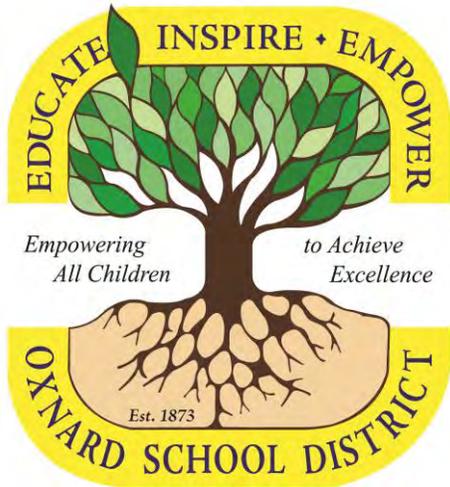
G.3 ADJOURNMENT

Moved:
Seconded:
Vote:

ROLL CALL:

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: 9/19/18

- 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 School Safety (DeGenna/Ridge)

This study session will focus upon the broad-based and specific measures used within Oxnard School District in keeping students and staff safe on a daily basis. The presentation takes a close look at two distinct concerns in relation to school safety: school violence and bullying. These two concerns are prominent in today's discourse related to public school safety. Oxnard School District has many important policies, practices and procedures currently in place that support a safe school campus. Today's presentation describes the ways in which students and staff are protected from school violence and bullying.

RECOMMENDATION:

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

ADDITIONAL MATERIAL:

Attached:



School Safety

Oxnard School District

Oxnard School District



Oxnard School District

Mission Statement

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

Oxnard School District

LCAP Goal #2

The social-emotional, health and well-being needs of students will be met in a learning environment that is safe, drug-free and conducive to learning.

Comprehensive School Safety Plan (CSSP)

- Child Abuse Reporting Procedures
- Disaster Procedures
- School Suspensions, Expulsion and Mandatory Expulsion Guidelines
- Procedures to Notify Teachers of Dangerous Pupils
- Sexual Harassment Policies
- Dress Code Relating to Gang-Related Apparel
- Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School
- A Safe and Orderly Environment Conducive to Learning
- School Discipline Rules and Consequences
- Hate Crime Reporting Procedures and Policies

Positive Behavior Interventions and Supports (PBIS)

- Proactive / Preventative
- Positive School Climate and Culture
- Student Support

School

prevention
gun crimes

campus violence bullying

cyberbullying

Violence

shootings



A word cloud centered on the word "Bullying". The word "Bullying" is the largest and most prominent. Other words are arranged around it in various sizes and orientations. The colors of the words include black, blue, red, and grey.

Assault
Bystander
Destroying Things
Cyberbullying
Hitting
Exclusion
Embarrassment
Kicking
Intimidation
Name-Calling
Harassment
Mean Notes
Pinching
Mean Looks
Stealing
Rumors
Threats
Teasing
Shoving

School Violence

- Prevention
- Training
- Campus Safety
- Coordination with Police



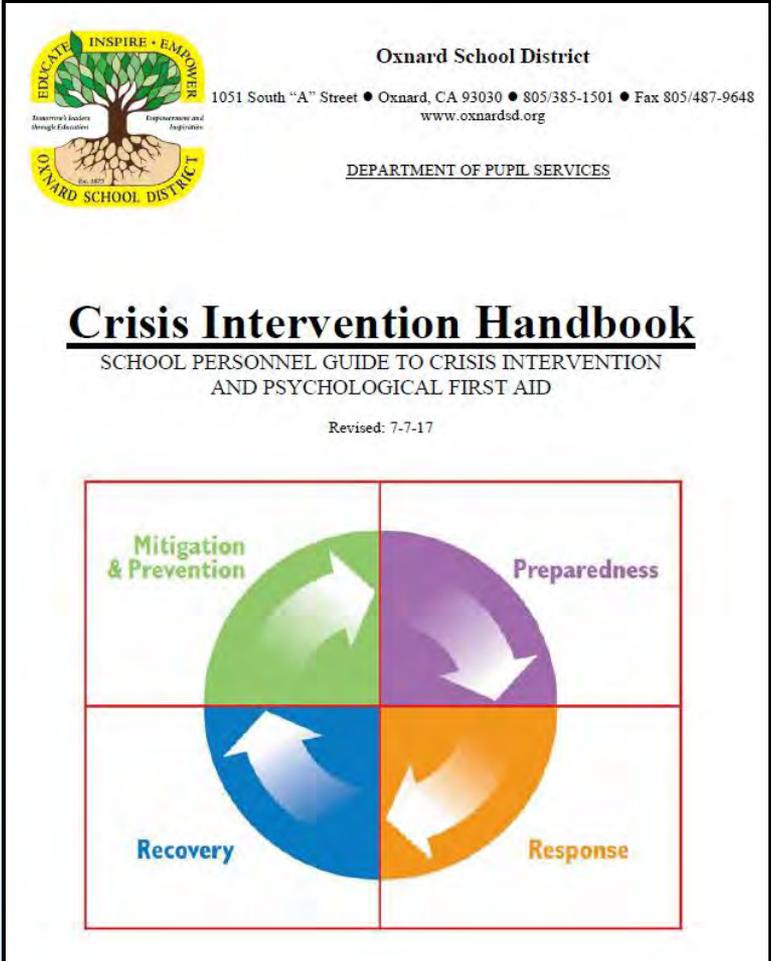
Prevention

- PBIS
- Threat Assessment
- Youth Intervention Officer
- Anti-Bullying
- K-9 Program



Training

- Threat Assessment
- Active Shooter
- Crisis Plan
- Disaster Preparedness
- Safety Drills



The image shows the cover of a handbook titled "Crisis Intervention Handbook". At the top left is the Oxnard School District logo, which features a tree with the words "EDUCATE", "INSPIRE", and "EMPOWER" around it, and "Oxnard School District" below. To the right of the logo is the district's name and contact information: "Oxnard School District", "1051 South 'A' Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648", and "www.oxnardsd.org". Below this is the "DEPARTMENT OF PUPIL SERVICES". The main title "Crisis Intervention Handbook" is in a large, bold, serif font, with "SCHOOL PERSONNEL GUIDE TO CRISIS INTERVENTION AND PSYCHOLOGICAL FIRST AID" in a smaller font below it. The text "Revised: 7-7-17" is at the bottom right. The central graphic is a circular diagram divided into four quadrants: "Mitigation & Prevention" (green), "Preparedness" (purple), "Recovery" (blue), and "Response" (orange). Each quadrant contains a white arrow pointing clockwise to the next quadrant.

Oxnard School District
1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648
www.oxnardsd.org

DEPARTMENT OF PUPIL SERVICES

Crisis Intervention Handbook
SCHOOL PERSONNEL GUIDE TO CRISIS INTERVENTION
AND PSYCHOLOGICAL FIRST AID

Revised: 7-7-17

Mitigation & Prevention
Preparedness
Recovery
Response

Campus Safety

- Closed Campuses
- Single point of entry
- Campus Assistants
- Identification badges
- Emergency radio system
- Locked Doors
- Window coverings



Coordination with Police

- School Resource Officers
- Safety Assessments
- Threat Assessments
- Regular Communication / Meetings



Bullying

- Policy
- Protocol / Process
- Training



Policy

- CA Education Code 48900 (r)
- OSD Board Policy 5131.2
- Annual Parent Rights Notification
- School Notices
- Acceptable Use Policy
- Administrative Handbook

Policy

CA Education Code 48900 (r)

“Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2 , 48900.3 , or 48900.4 , directed toward one or more pupils...

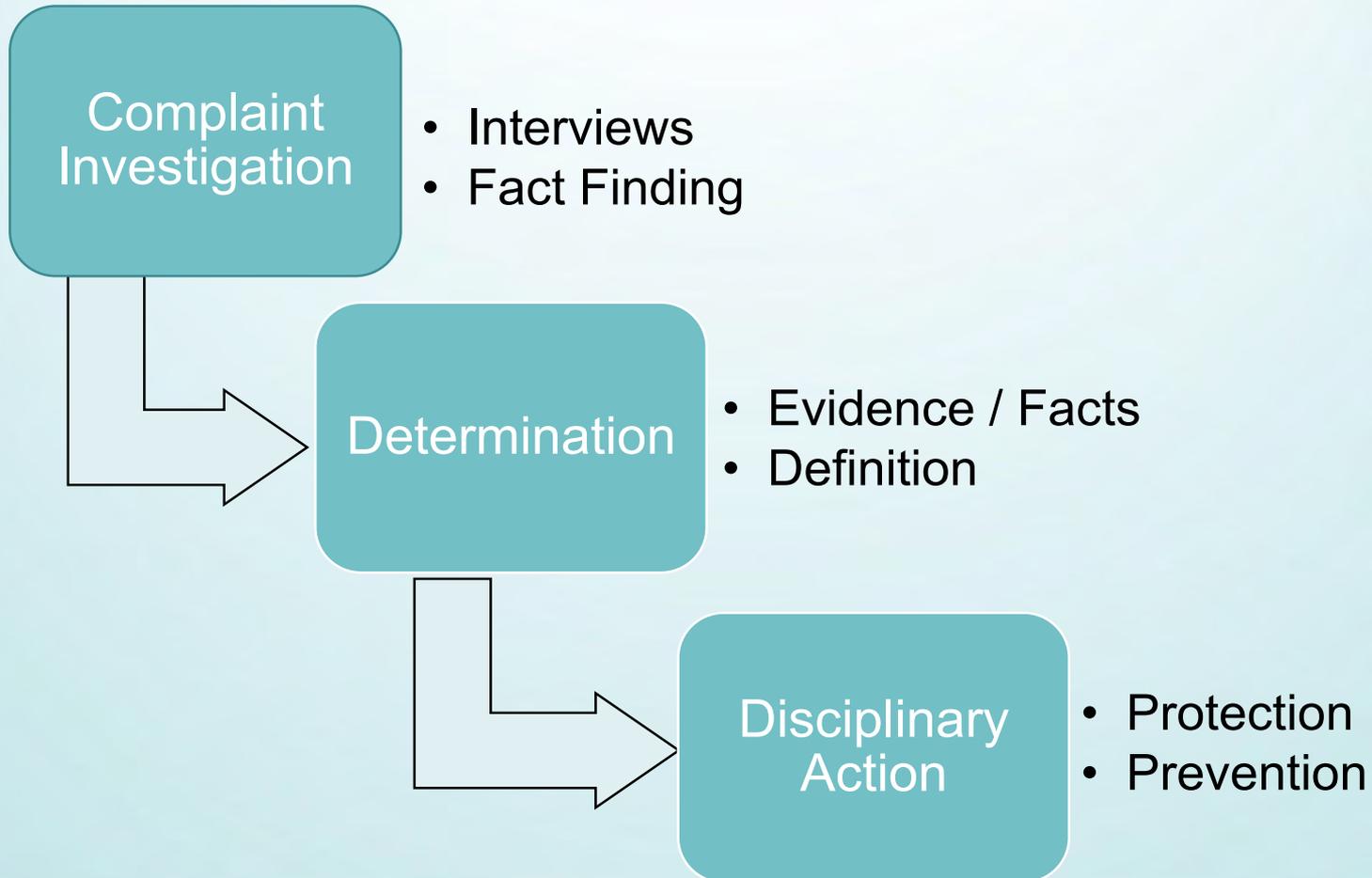
Policy

Board Policy 5131.2

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Protocol / Procedures



Training

Students

- Age appropriate
- Definitions
- Examples
- Reporting

Staff

- Prevention
- Definitions
- Awareness
- Process

Upcoming Dates / Events

- September – **National Preparedness Month**
- October – **School Bus Safety Month**
- October 7-13, 2018 – **Fire Prevention Week**
- October 10, 2018 – **World Mental Health Day**
- 10:18 a.m. on October 18, 2018 – **CA Shakeout**
- October 21-27, 2018 - **Safe Schools Week**
- November - **Child Safety and Protection Month**

THE SAFETY
OF
CHILDREN
ALWAYS
COMES
FIRST.

Andres Alonso
on how schools respond to threats
Harvard Graduate School of Education



Chris Ridge, Director of Pupil Services

mridge@oxnardsd.org

385-1501 x2161

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 09/19/18

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

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

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

OVERVIEW OF OXNARD SCHOOL DISTRICT CHILD NUTRITION SERVICES PROGRAM (Penanhoat/Lugotoff)

The Board will receive a presentation on the District’s Child Nutrition Services Program mission, program funding and cost, and accomplishments and goals.

FISCAL IMPACT

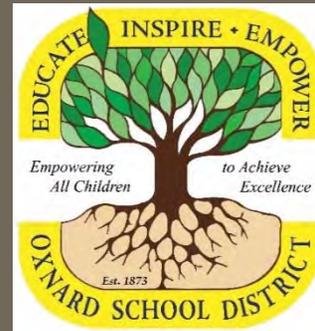
None.

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

Attached: PowerPoint Presentation – Child Nutrition Services Overview
September 19, 2018 (9 pages)



Child Nutrition Services

Serving Education Every Day

September 19, 2018

Presented by
Suzanne Lugotoff, R.D., SFNS
Director of Child Nutrition Services

Program Overview

- School Breakfast Program - CEP
- National School Lunch Program – CEP
- Afterschool Snack Program – NSLP
- Super Snack - CACFP
- Fresh Fruit & Vegetable Program – USDA Grant
- Summer Feeding Program – Seamless Summer

Intermediate School Meal Expansion Project

Breakfast Choices

- Hot Breakfast Line
- Grab and Go
Outside line



Lunch Choices

- Hot Lunch Line w/
Full salad bar
- Grab and Go – Cold
- Grab and Go – Hot
- No A La Carte Sales



Food Waste Management

- Education
- Trash Separation
 - Partnering w/ Harrison
- Donations to Non Profit Organizations
- Food Share Tables
- Milk Redistribution



Organic Waste Recycling

Separating trash can reduce our dependence on landfills and help the environment!

Students can create compost from discarded foods such as apple cores, cucumber, and banana peels!



OSD Program Enhancements

- California Thursdays
- Lean & Green Fridays
- VC Farm to School
- Harvest of the Month
- Dietetic Interns
- FoodCorps



CALIFORNIA
THURSDAYS



Harvest
of the
Month
Network for a Healthy California

Farm to School
ventura county



eat
right. American
Dietetic
Association

CNS Long Range Goals – 2017/18 Update



- Key Performance Indicators for Financial Success

- Development of Catering Kitchen

- Development of Department Bakery



- Food and Supply Waste Management



- Research and Implement Alternate System to Provide Meals at NO COST for all Students

CNS Long Range Goals – 2018/19

- Successful Administrative Review
- Promote and expand meal participation
- Implement Super Snack (Supper) at remaining six locations
- Develop standardized catering program
- Partner with OSD Facilities to design future site kitchen with bakery capabilities

Questions?



BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: September 19, 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 _____

Unaudited Actuals Expenditures/Highlights for 2017/2018 (Penanhoat/Crandall Plasencia)

The Assistant Superintendent, Business & Fiscal Services and the Director of Finance will provide the Board with a presentation regarding the 2017/2018 fiscal year Expenditures and Unaudited Actuals.

FISCAL IMPACT

None.

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

Attached: None.

OSD BOARD AGENDA ITEM

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

Date of Meeting: **September 19, 2018**

- A. Preliminary Study Session Report _____
- B. Hearing: X
- C. Consent Agenda _____
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Conduct Public Hearing to Sunshine the California School Employees Association’s (CSEA), Chapter #272 and the Oxnard School District’s (District) Initial Proposals for 2018-2019 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

EXECUTIVE SUMMARY (description of item):

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association (“CSEA”) and the Oxnard School District (District), the District and CSEA would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate the items listed below:

- Article 7: Evaluations
- Article 9: Pay Allowances
- Article 12: Employee Expenses & Materials
- Article 13: Health & Welfare Benefits
- Article 16: Leaves
- Article 29: Term of Agreement

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board conduct the Public Hearing to Sunshine CSEA and the District’s initial proposals for negotiations for the 2018-19 school years.

ADDITIONAL MATERIAL(S):

- Letter to Board of Trustees President dated 8/24/18 (two pages)
- Letter to CSEA Chapter 272 President dated 8/24/18, including District’s Initial Bargaining Proposals to CSEA for 2018-19 (three pages)
- Letter dated 6/19/18 from CSEA Chapter 272 President to District regarding CSEA 2018-19 Proposals (one page)



OXNARD SCHOOL DISTRICT

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

August 24, 2018

Debra Cordes, President, Board of Trustees
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of District Initial Proposals Pursuant to Govt. Code Section 3547

Dear President Cordes,

In accordance with Article 29, Term of the Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA), Chapter #272 and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties.

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

Dr. Jesus Vaca, Assistant Superintendent, HR and Lead Negotiator
Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, Certificated Human Resources
Chris Ridge, Director, Pupil Services
Chantal Anderson, Principal
Sally Wennes, Principal
David Fateh, Director Facilities

Shristie Nair-Villano, Director, Classified Human Resources (neutral resource for both parties)

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2017. The District plans to negotiate Article 7 (Evaluations), Article 9 (Pay Allowances), Article 13 (Health & Welfare Benefits), Article 29 Term of Agreement and any other articles mutually agreeable to both parties.

Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Relations Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with CSEA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

The public hearing and consideration of CSEA's and the District's initial proposals is scheduled for the September 19, 2018 Board Meeting.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

cc: Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, Certificated Human Resources
Chris Ridge, Director, Pupil Services
Sally Wennes, Principal
Chantal Anderson, Principal
David Fateh, Director Facilities
Shristie Nair-Villano, Director, Classified Human Resources



OXNARD SCHOOL DISTRICT

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

August 24, 2018

Shari Rascon, CSEA Chapter 272 President
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of District Initial Proposals Pursuant to Govt. Code Section 3547

Dear Ms. Rascon,

In accordance with Article 29, Term of the Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA), Chapter #272 and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties.

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

Dr. Jesus Vaca, Assistant Superintendent, HR and Lead Negotiator
Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, Certificated Human Resources
Chris Ridge, Director, Pupil Services
Chantal Anderson, Principal
Sally Wennes, Principal
David Fateh, Director Facilities

Shristie Nair-Villano, Director, Classified Human Resources (neutral resource for both parties)

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2017. The District plans to negotiate Article 7 (Evaluations), Article 9 (Pay Allowances), Article 13 (Health & Welfare Benefits), Article 29 Term of Agreement and any other articles mutually agreeable to both parties (see attachment).

Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Relations Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with CSEA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

The public hearing and consideration of CSEA's and the District's initial proposals is scheduled for the September 19, 2018 Board Meeting.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp

Enclosure

cc: Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, Certificated Human Resources
Chris Ridge, Director, Pupil Services
Sally Wennes, Principal
Chantal Anderson, Principal
David Fateh, Director Facilities
Shristie Nair-Villano, Director, Classified Human Resources



OXNARD SCHOOL DISTRICT

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

Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

Shristie Nair-Villano
Director, Classified Human Resources

Oxnard School District
Initial Sunshine Proposal to the
California School Employees Association, Chapter 272

2018-2019 Interest Based Problem Solving Proposals

Article 7 Evaluations

- The District seeks to discuss Evaluations.

Article 9 Pay Allowances

- The District seeks to discuss salary for CSEA members.

Article 13 Health & Welfare Benefits

- The District seeks to discuss Health & Welfare Benefits for CSEA members.

Article 29 Term of Agreement

- The District seeks to discuss Term of Agreement.



**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 272
Initial Sunshine Proposal to the
Oxnard School District
2018-2019
Interest Based Problem Solving Proposals**

June 19, 2018

Dear Dr. Vaca,

CSEA wishes to negotiate the Articles listed below using the Interest Based Problem solving process for the 2018-2019 school year. Our proposal is to discuss the articles and reach a mutual understanding that will benefit both our Unit Members and the District administration. The Articles that our Unit Members recommended are:

Article 9 (Pay & Allowances)

CSEA wishes to discuss Articles 9.1.1, 9.1.2, 9.8.1.1, 9.10, 9.10.1, 9.11, 9.11.6 and the whole Article if necessary.

Article 12 (Employee Expenses & Materials)

CSEA wishes to discuss Article 12. The whole Article.

Article 13 (Health & Welfare Benefits)

CSEA wishes to discuss Articles 13.4.1, 13.6.1.4, 13.8 and the whole Article if necessary.

Article 16 (Leaves)

CSEA wishes to discuss Article 16.3 and the whole Article if necessary.

CSEA looks forward to beginning the process of negotiating in good faith and transparency with our partners in education, the Oxnard School District administration.

Respectfully,

**Shari Rascon
CSEA President
Oxnard School District Chapter 272**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- | | | | |
|--------------|-----------------------|---|--|
| | 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 | <u> </u> 1st Reading _____ 2nd Reading _____ | |

Approval of Agreement #18-107 – Dr. Carolyn Banks (DeGenna/Sugden)

Dr. Carolyn Banks will provide consultant services to Oxnard School District, Special Education Services, during the 2018-2019 academic school year. Services to include:

- Examine and analyze utilization of current SLP staff, SLPA staff and paraprofessionals based on Policy recommendations of Professional Organization (ASHA) as well as effective practices of highly effective school districts.
- Perform Case Load Analysis - utilize Communication Severity Scale and/or other devices to determine appropriate case load in terms of number of students served and the minutes of therapy warranted by IEPs.
- Develop rationale/evidence for allocation of service minutes to individual students.
- Introduce a differentiated service delivery model with rationale.
- Examine use of technology by individual SLP within the district as well as an analysis of appropriate quantity and source(s) of technology support required.
- Examine research and best practice on criteria and procedures for dismissal from service or transitioning to consult/collaboration model.
- Examine current practices and alternatives to the intake process for students entering the district as referrals from agencies as students become eligible for district provided special education services with specific focus on speech and language services.
- Examine and analyze the MIS data for students receiving speech and language therapy services for consistency and inconsistencies across school sites within the district.
- Provide specific data analysis as requested by Special Education Administrators as needed to examine data by program, school site or therapist, as well as make observations and raise questions for further examining effective service delivery.
- Appraise the overall effectiveness of the Speech and Language Component of the Special Education Services of the Oxnard School District, and provide feedback on the indicators of quality and make recommendation for areas needing strengthening or improving.

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 #18-107 with Dr. Carolyn Banks.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-107, Dr. Carolyn Banks (13 Pages)
Scope of Services (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-107

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of September, 2018 by and between the Oxnard School District (“District”) and Dr. Carolyn Banks (“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 20, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 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: Dr. Carolyn Banks
20296 S. Mountain Road
Santa Paula, CA 93060
Phone: (805) 933.1296
Cell: (805) 217.2477
Email: drcbanks@verizon.net

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:

DR. CAROLYN BANKS:

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 #18-107

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-107

SERVICES

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

***PER ATTACHED SCOPE OF SERVICES**

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

***PER ATTACHED SCOPE OF SERVICES**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #18-107

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-107

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 #18-107

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-107

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 #18-107

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 #18-107

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-107

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, **DR. CAROLYN BANKS**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Scope of Services

for

Oxnard School District

2018-19

Under the terms of this consultant agreement I agree to:

1. Examine and analyze utilization of current SLP staff, SLPA staff and paraprofessionals based on Policy recommendations of Professional Organization (ASHA) as well as effective practices of highly effective school districts;
2. Perform Case Load Analysis - utilize Communication Severity Scale and/or other devices to determine appropriate case load in terms of number of students served and the minutes of therapy warranted by IEPs.
3. Develop rationale/evidence for allocation of service minutes to individual students;
4. Introduce a differentiated service delivery model with rationale;
5. Examine use of technology by individual SLP within the district as well as an analysis of appropriate quantity and source(s) of technology support required;
6. Examine research and best practice on criteria and procedures for dismissal from service or transitioning to consult/collaboration model;
7. Examine current practices and alternatives to the intake process for students entering the district as referrals from agencies as students become eligible for district provided special education services with specific focus on speech and language services;

8. Examine and analyze the MIS data for students receiving speech and language therapy services for consistency and inconsistencies across school sites within the district;

9. Provide specific data analysis as requested by Special Education Administrators as needed to examine data by program, school site or therapist as well as make observations and raise questions for further examining effective service delivery;

10. Appraise the overall effectiveness of the Speech and Language Component of the Special Education Services of the Oxnard School District and provide feedback on the indicators of quality and make recommendation for areas needing strengthening or improving.

The fee for these services will be billed at \$125.00 per hour



Carolyn Banks Ed.D

CCC, SLP

Date August 16, 2018

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-108 – Endtest Pro Psychology Inc. (DeGenna/Sugden)

Mandy Stern, Ed.M., Licensed Educational Psychologist with Endtest Pro Psychology Inc., will provide Independent Education Evaluator Services to the Special Education Services Department during the 2018-2019 academic year to complete psychoeducational evaluations on due process claims.

FISCAL IMPACT:

Not to exceed \$5,000.00 - 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 #18-108 with Endtest Pro Psychology Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-108, Endtest Pro Psychology Inc. (13 Pages)
Proposal/Rate Sheet (1 Page)
Certificate of Insurance (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-108

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of September, 2018 by and between the Oxnard School District (“District”) and Endtest Pro Psychology 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 September 20, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 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 Five Thousand Dollars (\$5,000.00), 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 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: Endtest Pro Psychology Inc.
417 S. Rodeo Drive
Beverly Hills, CA 90212
Attention: Mandy Stern, Ed.M.
Phone: (310) 801.4678
Email: mandy@endtestpro.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:

ENDTEST PRO PSYCHOLOGY INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-108

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-108

SERVICES

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

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

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

***PER ATTACHED SCOPE OF SERVICES/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 #18-108

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-108

COMPENSATION

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

Total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per the attached hourly rate sheet as listed, 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 \$5,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-108

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 #18-108

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 #18-108

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-108

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, **ENDTEST PRO PSYCHOLOGY INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Mandy Stern, Psychologist
417 S. Rodeo Dr.
Beverly Hills, CA 90212
Endtestpro.com 310_801_4678

Independent Educational Evaluation (IEE) SERVICES

> Psycho-educational Evaluation

Rate: \$200/per hour

Ceiling per contracted IEE: \$5000

Services for Independent Educational Evaluation (IEE) to include: Comprehensive Psycho-educational Assessment, Discussion of recommendations for eligibility and/or placement, investigation of all areas of suspected disabilities, review of records, observations, parent/teacher interviews, Assessment Tools, Preparation of Written Report and discussion of Report with parent, IEP Team-Meeting and/or School Personnel.

>Functional Behavior Assessment (FBA)

Rate: \$200/per hour, travel time excluded.

Ceiling per contracted FBA: \$2000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/2018

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

Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency
1791 Paysphere Circle
Chicago, IL 60674

CONTACT

NAME: Trust Risk Management Services, Inc

PHONE (A/C, No, Ext): 877.637.9700

FAX (A/C, No): 877.251.5111

EMAIL ADDRESS: info@trustrms.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: ACE American Insurance Company

22667

INSURED

Endtest Pro Psychology, Inc. by Mandy Stern
417 S Rodeo Dr
Beverly Hills, CA 90212-4219

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						GENERAL AGGREGATE	\$
	OTHER:						PRODUCTS-COMP/OP AGG	\$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						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"/>						EACH OCCURRENCE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Psychologist's Professional Liability			68G26286785	08/01/2018	08/01/2019	Each Incident Annual Aggregate	\$500,000 \$500,000

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

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/2018

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.

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PRODUCER

Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency
1791 Paysphere Circle
Chicago, IL 60674

CONTACT

NAME: Trust Risk Management Services, Inc

PHONE (A/C, No, Ext): 877.637.9700

FAX (A/C, No): 877.251.5111

EMAIL ADDRESS: info@trustrms.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: ACE American Insurance Company

22667

INSURED

Mrs. Amanda Stern
417 S Rodeo Dr
Beverly Hills, CA 90212-4219

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						GENERAL AGGREGATE	\$
	OTHER:						PRODUCTS-COMP/OP AGG	\$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						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"/>						EACH OCCURRENCE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Psychologist's Professional Liability	Y		68G26286785	08/01/2018	08/01/2019	Each Incident Annual Aggregate	\$500,000 \$500,000

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

CERTIFICATE HOLDER

Additional Insured
Oxnard School District
1051 S A St
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

OXNARD SCHOOL DISTRICT

Agreement #18-110

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of September, 2018 by and between the Oxnard School District (“District”) and Actum Clinical & Behavioral Services (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 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 20, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Ten Thousand Dollars (\$10,000.00), per the 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 does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Actum Clinical & Behavioral Services
23679 Calabasas Road, #261
Calabasas, CA 91302
Attention: Mitchell Taubman, Ph.D.
Phone: (818) 338.6443, x700
Fax:
Email: mtaubman@actumservices.com

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

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

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

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

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

ACTUM CLINICAL & BEHAVIORAL SERVICES:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-110

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-110

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #18-110

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-110

COMPENSATION

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

Total compensation shall not exceed Ten Thousand Dollars (\$10,000.00), per the attached Proposal, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$10,000.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #18-110

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-110

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and

Not Project Related

Project #18-110

Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

- Not Project Related
- Project #18-110

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-110

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

August 13, 2018

Ms. Christy Garibay
Administrative Assistant
Special Education Services
Oxnard School District

Dear Ms. Garibay:

The following is in response to the information you requested:

Proposal: An ecological behavior assessment is designed to identify a student's skill deficits that contribute to behavior difficulties and other areas of challenge in educational functioning. Such an assessment may also examine purposes of problematic behavior and contexts that set the occasion for the behavior. Report recommendations are made for systematic skill instruction and behavior programming, including practical, reactive, and proactive elements so as to adequately and individually address the student's identified educational needs. Supportive or other pertinent suggestions are also included.

Scope of Work: Typically included in such an assessment is document review, school and home visits, and interviews with relevant school staff and family. Behavior rating instruments may be used as indicated. This results in information synthesis, behavior program and instructional content development, and a written report.

Rates: My fee is \$325 per hour. Assessments vary in terms of necessary time. By way of example, document review usually takes 2 hours; typically, two school visits are conducted at 1-2 hours each; often one home visit is done and is 1-2 hours in length; and customarily, information synthesis, program development, and report writing can require 6-10 hours.

Requested documents are attached.

If you require additional information, please do not hesitate to contact me.

Sincerely,

Mitchell Taubman, Ph.D.
Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/22/2018

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

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

PRODUCER

Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency
1791 Paysphere Circle
Chicago, IL 60674

CONTACT
NAME: Trust Risk Management Services, Inc
PHONE (A/C, No, Ext): 877.637.9700 FAX (A/C, No): 877.251.5111
EMAIL
ADDRESS: info@trustrms.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Mitchell Taubman
23679 Calabasas Rd. #261
Calabasas, CA 91302 1502

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <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 OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS-COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER \$
							E.L EACH ACCIDENT	\$
							E.L DISEASE-EA EMPLOYEE	\$
							E.L DISEASE - POLICY LIMIT	\$
A	Psychologist's Professional Liability Retroactive Date: 07/21/2017			58G2852688A	07/21/2018	07/21/2019	Each Incident Annual Aggregate	\$1,000,000 \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Dr. Mitchell T Taubman			Endorsement Number
Policy Symbol CRL	Policy Number 58G2852688A	Policy Period 07/21/2018 to 07/21/2019	Effective Date 07/21/2018
Issued By (Name of Insurance Company) ACE American Insurance Company			

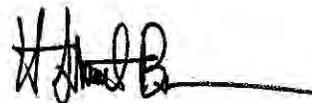
Additional Insured

It is agreed that in consideration of the premium charged, the individual(s) or entity(ies) designated below shall be an **Insured**, under Section III. PERSONS INSURED, but only with respect to such individual's or entity's liability arising solely out of an **Incident** caused by the sole negligence of another **Insured**:

Additional Insured	Address
Las Virgenes Unified School District	4111 Las Virgenes Rd. Calabasas CA 91302
Ventura County S.E.L.P.A.	5100 Adolfo Road Camarillo CA 93012

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	
	Return Premium:	

All other terms and conditions of this policy remain unchanged.



Authorized Agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2018

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

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

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022		CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):															
INSURED Dove Psychological and Behavioral Services 6317 Pat Ave WEST HILLS CA 91307		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hiscox Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></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 : Hiscox Insurance Company Inc	10200	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Hiscox Insurance Company Inc	10200																
INSURER B :																	
INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-2284800-CGL-18	06/26/2018	06/26/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg.
								\$
	AUTOMOBILE LIABILITY <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)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB 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						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

OXNARD SCHOOL DISTRICT

Agreement #18-111

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of September, 2018 by and between the Oxnard School District (“District”) and Auditory Processing Center of Pasadena (“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 20, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 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 attached proposal/rate sheet, 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: Auditory Processing Center of Pasadena
2623 E. Foothill Blvd., Suite 101
Pasadena, CA 91107
Phone: 626.793.8711
Email: apcpasadena@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:

AUDITORY PROCESSING CENTER OF PASADENA:

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 #18-111

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-111

SERVICES

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

***PER ATTACHED PROPOSAL/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 #18-111

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-111

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 attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$15,000.00, per attached proposal/rate sheet, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #18-111

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-111

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 #18-111

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 #18-111

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-111

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, **AUDITORY PROCESSING CENTER OF PASADENA**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



AUDITORY PROCESSING CENTER (WOODLAND HILLS-PASADENA-SANTA BARBARA)

Bea Braun, Au.D., F-AAA
Educational Audiologist

2623 E. Foothill Blvd., Suite 101
Pasadena, CA 91107
(626)793-8711

22110 Clarendon St., Suite 102
Woodland Hills, CA 91367
www.auditoryprocessingctr.com

4-24-18

To Whom It May Concern,

The following are my rates for a (central) auditory processing evaluation:
\$1300.00 per evaluation – includes an audiological evaluation, central auditory processing evaluation, and report (does not include a classroom observation).

IEP Attendance – attend via phone \$150 flat fee for the first hour, \$150 per hour after the first hour

All testing is completed in my office. I do not provide transportation. The parents bring the child to my office and they remain in the office space the entire time. I do not provide translation in other languages.

TAX ID# 20-5906695

Bea Braun

Bea Braun, Au.D., F-AAA, AU-1469
Educational Audiologist



AUDITORY PROCESSING CENTER (WOODLAND HILLS-PASADENA-SANTA BARBARA)

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Woodland Hills, CA 91367
www.auditoryprocessingctr.com

4-24-18

To Whom It May Concern,

The following are the rates/options for the CAPDOTS auditory training program:

\$695.00 – includes me purchasing the program, setting up the program online, providing an in-service over the phone with the professional who will be administering the program (or the parent), monitoring and consulting as needed, retesting upon completion of the program and providing a report.

If the district opts to purchase the program directly (your speech-language pathologist will have to go through a 1 ½ hour training with CAPDOTS), you can purchase the program directly through CAPDOTS for \$195 and do the training yourself. I then charge \$400 for the retest and report.

If I am needed for IEP attendance after the retest, I attend via phone at a \$150 flat fee for the first hour, and \$150 per hour after the first hour.

TAX ID# 20-5906695

Bea Braun

Bea Braun, Au.D., F-AAA, AU-1469
Educational Audiologist



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP
Certificate of Insurance
OCCURRENCE POLICY FORM



Print Date: 12/19/17

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	Policy Period:
018098	970	HPG	0644468256	From 12/16/17 to 12/16/18 at 12:01 AM Standard Time

Named Insured

Auditory Processing Center of Pasadena
22110 Clarendon St Ste 102
Woodland Hills, CA 91367-6337

Program Administered by:

Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
1-888-288-3534
www.hpsso.com

Medical Specialty

Audiologist Firm
Excludes Cosmetic Procedures

Code

80716

Insurance is provided by:

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

Professional Liability

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

Your professional liability limits shown above include the following:

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

Coverage Extensions

License Protection	\$25,000	per proceeding	\$25,000	aggregate
Defendant Expense Benefit	\$1,000	per day limit	\$25,000	aggregate
Deposition Representation	\$10,000	per deposition	\$10,000	aggregate
Assault	\$25,000	per incident	\$25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$25,000	per person	\$100,000	aggregate
First Aid	\$10,000	per incident	\$10,000	aggregate
Damage to Property of Others	\$10,000	per incident	\$10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$25,000	per incident	\$25,000	aggregate
Retroactive Date: 12/16/16 (Defense inside limits)				

Workplace Liability

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

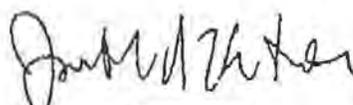
Total: \$282.00

Base Premium: \$282.00

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

G-121500-D	G-121501-C1	G-121503-C	G-145184-A	G-147292-A	CNA81753	CNA81758
GSL13424	GSL13425	GSL15564	GSL15565	GSL17101	CNA80052	CNA82011
G-123846-D04	CNA79516	CNA79575				


Chairman of the Board


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.



Truck Insurance Exchange (A Reciprocal Insurer)
Member Of The Farmers Insurance Group Of Companies ®

Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

POLICY DECLARATIONS - SERVICE OR OFFICE PRIMARY POLICY

Named Insured BRAUN, BEA
AUDITORY PROCESS CTR PASADENA

Mailing Address 22110 CLARENDON ST STE 102
WOODLAND HILLS, CA 91367-6337

Policy Number 60661-61-11

Auditable

Policy Period From 02-21-2018
To 02-21-2019 12:01 A.M. Standard time at your mailing address shown above.

In return for the payment of premium and subject to all the terms of this policy, we agree with you to provide insurance as stated in this policy. We provide insurance only for those Coverages described and for which a specific limit of insurance is shown.

Your Agent

Nicole Oakes-Wilson
1200 Paseo Cam #155
Camarillo, CA 93010
(805) 484-1070

LIABILITY AND MEDICAL EXPENSES COVERAGE AND LIMITS OF INSURANCE CONTINUED

Coverage	Amount /Date
General Aggregate (Other Than Products & Completed Operations)	\$2,000,000
Products And Completed Operations Aggregate	\$1,000,000
Personal And Advertising Injury	Included
Each Occurrence	\$1,000,000
Tenants Liability (Each Occurrence)	\$250,000
Medical Expense (Each Person)	\$5,000
Pollution Exclusion - Hostile Fire Exception	Included
Per Location General Aggregate Limit	Included

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-112 – Center for Autism & Related Disorders, LLC
(DeGenna/Sugden)**

Center for Autism & Related Disorders, LLC will provide Independent Educational Evaluator Services to the Special Education Services Department during the 2018-2019 academic year to complete Autism Evaluations.

FISCAL IMPACT:

Not to exceed \$20,000.00 (per attached Rate Sheet) - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-112 with Center for Autism & Related Disorders, LLC.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-112 Center for Autism & Related Disorders, LLC, (13 Pages)
Rate Sheet (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-112

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of September, 2018 by and between the Oxnard School District (“District”) and Center for Autism & Related Disorders, LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 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 20, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 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 Twenty Thousand Dollars (\$20,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does 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: Center for Autism & Related Disorders, LLC
21600 Oxnard Street, Suite 1800
Woodland Hills, CA 91367
Attention: Bryce Miller
Phone: (818) 345.2345, Ext. 1072
Fax: (866) 587.2383
Email: B.Miller@centerforautism.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:

CENTER FOR AUTISM & RELATED DISORDERS, LLC:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-112

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-112

SERVICES

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

***Provide Independent Educational Evaluator services to the Special Education Services Department to complete Autism Evaluations during the 2018-19 school year 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 #18-112

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-112

COMPENSATION

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

Total compensation shall not exceed Twenty Thousand Dollars (\$20,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$20,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #18-112

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-112

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 #18-112

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 #18-112

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-112

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, **CENTER FOR AUTISM & RELATED DISORDERS, LLC**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

CENTER FOR AUTISM & RELATED DISORDERS, INC.

*Doreen Granpeesheh, Ph.D., BCBA-D
Executive Director*

VENTURA COUNTY SELPA- Rates for 2018/2019

THERAPY

In-home therapy, school shadowing,
report writing
\$60.60/hr

INTAKE EVALUATION

Evaluation and report by Dr. Granpeesheh
\$550

Evaluation and report by CARD supervisor
\$450

THERAPIST CLINIC ATTENDANCE

\$60.60/hr

CONSULTATION

Clinic Director, Dr. Granpeesheh
\$225/hr

ASSESSMENT

\$151.50/hr

SUPERVISION

In-home supervision (workshop),
clinic supervision, training aide services,
clinic meetings, school observations, testing,
IEP attendance, report writing,
phone consultations, video reviews
\$151/50/hr

Rates are subject to change at any time.

SPEECH AND LANGUAGE

\$151.50/hr

PARENT TRAINING

\$151.50/hr



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Danielle Markmann PHONE (A/C, No, Ext): (805) 585-6127 FAX (A/C, No): (805) 585-6227 E-MAIL ADDRESS: dmarkmann@tolmanandwiker.com															
INSURED Center for Autism and Related Disorders, LLC 21600 Oxnard Street Suite 1800 Woodland Hills CA 91367-7807		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: Ins Co of the State of PA</td> <td>19429</td> </tr> <tr> <td>INSURER C:</td> <td></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: Philadelphia Indemnity Ins Co	18058	INSURER B: Ins Co of the State of PA	19429	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 18/19 GL/AU/SEX/UMB/WC/PF REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 <input checked="" type="checkbox"/> SEX ABUSE/MOLESTATION #1M PER OCCUR/\$2M AGG GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	PHPK1735570	11/9/2017	11/9/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1735570	11/9/2017	11/9/2018	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB606651	11/9/2017	11/9/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC015893826 WC015893827	6/30/2018 6/30/2018	6/30/2019 6/30/2019	<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	PROFESSIONAL LIABILITY ERRORS & OMISSIONS		PHPK1735570 RETRO DATE: 5/4/01	11/9/2017	11/9/2018	LIMIT: 1,000,000 AGGREGATE: 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GL: Certificate holder is Additional Insured as respects the operations of the Named Insured, per PIGLDHS1011 and CG20260413. Endorsements apply only when required by written contracts during the policy term.

CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT
1051 South A Street
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Greg Anderson/DANIEM *Greg Anderson*

OXNARD SCHOOL DISTRICT

Agreement #18-113

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of September, 2018 by and between the Oxnard School District (“District”) and Hayden Consultation Services 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 September 20, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 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), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does 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: Hayden Consultation Services Inc.
816 Camarillo Springs Rd., Suite A
Camarillo, CA 93012
Attention: Jeffery Hayden
Phone: (805) 701.1254
Fax: (805) 445.2926
Email: jlh@haydenconsultants.org

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

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

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

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

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

HAYDEN CONSULTATION SERVICES INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-113

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-113

SERVICES

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

***Provide Independent Educational Evaluation Services during the 2018-19 school year per attached Proposal/Rate Sheet**

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

***Provide Independent Educational Evaluation Services during the 2018-19 school year per attached Proposal/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 #18-113

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-113

COMPENSATION

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per hourly fees as listed, 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 #18-113

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-113

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. *NOTE: Consultant's insurance does not include Abuse/Molestation coverage and Consultant will be accompanied by a Special Education Services Department employee while performing Evaluation services covered under this agreement.~~

(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 #18-113

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 #18-113

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-113

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, **HAYDEN CONSULTATION SERVICES INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

HCSI Fee Structure

CLIENT SERVICES	HOURLY RATE						
	BCBA-D Director-Level	BCBA-D	BCBA	MH/BA Intern	BCABA*/ BMA*	RBT/Beh. Consultant	Beh. Therapist
Assessment & Program Development							
FBA (Record review, stakeholder interviews, assessment [indirect, descriptive and/or functional analysis], data analysis, written report, meeting attendance, BIP collaboration)	\$225.00	\$175.00	\$125.00	\$95.00	N/A	N/A	N/A
Behavioral Assessment/Consultation (record review, stakeholder interview, observation/assessment, written report, meeting attendance, support plan collaboration)	\$225.00	\$175.00	\$125.00	\$95.00	\$70.00	N/A	N/A
Support Plan Development	\$225.00	\$175.00	\$125.00	\$95.00	\$70.00	N/A	N/A
Program Management						N/A	N/A
Case Supervision/Oversight (fidelity assessment, staff training, data collection/analysis, report writing)	\$225.00	\$175.00	\$125.00	\$95.00	\$70.00	N/A	N/A
Meeting attendance	\$225.00	\$175.00	\$125.00	\$95.00	\$70.00	\$60.00	\$50.00
Stakeholder training (e.g., parent)	\$225.00	\$175.00	\$125.00	\$95.00	\$70.00	N/A	N/A
Program Implementation (i.e., Treatment)							
One-to-one services	\$225.00	\$175.00	\$125.00	\$95.00	\$70.00	\$60.00	\$50.00
Group Services (per client)							
Behavioral Treatment	\$70.00	\$60.00	\$50.00	\$40.00	\$35.00	\$30.00	\$25.00
Social Skills Training/Facilitation	\$70.00	\$60.00	\$50.00	\$40.00	\$35.00	\$30.00	\$25.00
Parent Training/Psycho-ed	\$70.00	\$60.00	\$50.00	\$40.00	\$35.00	N/A	N/A

***** Please note that we enter into specially negotiated contracts with school districts and with insurance carriers. These contracted rates often differ from those published here and may not be disclosed to the public.**

HCSI Fee Structure

OTHER PROFESSIONAL SERVICES		RATE PER HOUR				NOTES/COMMENTS
	BCBA-D Director-Level	BCBA-D	BCBA	MH/BA Intern		
Agency or Individual Consultation	\$225.00	\$175.00	\$125.00	\$95.00		Both onsite and remote
Group Training (staff, parent, etc.)	\$225.00	\$175.00	\$125.00	\$95.00		Does not include cost of training materials; Customized package training available at negotiated rate
Independent Evaluation	\$225.00	N/A	N/A	N/A		
Expert Witness/Legal Testimony	\$300.00	N/A	N/A	N/A		
OTHER FEES		ALL STAFF (External work/consultation)				NOTES/COMMENTS
Travel						
Airfair		Cost				At economy rate for travel of 3 hours or less
Mileage		.55 per mile				
Per Diem		\$64.00				
Lodging		Cost				
Parking		Cost				
Rental Car/Ground Transportation/Fuel		Cost				Economy rate
Travel Time		\$50.00				rate per hour of travel time outside operating areas

***** Please note that we enter into specially negotiated contracts with school districts and with insurance carriers. These contracted rates often differ from those published here and may not be disclosed to the public.**



Certificate of Liability Insurance

Date Issued: 03/20/2018

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 19193

Administered by: CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Insured: Hayden Consultation Services Inc
Jeff Hayden
1000 Paseo Camarillo, Ste. 114
Camarillo, CA 93010

Policy Number: 070905
Policy Term: 04/01/2018 to 04/01/2019

Covered Locations

Professional Liability: Portable coverage, not location specific

General Liability Insured Location(s):

816 Camarillo Springs Road, Suite A, Camarillo, CA 93012
21030 Mission St., Unit B, Tehachapi, CA 93561

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 3,000,000
Supplemental Liability	\$ 1,000,000	\$ 3,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	\$ 1,000,000	\$ 3,000,000
◦ Fire/Water Legal Liability	\$ 250,000	\$ 250,000
Business Personal Property	N/A	N/A

Comments/Special Descriptions:

Certificate Holder

PROOF OF COVERAGE

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative
C. Philip Hodson

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-114 – Exceptional Educational Consultants Inc.
(DeGenna/Sugden)**

Exceptional Educational Consultants Inc. agrees to provide consultation to teachers and specialists in the Oxnard School district including review of Individualized Education Plans (IEP), IEP meeting preparation, classroom organizational and instructional strategies, personnel development on topics requested by the district on a periodic basis, and will also provide review and feedback as schedule allows.

FISCAL IMPACT:

Not to exceed \$20,000.00 per the hourly rate of \$90.00 - 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 #18-114 with Exceptional Educational Consultants Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-114, Exceptional Educational Consultants Inc. (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-114

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of September, 2018 by and between the Oxnard School District (“District”) and Exceptional Educational Consultants 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 September 20, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 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 Twenty Thousand Dollars No Cents (\$20,000.00), at the rate of \$90.00 per hour, 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: Exceptional Educational Consultants Inc.
10677 Inyo Street
Ventura, CA 93004
Attention: Fran Arner-Costello
Phone: (805) 469.6919
Email: farnerco@hotmail.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:

**EXCEPTIONAL EDUCATIONAL
CONSULTANTS INC.:**

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-114

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-114

SERVICES

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

***PER ATTACHED PROPOSAL DATED 8/13/18**

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

***PER ATTACHED PROPOSAL DATED 8/13/18**

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 #18-114

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-114

COMPENSATION

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

*Total compensation not to exceed \$20,000.00, at the rate of \$90.00 per hour.

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

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

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

IV. The total compensation for the Services shall not exceed \$20,000.00, at the rate of \$90.00 per hour, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #18-114

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-114

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 #18-114

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 #18-114

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-114

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, **EXCEPTIONAL EDUCATIONAL CONSULTANTS INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Exceptional Educational Consultants, Inc
Fran Arner-Costello, M.A. CEO
EID# 81-1465928

10677 Inyo Street, Ventura. CA 93004
(805) 469-6919
farnerco@hotmail.com

August 13, 2018

To: Oxnard School District

From: Fran Arner-Costello, CEO, Exceptional Educational Consultants, Inc.

Subject: Proposal for consultant services to Oxnard School District



SCOPE OF WORK:

Contractor agrees to provide consultation to teachers and specialists at Sierra Linda School on a regular basis, to include review of IEPs, IEP meeting preparation, and classroom organizational and instructional strategies. Will provide personnel development to district staff on topics requested by the district on a periodic basis. Will review IEPs and give feedback as schedule allows.

DATES OF SERVICE:

September 2018 - June 30, 2019

RATE:

\$90 per hour, upon invoice from contractor

OXNARD SCHOOL DISTRICT

Agreement #18-115

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of September, 2018 by and between the Oxnard School District (“District”) and Carren J. Stika, Ph.D. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from September 20, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does 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: Carren J. Stika
3821 Front Street
San Diego, CA 92103
Phone: (619) 794.2059
Fax: (619) 795.7590
Email: carrenjstika@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:

CARREN J. STIKA, Ph.D.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-115

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-115

SERVICES

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

***PER ATTACHED SCOPE OF SERVICES**

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

***PER ATTACHED SCOPE OF SERVICES**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #18-115

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-115

COMPENSATION

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

Total compensation shall not exceed Twenty Thousand Dollars (\$20,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$20,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #18-115

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-115

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 #18-115

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 #18-115

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-115

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, **CARREN J. STIKA, Ph.D.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Carren Jean Stika, Ph.D.

3821 Front Street · San Diego, California 92103
Tel: 619.794.2059 · Fax: 619.795.7590 · E-mail: carrenjstika@gmail.com
License #: PSY13613

To Whom It May Concern:

You requested a statement summarizing the services I offer in conjunction with performing an **Independent Psychoeducational Evaluation (IEE)**, as well as the fees for those services. Although each psychoeducational evaluation I conduct is tailored individually to respond to the specific referral questions and concerns for a given child, in general an evaluation typically includes the following components:

- Discussion with referring party with regard to primary concerns and questions to be addressed by the evaluation
- Review of pertinent medical and educational records
- Initial meeting with parents to gather background information and to understand better their questions and concerns
- Discussion with teachers, school officials, and other pertinent individuals who interact with the child (e.g., Resource Room Teacher, SLP Therapist, Counselor, Physician)
- Classroom observation
- Evaluation of child with the following domains assessed (parents and teachers are also asked to complete several questionnaires regarding the child's functioning in these domains):
 - Cognitive/Problem-solving Skills/ Executive Functions/Memory/Attention
 - Communication
 - Visual Motor Integration
 - Academic Achievement
 - Social & Emotional Functioning; Personality
 - Adaptive Behavior

Fees for Services:

- Psychoeducational evaluation, including written report: **\$4,300.00**
- For work conducted more than 20 miles from my office, travel time: **\$100.00/hour**
- For work conducted more than 20 miles from my office, use of personal auto: **54.5 cents/mile**
- Travel expenses (e.g., hotel, airplane, rental car, parking, per diem set at federal rate)
- Attendance at regular IEP (either in person or by phone): **\$175.00/hour**
- Testifying at Hearing, Mediation, and/or Providing a Deposition: **\$300.00/hour**

If you have any questions or need additional information, please do not hesitate to call me at 619.794.2059. I look forward to the possibility of working with you.

Sincerely,

Carren J. Stika, Ph.D.
Clinical Psychologist, Lic # PSY13613
Certified Deaf/Hard of Hearing Teacher



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/25/2017

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

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

PRODUCER Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency 1791 Paysphere Circle Chicago, IL 60674	CONTACT NAME: Trust Risk Management Services, Inc PHONE (A/C, No, Ext): 877.637.9700 FAX (A/C, No): 877.251.5111 EMAIL ADDRESS: info@trustrms.com <hr/> <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Carren Stika, Ph.D. 3821 Front St San Diego, CA 92103 3019															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <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	Y / N	N / A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Psychologist's Professional Liability Retroactive Date: 11/01/1994			58G22192541	11/01/2017	11/01/2018	Each Incident \$1,000,000 Annual Aggregate \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"></p>
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-116 – Hollar Speech & Language Therapy (DeGenna/Sugden)

Hollar Speech & Language Therapy will provide Independent Education Evaluator Services for the Special Education Services Department during the 2018-2019 academic year to complete evaluations on due process claims.

FISCAL IMPACT:

Not to exceed \$30,000.00 (per attached rate sheet) - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-116 with Hollar Speech & Language Therapy.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-116, Hollar Speech & Language Therapy (13 Pages)
 Rate Sheet (1 Page)
 Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-116

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of September, 2018 by and between the Oxnard School District (“District”) and Hollar Speech & Language Therapy (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from September 20, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00) per attached rate sheet, 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: Hollar Speech & Language Therapy
166 E. Foothill Blvd.
Arcadia, CA 91006
Phone: 818.269.0143
Email: speachsue@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:

HOLLAR SPEECH & LANGUAGE THERAPY:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-116

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-116

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 #18-116

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-116

COMPENSATION

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$30,000.00, per attached proposal/rate sheet, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-116

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 #18-116

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 #18-116

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-116

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, **HOLLAR SPEECH & LANGUAGE THERAPY** who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

**HOLLAR SPEECH AND LANGUAGE SERVICES
Pediatric Speech Language Pathologists**

**Serving the Los Angeles Area
(818) 269-0143 Phone
speachsue@aol.com**

Evaluations (note rate change for Bilingual Assessments)

Speech/Language IEE Evaluation **English** \$2800.00
Includes
Parent Interview
Standardized Assessment in All Areas of Language (vocabulary,
Semantics, syntax, receptive/expressive language pragmatics)
with Language Sample
Articulation Assessment
Review of Records
School Observation (1 hour)
IEP Meeting at School District Site for (maximum of 4 hours)****
Parent Consultation regarding Results
Written Report

**** Extended IEP or Due Process Hearing Testimony past 4 hours is
billed at \$150.00 per hour

Speech/Language IEE Evaluation **Bilingual** \$3200.00
Includes
Parent Interview
Standardized Assessment in All Areas of Language (vocabulary,
Semantics, syntax, receptive/expressive language pragmatics)
with Language Sample
Articulation Assessment
Review of Records
School Observation (1 hour)
IEP Meeting at School District Site for (maximum of 4 hours)****
Parent Consultation regarding Results
Written Report

Note: The bilingual assessment is done with an interpreter.

**** Extended IEP or Due Process Hearing Testimony past 4 hours is
billed at \$150.00 per hour

Treatment/Conferences

Treatment is 50 minutes per session \$150.00
Per session

Formal school visits, teacher consultation, \$150.00
Family conference, IEP meetings, etc. Per hour



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

03/29/2018

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

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

PRODUCER Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency 111 Rockville Pike Suite 700 Rockville, MD 20850	CONTACT	
	NAME: Trust Risk Management Services, Inc.	
	PHONE	FAX
	(A/C, No, Ext): (855) 655-1801	(A/C, No): (855) 850-2230
	EMAIL	
	ADDRESS: alliedinfo@trustrms.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Susan Hollar
 132 E FOOTHILL BLVD
 Arcadia, CA 91006-2507

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	
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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			G27206487	04/01/2018	04/01/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$150,000
							MED EXP (Any one person)	\$25,000
							PERSONAL & ADV INJURY	\$Included
							GENERAL AGGREGATE	\$Included
							PRODUCTS-COMP/OP AGG	\$Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<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						BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							\$
	Y / N						E.L. EACH ACCIDENT	\$
	N / A						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROFESSIONAL LIABILITY Occurrence			G27206487	04/01/2018	04/01/2019	EACH INCIDENT	\$1,000,000
							ANNUAL AGGREGATE	\$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- | | | | |
|-------|-----------------------|---|------------------------------|
| | 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 | <u> </u> 1 st Reading _____ 2 nd Reading _____ | |

Approval of Agreement #18-117 – Two Trees Physical Therapy (DeGenna/Sugden)

Two Trees Physical Therapy will provide vision therapy services and complete vision assessments as an Independent Education Evaluator for the Special Education Services Department during the 2018-2019 academic year.

FISCAL IMPACT:

\$5,000.00 - 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 #18-117 with Two Trees Physical Therapy.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-117, Two Trees Physical Therapy (13 Pages)
Proposal/Fee Schedule (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-117

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of September, 2018 by and between the Oxnard School District (“District”) and Two Trees Physical Therapy (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 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 20, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 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 Five Thousand Dollars (\$5,000.00), 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 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: Two Trees Physical Therapy
3418 Loma Vista Road, Suite A
Ventura, CA 93003
Attention: Phil Azer
Phone: ()
Fax: ()
Email: pazer@twotreespt.com

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

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

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

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

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

TWO TREES PHYSICAL THERAPY:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-117

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-117

SERVICES

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

***PER ATTACHED PROPOSAL/FEE SCHEDULE**

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

***PER ATTACHED PROPOSAL/FEE SCHEDULE**

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

STATUS REPORT FOR ACTIVITY:	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 #18-117

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-117

COMPENSATION

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

Total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per the attached Proposal/Fee Schedule, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ 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 \$5,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
 Project #18-117

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-117

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 #18-117

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 #18-117

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-117

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, **TWO TREES PHYSICAL THERAPY**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Proposal and Scope between Two Trees Physical Therapy (“Provider”) and Oxnard School District (“School”)

It is agreed that Two Trees Physical Therapy will perform the following services for Oxnard School District

1. Initial and Triennial assessments as specifically requested in 60 calendar day timeline including:
 - a. Occupational Therapy, Speech and Language, or Physical Therapy assessments
 - b. Observation and notations of progress
 - c. When assessment is requested, written reports, including proposed goals (service plan), are to be provide to the School for review and discussion within two weeks following the date of assessment. School staff will then provide a copy of report(s) to the student/family when requested.
2. Attendance at IEP meting to discuss assessment results (normally via teleconference)
3. Direct therapy services as described in assigned student IEP(s);
4. Monitoring student progress towards goals and objectives and providing written progress notes to the School each semester

WORK SCHEDULE: September 2018, until amended by mutual consent of the parties, or discontinued by one party with at least 30 days notice to the other party.

FEES:

\$95/hr*	Occupational Therapy (including basic Vision assessment and treatments), Speech Therapy, or Physical Therapy; Attendance at IEP Meetings; Assessment, Report Development, IEP Monitoring
\$45	Any scheduled appointment that is missed or cancelled/rescheduled within 24 hours

***Notes:** *Provider is being compensated on an hourly basis. Proper invoicing is required. A hourly timesheet (summarizing service provided and student name) will be submitted by the 7th day of each month to the School. Payment is due by the last working day of the month in which a timesheet is received unless the hours are disputed. Occupational Therapy (OT) and Speech (SLP) Assessment are estimated billing for 3 hours to complete Evaluation and Documentation. Follow-up sessions for OT and SLP are estimated at 1 hour. Physical Therapy Assessment and follow-up sessions are estimated at 1 hour. IEP meetings will be billed at 1 hr minimum.*

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: September 19, 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
 X Support Services
_____ Personnel
_____ Legal
_____ Facilities

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

Approval of Agreement #18-129 with Nigro & Nigro, PC (Penanhoat)

The Administration is proposing to engage Nigro & Nigro, PC, the district’s audit firm, to provide a Professional Development workshop relative to Associated Student Body (ASB) accounting procedures for district office and site staff.

As this scope of work falls outside of the firm’s current Agreement for audit services, Agreement #18-129 is presented herewith for the Board’s consideration.

FISCAL IMPACT

Not to exceed \$1,500 to be paid from the General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #18-129 with Nigro & Nigro PC for a half-day workshop as outlined above.

ADDITIONAL MATERIAL

Attached: Agreement #18-129 (2 pages)



OSD #18-129

September 6, 2018

Janet Penanhoat
Assistant Superintendent, Business & Fiscal Services
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Janet:

This letter is written in response to your District's request for a workshop to be provided by our firm on Associated Student Body (ASB) accounting procedures.

Attendees

Of course, for the ASB workshop to be the most effective, we encourage personnel from all aspects of ASB to attend. This would include principals, vice-principals, advisors, teachers, coaches, students, secretaries and bookkeepers. We also want to tailor the workshop to meet the specific needs of the District.

Format

The workshop will be presented in a lecture format, with an accompanying Power Point presentation. We will need a room with lights that can be dimmed and a projection screen. We will provide our own computer and projector, unless you provide one for us to use.

Date and Time

The date of the workshop is tentatively scheduled for Monday, October 8, 2018. The workshop for the ASB attendees will begin at 9:00am and conclude at approximately 12:00pm. We will also allow time during and after the workshop for questions and answers from attendees.

Presenter

The workshop will be presented by Faith Kondrit, Audit Supervisor. As a supervisor in the firm, she has extensive experience auditing and advising school districts and ASBs of all sizes throughout California. The ASB training presentation materials were personally developed by Jeff Nigro.

Cost

The cost for the workshop will be \$1,200, plus mileage at the standard IRS rate.

We thank you for allowing us the opportunity to provide this workshop to the District. If you are in agreement with the terms of this proposal, please sign in the space below, make a copy for your records, and return the original to my office. We look forward to hearing from you.

Sincerely,

Jeffrey Nigro, CPA, CFE

We hereby agree to the terms in this proposal.

Lisa Franz, Director of Purchasing

Date



AGREEMENT FOR CONSULTATION SERVICES

This Agreement for Consulting (Contracting) Services (“Agreement”), made and entered into this first day of August 1, 2018 by Children’s Therapy Network, Inc., hereinafter called (“Contractor” or “CTN”) and Oxnard School District (“Client”).

RECITALS:

Whereas, CTN is specifically skilled, trained, experienced, and competent to render the services and advice described in Article I of this agreement and Client require these services and advice, and whereas Client has a need for such specialized services; now therefore Client and CTN mutually agree as following:

A. Services to be provided by CTN: CTN will render the services described below:

- a. CTN shall perform evaluations, therapy, advisory, and consulting services in Speech Language Therapy, Physical Therapy, Occupational Therapy, Recreational Therapy and licensed assistant and Parent Education classes for Client and will provide services for Client’s students with such needs according to the students Individualized Education Plan (“IEP”) which shall be provided by Client to CTN. CTN and Client agree to coordinate scheduling and reporting so that CTN can attend any and all scheduled meetings in regard to the Client’s students and can participate in any report pertaining to any of the services provided by CTN.
- b. CTN will perform said services in their own way and as an independent contractor in the pursuit of their independent calling and not as an employee of Client, and shall determine the means or manner by which such result is to be accomplished.
- c. If CTN is a regular employee of a public entity, all services which CTN renders under this Agreement will be performed at times other than CTN’s regular assigned work day and said entity, or during periods of vacation or leave of absence from said entity.

B. Terms of Agreement

- a. This Agreement shall be for a period of 12 months beginning August 1, 2018 through July 31, 2019, which includes the extended school year time.
- b. Extension of this contract can be granted to allow for Extended School Year, and/or past the termination of this contract if mutually agreed upon by both parties.

C. Services to be provided by Client

- a. Client will prepare and furnish to CTN upon request such information as is reasonably requested by CTN and necessary to the performance of CTN’s work under this Agreement. The list requires, but is not limited to the following:

Created: 1/8/2014

Revised: 4/18/2018

Approved: 7/31/18

1. Most Current and complete IEP, including all goals;
2. Medical history or most recent evaluation;
3. Current grade level;
4. Case manager contact information;
5. Teacher name and contact information;
6. Parent name and contact information;
7. School Location.

D. CTN's Fee and Payment Thereof

- a. Client will pay CTN for services rendered under this Agreement the amount or amounts set forth below on the payment terms set forth below: See attached Rate Sheet
 1. In consideration of the services to be rendered by CTN, Client agrees to pay to CTN a fee at the rate of :
 - a. Individual treatment \$ 125.00 per discipline service, per hour, per student.
 - b. Group treatment (2-4 students) \$95.00 per discipline, per hour, per student.
 2. For an evaluation a fee rate of \$500.00 per discipline service. Evaluations will include testing and a written report.
 3. CTN will provide quarterly progress updates to meet school report card compliance at the rate of \$125 per hour billed as IEP time.
 4. CTN's fees shall be paid monthly by Client upon receipt of an invoice each month detailing the fees incurred for the previous month. See attached exhibit for details.
 5. CTN will provide monthly billing logs as follows:
 - a. Master summary of all students and total treatment time rendered on a monthly basis.
 - b. An Itemized invoice which indicates date, time of service, total time rendered, and service discipline.
 - c. Treatment notes upon request.
 6. Attendance to IEP meetings either in person or telecommunication will be paid at the hourly rate of \$125.00.
 7. Administrative time will be paid at the hourly rate of \$125.00 for any additionally requested services, such as consultations, and including, but not limited to observations of students, staff training, report writing other than an evaluation request, and administrative duties that the school requests from CTN outside of the normal IEP duties.
 8. All services rendered for a student by CTN must be in accordance with the student's Special Education referral or IEP. Client will provide CTN with the most recent IEP, Compensatory or Addendums to the IEP supporting documentation to assist CTN in providing the prescribed therapy.
 9. No Show or cancelation will be paid at the rate of \$125.00 per billable hour per student (unless group rate applies) when the school, family or student fails to notify therapist of absence from regularly scheduled and/or prior confirmed sessions. This acts as a safeguard to both CTN and Client to show good faith that services were offered as mandated by the IEP and fairly compensates the therapist for their time.

10. Compensatory services must be approved by the Special Education Department prior to being rendered to be eligible for payment, with no exceptions. Compensatory services will only be approved for services that are included in the student's IEP or referral and that were not provided due to administrator error or unavailability. Compensatory services will not to be issued when a student fails to take advantage of a service as offered.
11. ~~Drive time: Client agrees to pay the hourly fee of \$125.00 for drive time for CTN therapists to commute to and from CTN office to the school location when outside of the normal 25 mile radius from a CTN office location.~~
12. ~~Mileage: Client shall pay .59 cents per mile driven to serve students when outside of the 25 mile radius from a CTN office location.~~

E. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement

- a. If, at any time during the performance of this Agreement, Client determines, in Client's sole discretion, that CTN's services are no longer needed, Client shall have the right to suspend indefinitely or terminate the work to be performed under this Agreement, and terminate the performance of CTN's service hereunder on thirty (30) days notice. In the event of such cancellation, Client shall give written notice to CTN of its intention to cancel thirty (30) days in advance of the effective date of the cancellation. If Client fails to pay for services as agreed, CTN may cancel its services at any time at its discretion without notice to Client. If CTN is unable or unwilling to perform any of the services set forth in the IEP, or any services required under this Agreement, whether for safety or other reasons that would make it difficult or impossible for CTN to perform, CTN shall have the absolute right, in its sole discretion, to terminate this Agreement. If CTN is unable to perform services as agreed herein, Client shall have the right to cancel this Agreement without 30 days advance notice. In the event either party desires to cancel this Agreement, each party agrees to notify the other of their intent to cancel and attempt to work out any issues prior to cancellation. Any notice of cancellation shall be given in writing to the other party at their address set forth above their signature line at the end of this Agreement. If no address is stated, the notice shall be given at the last known address.
- b. If the cancellation is the result of Client's decision to suspend indefinitely or abandon the work under this Agreement, Client shall be obligated to pay CTN only for those services performed by CTN through the effective date of termination.

In the event of Client's failure to pay an invoice past 60 days of the invoice date, CTN shall have the right to suspend services or terminate this Agreement.

6. Hold Harmless

- a. CTN hereby agrees to indemnify, defend and hold harmless Client and its department, agencies, officers or employees ("CLIENT Indemnitees") from all sums which Client or any of the Client Indemnitees may be obligated to pay by reason of any liability imposed upon them for damages

arising out of the performance of the services rendered by CTN and caused by error, omission, or act of CTN or any person employed by it or of any others for whose acts CTN is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

- c. Client hereby agrees to indemnify, defend and hold harmless CTN and its officers, directors, shareholders, employees, agents and attorneys ("CTN Indemnitees") from all sums which CTN or any of the CTN Indemnitees may be obligated to pay by reason of any loss, cost, expense, damages or liability imposed upon CTN or any CTN Indemnitees arising out of any act or omission of Client or any person employed by Client or of any others for whose acts Client is legally liable whether occurring while at any Client premises or for any reason having to do with this Agreement or the services to be performed hereunder. Said sums shall include, but shall not be limited to, court costs, expenses, expert fees and expenses and attorney's fees and expenses.

7. Miscellaneous

- a. Insurance – CTN shall maintain professional liability and Malpractice insurance in the amount of at least \$1,000,000.00 covering CTN and the practice. CTN shall provide a Certification of Insurance evidence public liability and malpractice coverage, and shall maintain such coverage throughout the term of this Agreement. In the event any coverage required by this Agreement is cancelled for any reason Client shall be given thirty (30) days notice of such cancellation from either the insurer, CTN, or both.
- b. CTN will maintain worker compensation insurance for all therapists providing services to Client, as deemed appropriate by workers compensation regulations.
- c. CTN will maintain proper and up to date for each therapist providing services to Client:
 - 1. Professional Licenses.
 - 2. Tuberculosis testing.
 - 3. CPR certifications.
 - 4. Fingerprinting
 - 5. Criminal background checks
- d. CTN will maintain an up to date and current Non-Public Agency Certificate.
- e. This Agreement is drafted by both parties and shall not be construed against either party as the drafter of this Agreement or any provision of this Agreement.
- f. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses.
- g. Time is of the essence with respect to the various provisions of this Agreement.
- h. This Agreement may not be amended except in a writing signed by both parties to this Agreement.
- i. This Agreement contains all of the agreements with respect to the subject matter of this Agreement and supersedes any prior written or verbal agreement with respect to the subject matter of this Agreement.
- j. Any notices to be given under this Agreement shall be in writing and shall be delivered to the respective parties to this Agreement at the address set forth below before their respective signatures on this Agreement. If no address is written below, notice may be given at the last known address of

the recipient. All notice shall be delivered either by personal delivery, overnight courier or U.S. Mail, return receipt requested. Any notice delivered by personal delivery or with signature by the person to whom delivered, shall be deemed delivered on the day delivered. Any notice delivered by U.S. mail shall be deemed delivered three days after placed in the U.S. mail.

8. Special Provisions

a. CTN shall comply with all federal, state and local laws and ordinances applicable to such work.

b. This Agreement may be amended by the mutual written consent of the parties evidenced by their respective signatures.

Contractor:

Children's Therapy Network Inc.
DBA Cooperative Therapy Network
1857 Knoll Dr.
Ventura Ca 93003

Agency:

Oxnard School District
1051 S. A Street
Oxnard Ca 93030

Contractor Signature and Title

Lisa A. Franz, Director, Purchasing

Date:

Date:



ADDENDUM TO Oxnard School District

This Addendum (this “**Addendum**”) is entered in by Children’s Therapy Network, Inc., a California Corporation (“**CTN**”), and Oxnard School District (“**Recipient**”), and is an addendum to and supplements that certain agreement between CTN and Recipient dated August 1, 2018 (“**Contract**”), whereby CTN will provide certain services to Recipient.

In consideration of the mutual promises, covenants, conditions, obligations, representations and warranties set forth in the Contract, and for other good and valuable consideration, which is hereby acknowledge, in addition to those terms and conditions set forth in the Contract, the parties hereby agree to be subject to the following terms:

1. **Non-Interference.** Recipient acknowledge that CTN has or will recruit, train and employ or contract with therapist, aides and/or other persons for providing services to Recipient under the terms of the Contract. Recipient acknowledges that this is a costly of CTN’s efforts and services. If Recipient, during the term of the Contract or within one (1) year following the termination of the Contract, directly or indirectly employs any person who shall pay CTN the sum of Six Thousand (\$6,000) per person, which sum accurately reflects the reasonable value of CTN’s time and costs.
2. **Integration.** This Addendum is made a part of the Contract as if set forth in full therein.
3. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument, a fully executed Addendum, binding on the parties hereto. The signature on any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of Contract.

Children’s Therapy Network, Inc. a California Corporation

Oxnard School District

By: *C Woods-Peirce*

Cassandra Woods, DPT, PT, CEO

By: _____

Print Name: Lisa A. Franz

Title: Director, Purchasing

**NAME OF NONPUBLIC, NONSECTARIAN AGENCY: Children's Therapy Network
(Cassandra Woods-Peirce)
DATE: 1/2/2018**

5. SERVICE FEES
(Include only the services your agency currently has qualified staff.)

DESIGNATED INSTRUCTION AND SERVICES AND RELATED SERVICES	Per Hour	Per Day	Per Month
Audiological Services (AS)			
Behavior Intervention Including Development and Modification (BID)			
Behavior Intervention Implementation of Behavior Modification Plans (BII)			
Early Education Programs for Children with Disabilities (EE)			
Language and Speech Development and Remediation (LSDR)	\$125.00		
Occupational Therapy Services (OT)	\$125.00		
Parent Counseling and Training (PCT)			
Physical Therapy Services (PT)	\$125.00		
Social Worker Services (SW)			
Adaptive Recreational Services (ARS)	\$125.00		
Specialized Services for Low Incidence (LI) (Identify Service)			
Vision Services (VS) Performed by OT			
Other (OTH) Sensory Integration and Praxis Test			\$650.00 (per test)
Physical/Occupational/Speech Therapy and Feeding Evaluation			\$ 500.00 (per eval)
Infant Massage Instruction for Parenting Skills and Therapeutic intervention. Up to 5 classes (OTH)	\$50.00 per class		250.00 (for 5 session Class)
Hanen® "It Takes Two To Talk" and "More than Words" parent training Class for Language Development. (14 Week Class, 3 Individual Sessions with SLP, 8 group sessions, workbook, and videotaping sessions) (OTH), (LSDR)			\$2000.00 (complete class)
Group (2 – 4) students PT, OT, SLP services (PT, OT, LSRD)	95.00 Per Child, per hour		
Independent Educational Evaluation(PT, OT, SLP)			800.00 (Per eval)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-118 – Lindamood-Bell Learning Processes (DeGenna/Sugden)

Lindamood-Bell Learning Processes will provide 1:1 sensory-cognitive instruction services during the 2018-2019 school year.

FISCAL IMPACT:

Not to exceed \$50,000.00 - 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 #18-118 with Lindamood-Bell Learning Processes, in the amount not to exceed \$50,000.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-118, Lindamood-Bell Learning Processes (5 Pages)
 Rate Sheet (1 Page)
 Certificate of Insurance (6 Pages)



INDIVIDUAL STUDENT INSTRUCTION CONTRACT

This Individual Student Instruction Contract ("Contract") is written August 14, 2018 (the "Effective Date"), between Oxnard School District ("School District") and Lindamood-Bell Learning Processes, a California corporation ("LBLP"). School District is contracting with LBLP to provide instructional services. The Westlake Village Learning Center operated by LBLP in Westlake Village, California shall provide the services identified in this Contract beginning on or after July 1, 2018 and terminating on or before June 30, 2019 ("Term"). Student instruction will be provided per the Scope of Services attached.

Summary of Student Instruction

One-to-one instruction for a Contract total not to exceed \$50,000

Up to \$126 per hour (see Scope of Services)

\$40 off-site fee per hour for services provided outside of the Learning Center

1. NOTICES

All notices provided for by this Contract shall be in writing and may be delivered personally or via standard or electronic mail or via facsimile to the following addresses:

For Oxnard School District:

Amelia Sugden
1501 South A Street, Oxnard, CA 93030
Phone: 805-385-1501 x2175
Fax:
asugden@oxnardsd.org

For Lindamood-Bell Learning Processes

Deedee Beauchamp, Manager of Contracted Instruction
416 Higuera Street, San Luis Obispo, CA 93401
Phone: 805-541-3836, extension 768
Fax: 775-320-7667
deedee.beauchamp@lindamoodbell.com

Payment for services shall be mailed to:

Lindamood-Bell Learning Processes
280 N. Westlake Blvd, Suite 210
Westlake Village, CA 91362
Phone: 805-499-6700

For questions regarding instruction, scheduling and billing:

Kilee Johnson, Center Director
Barbara Bietz, Office Manager
kilee.johnson@lindamoodbell.com
barbara.bietz@lindamoodbell.com

Unless the School District requires a signed hardcopy of this Contract prior to LBLP providing services to the Student, or the School District notifies LBLP of its preference to receive communications in paper form, it is LBLP's policy to accept and retain all records in electronic form, including signed documents transmitted via fax, email or any other electronic method.

2. CONTRACT RELATIONS

The services LBLP shall provide to the School District, and the rates payable by the School District for those services are identified above in the "Summary of Student Instruction" and "Scope of Services". Changes in the administrative or financial agreements of the Contract which do not alter the agreement that outlines the Student's educational instruction, services, or placement may be made at any time during the Term, as mutually agreed in writing by LBLP and the School District.

3. INDEPENDENT STATUS

The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

4. SCHEDULING AND PAYMENT

LBLP shall submit invoices to the School District on a monthly basis for rendered instruction no later than thirty (30) days from the end of the attendance accounting period in which said services were provided. The School District shall make payment in an amount equal to the number of hours rendered multiplied by the agreed upon rate indicated above in the "Summary of Student Instruction" within forty-five (45) days of receipt of invoice(s). The School District and/or parents or guardians may reschedule a session with reasonable notice. If the session is rescheduled, the School District will not be billed for the originally scheduled instruction hour(s).

LBLP shall reserve instruction time for the Student and reserves the right to suspend or terminate services if the Student has inconsistent attendance due to unexcused absences or multiple missed instruction hours without advance notice. LBLP will notify the School District and the Student's parents or guardians in regards to any attendance concerns. Scheduled days of instruction that are cancelled without at least 24 hours advance notice will be subject to a cancellation fee of \$40 per hour.

5. PROGRAM SUPPORT AND PROGRESS UPDATES

LBLP's instruction program includes daily instruction with clinicians, consultant support for pacing, consultant interaction with parents or guardians and authorized school staff regarding student progress, and re-evaluation that will be completed near the end of instruction to review instructional gains and evaluate support and focus.

LBLP will provide a summary of Student's progress to the Student's parents or guardians, after approximately every 1 - 2 weeks of instruction. A copy of the Student's progress will also be provided to the School District. The results of a post instruction evaluation will be provided to the School District and to the Student's parents or guardians at the end of the Student's instruction Term. The School District shall notify LBLP in writing if it chooses to waive its right to a copy of the Student's progress updates and evaluation results.

6. STUDENT RECORDS AND DATA

The parties acknowledge and agree that all individual student records that are generated by the School District are intended to be confidential in nature. LBLP and its employees shall not disclose contents of any of the individual student records generated by the School District, its employees, or students, except as required by Federal or State law or court order, or with the prior written permission of the School District.

The School District may request access to the Student's instructional records and materials. LBLP shall respond to all such written requests in a reasonable period of time [not to exceed three business days]. LBLP shall provide copies of records in electronic form unless the School District requests printed copies. Student records include but are not limited to student work, documents, schedules, progress reports, evaluation results, attendance records, and invoices created specifically for or by the Student during the Term of this contract.

7. CONFIDENTIALITY AND RECORD RETENTION

Both parties acknowledge and agree to comply with all laws, rules and/or regulations, as applicable, pertaining to the confidentiality of information obtained, transmitted, reviewed, generated, requested, provided, maintained and/or otherwise utilized in connection with this Contract. This shall include, but not be limited to, the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any other Federal and/or State law or regulation. Both parties shall comply with all record retention requirements applicable under Federal or State law to the records pertaining to this Contract and in no event shall records be retained for less than five (5) years from the Effective Date of this Contract.

8. USE OF MATERIALS

The School District recognizes and agrees that LBLP's program materials (collectively, the "Program Materials") consist of copyrighted works (collectively, the "Copyrights") and reflect trademarked brands (collectively, the "Marks"). Neither the School District nor its employees or agents shall (i) do anything in connection with the Program Materials, the Copyrights or the Marks that might in any way violate copyright or trademark laws applicable to the Program Materials and their use by School District pursuant to the terms and conditions of this Contract and/or (ii) copy or distribute any portion of the Program Materials without the express prior written permission of an officer of LBLP. The School District hereby acknowledges the validity of each of the Copyrights and Marks, and neither the School District nor its agents shall in any way undertake any action or effort, directly or indirectly, to challenge the ownership or validity of the Marks or the Copyrights, or any other intellectual property of LBLP, Nanci Bell, Phyllis Lindamood, and/or Pat Lindamood. Any reference to all or any portion of the Program Materials in any and all of the School District's advertising materials, websites and other related documents or materials shall be in accordance with LBLP's then-current Terms of Use, a copy of which will be provided to the School District from time to time upon request, and reflect the appropriate disclaimer in a conspicuous manner.

9. SUSPENSION AND TERMINATION

Either party may terminate this contract after the first week of instruction if it is determined that the off-site instruction is not a suitable arrangement for any or all of the parties.

LBLP reserves the right to suspend or terminate instruction, without prior notice, of any student who engages in behavior at Lindamood-Bell® facilities that is disruptive, incompatible with the learning environment or that poses a health or safety risk to other students or LBLP employees or agents. If it should become necessary to suspend a child's services, it is LBLP's aim to have the suspension be of a temporary nature. In the event of suspension or termination of services, the School District and the Student's parents or/guardians will be immediately notified in order to address the issue of concern and to work toward a resolution. Whenever possible, every effort will be made to resolve issues without suspension or termination and to allow the student to be reinstated at a mutually agreed time.

This Contract may be terminated for cause in the event of either party's failure to perform under the terms and conditions of this Contract or material breach of any of its provisions. To terminate the Contract, either party shall give seven (7) calendar days' prior written notice to the other party. Upon termination, School District shall pay, without duplication, for all services performed and expenses incurred to date of

termination. Notwithstanding the foregoing, this Contract may be terminated without advance notice if both parties agree to do so in writing; *provided, however*, that the School District shall remain obligated to pay for all services performed and expenses incurred to the date of termination.

10. INDEMNIFICATION AND HOLD HARMLESS

To the maximum extent permissible by law, LBLP shall indemnify and hold the School District and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance of the Services, to the extent that such loss, expense, damage, or liability was proximately caused by the negligent or willful act or omission of LBLP, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it.

To the maximum extent permissible by law, the School District shall indemnify and hold LBLP and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of (i) this Contract or its performance; and/or (ii) the need for LBLP to protect the Copyrights and/or the Marks, to the extent that such loss, expense, damage, or liability was proximately caused by the negligent or willful act or omission of the School District, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it. The School District shall immediately notify LBLP of any known or expected violation or infringements of the Copyrights or the Marks, whether by an employee or agent of the School District, or by any third party. Further, the School District shall take no action with regard to any such infringements without prior written consent of LBLP.

Proof of insurance may be provided to the School District upon request.

11. CHOICE OF LAW AND VENUE

This Contract shall be deemed to have been made and executed in County of San Luis Obispo, California. The validity and interpretation of any of the terms of the Contract shall be governed by the laws of the State of California. Both parties expressly agree that venue for any dispute arising under this Contract shall be in the courts in and for the County of San Luis Obispo, California.

12. ARBITRATION

All disputes between LBLP and the School District shall be submitted to binding arbitration before a neutral arbitrator who is either a retired judge or an attorney with at least ten years experience. The parties understand that the results of the arbitration shall be binding upon the parties, and that they are waiving their rights to a jury trial. The selection of the arbitrator and location of any hearings before the arbitrator will be decided mutually between the parties within thirty (30) days of an election to arbitrate. If the parties cannot mutually agree on a proposed arbitrator, then the arbitration will be conducted in accordance with the provisions of the California Arbitration Act, Code of Civil Procedure 1280-1294.2. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

13. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Agreement.

14. ENTIRE AGREEMENT

This Agreement, including any exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

15. ALL AMENDMENTS IN WRITING

No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in any other business forms used by either party will supersede the terms and conditions of this Agreement.

16. NO ASSIGNMENT

It is expressly understood that this Contract shall not be assigned or transferred by either party without prior written notice of the other party.

Each individual executing this Contract on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Contract, and thereby bind the applicable party to all covenants, duties and obligations contained herein.

The parties have executed this Contract by and through their duly authorized representatives:

For Lindamood-Bell Learning Processes

For Oxnard School District

By: _____
Signature Date

By: _____
Signature Date

Alison Bell, Executive Vice President

Lisa A. Franz, Director, Purchasing
Printed Name of Authorized Representative

SCOPE OF SERVICES

July 2, 2018 – August 15, 2018

Student JR032504:

106 hours of instruction at \$126 per hour

Student EG021907

100 hours of instruction at \$126 per hour



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2017

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Cynthia Gonzalez PHONE (A/C, No, Ext): (805) 585-6117 FAX (A/C, No): (805) 585-6217 E-MAIL ADDRESS: cgonzalez@tolmanandwiker.com															
INSURED Lindamood-Bell Learning Processes 416 Higuera Street San Luis Obispo CA 93401-3865		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover American Ins Co</td> <td>36064</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit</td> <td>11212</td> </tr> <tr> <td>INSURER C: Hanover Ins Co</td> <td>22292</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: Hanover American Ins Co	36064	INSURER B: Allmerica Financial Benefit	11212	INSURER C: Hanover Ins Co	22292	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 17/18 GL/AU/UMB/WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR/ INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZD3-A802342-02	12/15/2017	12/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		AW3-A802333-02	12/15/2017	12/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		UH3-A802343-02	12/15/2017	12/15/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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 <input type="checkbox"/> N/A	WD3-A791502-02	12/15/2017	12/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GL: Certificate Holder is Additional Insured as respects to operations of the Named Insured per form 42129150615. Endorsement applies only as required by current written contract on file.

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 Shawn Carson/CYNTHG <i>Shawn Eugene Carson</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- 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 services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

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 damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3)**, **(4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

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

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for 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.

- 1.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 \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

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

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-119 – Pleasant Valley School District for Oxnard School District to provide DHH Services (DeGenna/Sugden)

Oxnard School District will provide services for Pleasant Valley School District student #AL082012 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: AL082012

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$33,790.86 - \$9,964.00 (*ADA) = \$23,826.86

Extended School Yr. (ESY): \$132.00 per diem x 20 days = \$2,640.00

Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for Educating Student while placed in OSD and receiving exceptional services.*

Grand Total: **\$26,466.86**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-119 with Pleasant Valley School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-119, Pleasant Valley School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-16-18 is made by and between the Oxnard School District and the Pleasant Valley School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **AL082012**, a Special Education pupil (“Student”) who is a resident of Pleasant Valley School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. PLEASANT VALLEY SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2018-2019 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$33,790.86** (* Does not include a one-time \$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2016-2017 for above named student.)

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$86.47 per hour
- Counseling Services: \$82.75 per hour
- Occupational Therapy (Nonpublic Agency provided): \$78.72 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$89.49 per hour
- ESY Rate: \$132 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: AL082012

Services:

Base Rate for 180 days: \$33,790.86 – \$ 9,964.00 (ADA) = \$23,826.86
 Extended School Yr. (ESY): \$132 per diem x 20 days = \$2,640.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2018-2019 UPCOMING: 2019-2020

Total: **\$26,466.86**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of

each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Pleasant Valley School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2018-2019** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

PLEASANT VALLEY SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$26,466.86

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Pleasant Valley School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Pleasant Valley School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Pleasant Valley School District** pupils being served in the Oxnard program; (L) providing to **Pleasant Valley School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Pleasant Valley School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-120 – Ocean View School District for Oxnard School District to provide DHH Services (DeGenna/Sugden)

Oxnard School District will provide services for Ocean View School District student #AA080514 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: AA080514

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

- Tuition Base Rate for 180 days: \$10,509.64 (N/A - ADA) = \$10,509.64
- Extended School Yr. (ESY): \$58.00 per diem x 20 days = \$1,160.00
- One-Time per Student Cost for Personal Equipment Setup = \$1,700.00
- Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: **\$13,369.64**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-120 with Ocean View School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-120, Ocean View School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-16-18 is made by and between the Oxnard School District and the Ocean View School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for student **AA080514**, a Special Education pupil (“Student”) who is a resident of Ocean View School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. OCEAN VIEW SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2018-2019 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$10,509.64** (*Includes a one-time **\$1,700 per student cost for Personal Equipment Setup, for above named student**).

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$86.47 per hour
- Counseling Services: \$82.75 per hour
- Occupational Therapy (Nonpublic Agency provided): \$78.72 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$89.49 per hour
- ESY Rate: \$58 per diem
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: AA080514

Services:

Base Rate for 180 days: \$19,756.80 (N/A-ADA) = \$10,509.64
 Includes a one-time \$1,700 per student cost for Personal Equipment Setup \$1,700.00
 Extended School Yr. (ESY): \$58 per diem x 20 days = \$1,160.00

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2018-2019 UPCOMING: 2019-2020

Total: **\$13,369.64**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Ocean View School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2018-2019 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

OCEAN VIEW SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$13,369.64

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Ocean View School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Ocean View School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Ocean View School District** pupils being served in the Oxnard program; (L) providing to **Ocean View School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by an **Ocean View School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-121 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Sugden)

Oxnard School District will provide services for Hueneme School District student #EG082714 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: EG082714

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$10,509.64 (N/A - ADA) = \$10,509.64
Extended School Yr. (ESY): \$58.00 per diem x 20 days = \$1,160.00
OT Services: \$82.75 per hour x 20 hours/year = \$1,655.00
Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: **\$13,324.64**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-121 with Hueneme School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-121, Hueneme School District (3 Pages)

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2018-2019** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

HUENEME SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$13,324.64

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-122 – Rio School District for Oxnard School District to provide DHH Services (DeGenna/Sugden)

Oxnard School District will provide services for Rio School District student #SG092208 for the 2018-2019 school year. Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: SG092208

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 11 days: \$2,065.00 - \$608.91 (*ADA) = \$1,456.09

Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for Educating Student while placed in OSD and receiving exceptional services.*

Grand Total: **\$1,456.09**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-122 with Rio School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-122, Rio School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 08-16-18 is made by and between the Oxnard School District and the Rio School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for, **SG092208**, a Special Education pupil (“Student”) who is a resident of Rio School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. RIO SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2018-2019 Base Rate for Deaf and Hard of Hearing Classroom for 11days = \$2,065.00 **(*Does not include a one-time \$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2016-2017 for above named student.)**

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$86.47 per hour
- Counseling Services: \$82.75 per hour
- Occupational Therapy (Nonpublic Agency provided): \$78.72 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$89.49 per hour
- ESY Rate: \$132 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: SG092208

Services:

Prorated Base Rate for 11 days: $\$2,065.00 - \$608.91 \text{ (ADA)} = \$1,456.09$

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2018-2019

UPCOMING: 2019-2020

Total: **\$1,456.09**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of

each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Rio School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2018-2019 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

RIO SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$1,456.09

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Rio School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Rio School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Rio School District** pupils being served in the Oxnard program; (L) providing to **Rio School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Rio School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-123 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna/Sugden)

Oxnard School District will provide services for Fillmore Unified School District student #JC111411 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: JC111411

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$33,790.86 - \$9,964.00 (*ADA) = \$23,826.86

Extended School Yr. (ESY): \$132.00 per diem x 20 days = \$2,640.00

Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: **\$26,466.86**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-123 with Fillmore Unified School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-123, Fillmore Unified School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 08-16-18 is made by and between the Oxnard School District and the Fillmore Unified School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **JC111411**, a Special Education pupil (“Student”) who is a resident of Fillmore School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. FILLMORE UNIFIED SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2018-2019 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$33,790.86** (*Does not include a one-time **\$1,700 per student cost for Personal Equipment Setup as this was already contributed in 2016-2017 for above named student.**)

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$86.47 per hour
- Counseling Services: \$82.75 per hour
- Occupational Therapy (Nonpublic Agency provided): \$78.72 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$89.49 per hour
- ESY Rate: \$132 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: JC111411

Services:

Base Rate for 180 days: **\$33,790.86** – 9,964.00 = \$23,826.86
 Extended School Yr. (ESY): \$132 per diem x 20 days = \$2,640.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2018-2019 UPCOMING: 2019-2020

Total: **\$26,466.86**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Fillmore Unified School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2018-2019 (IEP or placement date), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

FILLMORE UNIFIED SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$26,466.86

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Fillmore Unified School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Fillmore Unified School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Fillmore Unified School District** pupils being served in the Oxnard program; (L) providing to **Fillmore Unified School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Fillmore Unified School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-124 – Briggs Elementary School District for Oxnard School District to provide DHH Services (DeGenna/Sugden)

Oxnard School District will provide services for Briggs Elementary School District student #VH121010 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: VH121010

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days:	\$33,790.86 - \$9,964.00 (*ADA) = \$23,826.86
Extended School Year (ESY):	\$132.00 per diem x 20 days = \$2,640.00
Transportation:	Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: **\$26,466.86**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-124 with Briggs Elementary School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-124, Briggs Elementary School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-16-18 is made by and between the Oxnard School District and the Briggs Elementary School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for, **VH121010**, a Special Education pupil (“Student”) who is a resident of Briggs Elementary School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. BRIGGS ELEMENTARY SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2018-2019 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$33,790.86** (*Does not include a one-time \$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2015-2016 for above named student.)

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$86.47 per hour
- Counseling Services: \$82.75 per hour
- Occupational Therapy (Nonpublic Agency provided): \$78.72 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$89.49 per hour
- ESY Rate: \$132 per diem
- One-time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: VH121010

Services:

Oxnard School District will receive the following reimbursement:

Base Rate for 180 days: **\$33,790.86** – 9,964.00 (ADA) = \$23,826.86
 Extended School Yr. (ESY): \$132 per diem x 20 days = \$2,640.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2018-2019 UPCOMING: 2019-2020

Total: **\$26,466.86**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA. Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies BRIGGS ELEMENTARY SCHOOL DISTRICT on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2018-2019 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, Section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

BRIGGS ELEMENTARY SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

Typed Name/Title

Date

Date

Total Cost: \$26,466.86

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Briggs Elementary School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Briggs Elementary School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Briggs Elementary School District** pupils being served in the Oxnard program; (L) providing to **Briggs Elementary School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Briggs Elementary School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-125 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Sugden)

Oxnard School District will provide services for Hueneme School District student #VN042612 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil’s individual educational plan as specified in the Individual Service Agreement.

Student: VN042612

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$33,790.86 - \$9,964.00 (*ADA) = \$23,826.86
Extended School Yr. (ESY): \$132.00 per diem x 20 days = \$2,640.00
Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: **\$26,466.86**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-125 with Hueneme School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-125, Hueneme School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-16-18 is made by and between the Oxnard School District and the Hueneme School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **VN042612**, a Special Education pupil (“Student”) who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2018-2019 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$33,790.86 (*** Does not include a one-time \$1,700.00 per student cost for Personal Equipment Setup, as this was contributed in 2016-2017 for the above named student).**

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$86.47 per hour
- Counseling Services: \$82.75 per hour
- Occupational Therapy (Nonpublic Agency provided): \$78.72 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$89.49 per hour
- ESY Rate: \$132.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: VN042612

Services:

Base Rate for 180 days: \$33,790.86 – \$9,964.00 (ADA) = \$23,826.86
 Extended School Yr. (ESY): \$132 per diem x 20 days = \$2,640.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2018-2019 UPCOMING: 2019-2020

Total: **\$26,466.86**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of

each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2018-2019** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

HUENEME SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$26,466.86

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-126 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Sugden)

Oxnard School District will provide services for Hueneme School District student #SM081713 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil’s individual educational plan as specified in the Individual Service Agreement.

Student: SM081713

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

- Tuition Base Rate for 180 days: \$33,790.86 - \$9,964.00 (*ADA) = \$23,826.86
- Extended School Yr. (ESY): \$132.00 per diem x 20 days = \$2,640.00
- Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: **\$26,466.86**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-126 with Hueneme School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-126, Hueneme School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-16-18 is made by and between the Oxnard School District and the Hueneme School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **SM081713**, a Special Education pupil (“Student”) who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2018-2019 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$33,790.86 (* **Does not include a one-time \$1,700.00 per student cost for Personal Equipment Setup, as this was contributed in 2016-2017 for the above named student).**

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$86.47 per hour
- Counseling Services: \$82.75 per hour
- Occupational Therapy (Nonpublic Agency provided): \$78.72 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$89.49 per hour
- ESY Rate: \$132.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: SM081713

Services:

Base Rate for 180 days: \$33,790.86 – \$9,964.00 (ADA) = \$23,826.86
 Extended School Yr. (ESY): \$132 per diem x 20 days = \$2,640.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2018-2019 UPCOMING: 2019-2020

Total: **\$26,466.86**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of

each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2018-2019** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

HUENEME SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$26,466.86

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-127 – Pleasant Valley School District for Oxnard School District to provide DHH Services (DeGenna/Sugden)

Oxnard School District will provide services for Pleasant Valley School District student #LA101809 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: LA101809

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days:	\$33,790.86 - \$9,964.00 (*ADA) = \$23,826.86
Extended School Yr. (ESY):	\$132.00 per diem x 20 days = \$2,640.00
OT Services:	\$78.72 per hour x 440 minutes (7.33 hrs.) yearly = \$577.02
Transportation:	Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for Educating Student while placed in OSD and receiving exceptional services.*

Grand Total: **\$27,043.88**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-127 with Pleasant Valley School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-127, Pleasant Valley School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-16-18 is made by and between the Oxnard School District and the Pleasant Valley School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for, **LA101809**, a Special Education pupil (“Student”) who is a resident of Pleasant Valley School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. PLEASANT VALLEY SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2018-2019 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$33,790.86** (*Does not include a one-time \$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2015-2016 for above named student).

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$86.47 per hour
- Counseling Services: \$82.75 per hour
- Occupational Therapy (Nonpublic Agency provided): \$78.72 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$89.49 per hour
- ESY Rate: \$132 per diem
- Equipment Upgrades – charged at cost of specialized equipment
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Other \$ _____

Student: LA101809

Services:

Base Rate for 180 days: **\$33,790.86** – \$9,964.00 (ADA) = \$23,826.86
 Extended School Yr. (ESY): \$132 per diem x 20 days = \$2,640.00
 OT services: \$78.72 per hour rate x 440 minutes (7.33 hrs.) yearly = \$577.02

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2018-2019 UPCOMING: 2019-2020

Total: **\$27,043.88**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Pleasant Valley School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2018-2019** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

PLEASANT VALLEY SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Total Cost: \$27,044.14

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Pleasant Valley School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Pleasant Valley School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Pleasant Valley School District** pupils being served in the Oxnard program; (L) providing to **Pleasant Valley School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Pleasant Valley School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/19/18

- 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 #18-109 – School on Wheels, Inc. (DeGenna/Ridge)

The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration. Oxnard School District and School on Wheels Inc. will work together in the 2018-2019 school year to identify and serve homeless children within the school district. School on Wheels Inc. will provide one-on-one tutoring to homeless students during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the needs of the family.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #18-109 with School on Wheels, Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #18-109, School on Wheels Inc. (2 Pages)
HIPPA Form (1 Page)
Certificate of Insurance (2 Pages)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #18-109

School on Wheels, Inc.
And
Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between School on Wheels, Inc. and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration.

Oxnard School District and School on Wheels, Inc. will work together in the 2018-2019 school year to identify and serve homeless children within the school district. School on Wheels, Inc. will provide one-on-one tutoring to students identified as homeless during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the need of the family.

Both organizations will share names of students identified as homeless through such means as school district referrals to School on Wheels, Inc. In order for the two agencies to share student names, a release of information authorization (HIPPA Form-see attached) will be provided to parents for their approval of sharing this information. Through this agreement to release information, the two organizations have the capacity to share students' records including grades and test scores in order for the tutors to support the academic progress of these students.

TERM: The term of this MOU shall commence July 1, 2018 through June 30, 2019.

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by School on Wheels, Inc.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the School on Wheels, Inc. tutors at designated school sites.
3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student. Students may also be referred through the Homeless School District Liaison.
4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.
5. Have HIPPA Release of Information Form signed by parents to share information.

B. School on Wheels, Inc. agrees to the following:

1. Provide trained one-on-one tutors to identified homeless students on the basis of availability of tutors.
2. Work within the time frame appropriate for the school and agreed upon with the Site Administrator, not interrupting instructional time.
3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.
4. Provide individual and group supervision to tutors.
5. Provide school supplies and backpacks upon request of school site.
6. Provide representation at meetings convened by the Oxnard School District to review the program.
7. Be responsible for having all facilitators screened and fingerprinted, and tested for TB at their cost prior to beginning the program. School on Wheels, Inc. will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.
8. Provide OSD with a certificate of Insurance (General Liability and Workman's Comp) naming the Oxnard School District as "additional insured".
9. All flyers or written information given to parents by School on Wheels, Inc. must include the following statement, "this event is not sponsored or endorsed by the Oxnard School District."

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

SCHOOL ON WHEELS, INC.:

OXNARD SCHOOL DISTRICT:

Signature

Angela Allmendinger
Typed Name/Title

Date

Signature

Lisa Franz, Director, Purchasing
Typed Name/Title

Date



OXNARD SCHOOL DISTRICT

1051 SOUTH "A" STREET • OXNARD, CALIFORNIA 93030 • 805/385-1501

AUTHORIZATION FOR DISCLOSURE OF CONFIDENTIAL INFORMATION (HIPAA)

Student Name: _____ Date of Birth: _____

I hereby authorize _____ to

Agency or Individual

exchange educational, medical, and/or psychological information concerning my child with:

Oxnard School District
1051 South A Street
Oxnard CA, 93030

Specific information to be released/obtained:

_____ All educational, medical, and/or psychological information including diagnosis and assessment results (May include documents, records and/or phone conversations)

_____ Only the following records or type of information: _____

_____ Please specify if any information is to be excluded: _____

This disclosure of information authorized is required for the following purpose:

This authorization shall become effective on ___/___/___ and will expire in one year.

A photocopy or facsimile of this form is to be considered as valid as the original.

I have read and understood the following statements about my rights:

- *I may revoke this authorization at any time prior to its expiration date by notifying the providing organization in writing, but the revocation will not extend to information that was already obtained or released prior to the revocation.*
- *I have the right to receive a copy of this authorization as well as the information described on this form.*
- *Under certain circumstances, the information that is used or disclosed pursuant to this authorization may be redisclosed by the receiving entity according to Federal and State law and may no longer be protected. I have the right to seek assurances from the above-named persons/organizations authorized to receive the information that they will not redisclose the information to any other party without my further authorization unless mandated by law.*

Signature _____ Date _____

Parent/Guardian — Please circle relationship to the student



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2018

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 Chapman, a Division of Arthur J. Gallagher & Co Insurance Brokers of CA, Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Natalia Dionela
	PHONE (A/C, No, Ext): 8185398633 FAX (A/C, No):
	E-MAIL ADDRESS: Natalia_Dionela@ajg.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Nonprofits' Insurance Alliance of California, Inc NAIC # 0
	INSURER B: New York Marine And General Insurance Co 16608
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 571379655 **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 <input type="checkbox"/> OTHER:	Y	N	2018-43824- NPO	05/11/2018	05/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 500,000 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 Host Liquor Liab \$ 1M \ \$1M
A	AUTOMOBILE LIABILITY <input checked="" 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	N	N	2018-43824- NPO	05/11/2018	05/11/2019	COMBINED SINGLE LIMIT (Fa accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC201800011630	07/01/2018	07/01/2019	<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	Professional Liability	N	N	2018-43824- NPO	05/11/2018	05/11/2019	Per Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named additional insured with respect to the operations of the named insured. Waiver of Subrogation on Workers Compensation applies in favor of certificate holder.

CERTIFICATE HOLDER City of Los Angeles and its Agencies, Boards and Depts. 200 North Main Street City Hall East - Rm 1240 Los Angeles CA 90012	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 Natalia Dionela
---	---



CERTIFICATE OF LIABILITY INSURANCE

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

Policy: Improper Sexual Conduct Liability
Policy#: 2018-43824- NPO
Carrier: Nonprofits' Insurance Alliance of CA
Policy Term: 5/11/2018 To 5/11/2019
Each Claim: 1,000,000 / Aggregate: \$1,000,000

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 9/19/18

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 Amendment #006 to Agreement #12-231 with SVA Architects to provide additional Architectural Services for the Lemonwood K-8 School Reconstruction Project (Penanhoat/Fateh/CFW)

At the June 5, 2013 Board meeting, the Board of Trustees approved Agreement #12-231 authorizing an architectural services contract between MVEI Architects (now and going forward known as SVA Architects) and the District for the Lemonwood K-8 School Reconstruction Project.

The attached proposal received from SVA Architects, Inc. dated August 27, 2018 is presented to the District for the additional costs associated with design revisions, and the administrative fees for presentation to both the Division of the State Architect (“DSA”) and California Department of Education (“CDE”) for review and approval from each jurisdiction.

FISCAL IMPACT:

Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) 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, Inc, that the Board of Trustees approve Amendment #006 to Agreement #12-231 with SVA Architects for additional Architectural Services for the Lemonwood K-8 School Reconstruction Project.

ADDITIONAL MATERIAL(S):

Attached:

- Amendment #006, SVA Architects Inc. (3 Pages)
- Proposal dated 8/27/18, SVA Architects Inc. (1 Page)
- Architectural Services Agreement#12-231, MVEI Architects Inc. (79 Pages)

**Amendment No. 006 to Architect
Services Agreement #12-231**

The Architect Services Agreement (“Agreement”) #12-231 entered into on June 5, 2013, by and between the Oxnard School District (“District”) and MVEI Architects, Inc. (Now known as SVA Architects, Inc.) (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 006 to the Architectural Services Agreement (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for Project No. 3 of the District’s Facilities Implementation Plan, otherwise referred to as the Lemonwood K-8 School Reconstruction Project (“Project”);

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

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

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the New Lemonwood K-8 School campus;

WHEREAS, upon consideration of the proposed modifications to the marquee sign from a ground mounted to a pole mounted sign, the timing of those modifications, the District requires amending the scope of work of SVA Architects to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

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

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

AMENDMENT

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

The definition of the Project is expanded to include the marquee sign and its new location mounted in the parking lot off San Mateo. The proposed amendment contemplates all design work related to the design and engineering of the work, the preparation of a Construction Change Directive (“CCD”) and the work associated with any and all permitting, licensing, and agency approvals, including stamp-approval from DSA, and upon completion of the construction project, all work associated with certified close-out of

Project.

The Parties agree to add the following language to SECTION 4.1 of the Agreement:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Exhibit F hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit F shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.2.6 to the Agreement as follows:

SECTION 5.2.6 Additional Compensation for Lemonwood K-8 School Reconstruction Project revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "F" thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

- A. Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) for the adjusting of the scope of the Lemonwood K-8 School Reconstruction project and incorporating the additional scope including: the relocation of the marquee sign from a ground mounted to a pole mounted sign, coordination with structural engineer, provide structural engineering services for the structural design, provide calculation and structural drawings, prepare plans for DSA review and approval.**

The combined sum for the additional services total:

Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00)

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on June 5, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

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

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date:

SVA ARCHITECTS, INC.:

By: _____
Robert Simons, Principal

Date:



AMENDMENT NO. 6

Architect:	SVA Architects, Inc. ("Architect") 3 MacArthur Place, Suite 850 Santa Ana, CA 92707	Client:	Oxnard School District ("Client") 1051 South A Street Oxnard, CA 93030
Architect Contact:	Mel Tan, Tom Bardwell	Client Contact:	Scott Burkett, Caldwell Flores Winters, Inc. Dr. Cesar Morales, Oxnard School District
Agreement Date:	June 5, 2013 ("Agreement")	Amendment Date:	August 27, 2018 ("Amendment")
Project Name:	Project 3 – Lemonwood Reconstruction ("Project")	Description:	Pole Mounted Sign
Job No:	2013-40121.806	Client Ref:	n/a

A. Scope of Services

SVA and its Structural Engineer ("Petra") shall provide the following services in accordance with the terms and conditions of the Agreement:

1. District requested changes for the marquee sign from a ground mounted to a pole mounted sign. Sign to be located in the parking lot planter off San Mateo.
2. Coordination with Structural Engineer.
3. Provide Structural Engineering services for the structural design.
4. Provide calculation and structural drawings.
5. Prepare plans for DSA review and approval.

B. Compensation

Architect will be compensated for the additional services delineated herein in accordance with the terms and conditions of the Agreement on a fixed fee basis in the amount of **Twelve Thousand Five Hundred Dollars (\$12,500.00)**.

Service	Fee
SVA Architects, Inc.	\$10,000.00
Petra Structural Engineers	\$ 2,500.00
Total	\$12,500.00

Architect shall not exceed this fee without Client's prior written authorization. Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement and are not included in the above-stated compensation.

It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Amendment. In the event that contract negotiations are pending at the time this Amendment is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Amendment will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Amendment, it is understood that this Amendment amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. **The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Amendment.**

Approved and Accepted:

Architect:	SVA Architects, Inc.
Signature:	
Printed Name:	Robert Simons, AIA Lic. No. C18301
Title:	President & Partner
Date:	

Approved and Accepted:

Client:	Oxnard School District
Signature:	
Printed Name:	Lisa A. Franz
Title:	Director, Purchasing
Date:	

OSD #12-231

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

MVE INSTITUTIONAL, INC.

AND

OXNARD SCHOOL DISTRICT

JUNE 5, 2013

FOR

PROJECT 3 – LEMONWOOD RECONSTRUCTION

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

MVE INSTITUTIONAL, INC.

AND

OXNARD SCHOOL DISTRICT

JUNE 5, 2013

FOR

PROJECT 3 – LEMONWOOD RECONSTRUCTION

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this 5th day of **June, 2013** by and between **MVE Institutional, Inc.**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **3 MacArthur Place, Suite 850, Santa Ana, CA 92707** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as “**Party**” and collectively as “**Parties**.”

RECITALS

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

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

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

AGREEMENT

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

SECTION 1 GENERAL PROVISIONS

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

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

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

- 1.1.18 “**CHPS**” shall mean Collaborative for High Performance Schools.
- 1.1.19 “**Construction Budget**” shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.20 “**Construction Cost**” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.21 “**Construction Documents**” shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.22 “**Construction Manager**” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- 1.1.23 “**Construction Document Phase**” shall have the meaning set forth in Exhibit B.
- 1.1.24 “**Construction Phase(s)**” shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25 “**Constructability Review**” shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.26 “**Contractor**” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 “**Contractor Payment Application**” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- 1.1.28 “**Design Bid Build**” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.
- 1.1.29 “**Design Development Phase**” shall have the meaning set forth in Exhibit B.
- 1.1.30 “**District**” shall mean the Oxnard School District.

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

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

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

SECTION 2

EMPLOYMENT OF ARCHITECT

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

SECTION 3

THE PROJECT

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

SECTION 4

SERVICES

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

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

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

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

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

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

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

4.3 ADDITIONAL SERVICES

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

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

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

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

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor; or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultant(s).

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services; and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

SECTION 5

ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

One Million Eight Hundred Ninety-Nine Thousand Three Hundred Twelve Dollars No Cents (\$1,899,312.00)

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for the Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit B & C, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

<u>Architectural Phases</u>	
Project Initiation	2%
Development of Architectural Program	2%
Schematic Design	9%
Design Development	14%
Construction Documents	43%
Bidding/DSA	5%
Construction Administration	20%
Close-Out	5%

5.1.1.1 Invoices. Invoices may be submitted at the end of each Phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District. All invoices must be submitted in accordance with section 5.5 below.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit B**, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit B**) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect’s Consultant(s) providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District’s Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 **DISPUTED AMOUNTS.** In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 **COMPENSATION FOR REIMBURSABLE SERVICES**

5.4.1 **PRIOR APPROVAL.** The District will not be obligated to pay for any Services performed or costs incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.3 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.4 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 **REIMBURSABLE EXPENSES.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Each invoice must be accompanied by an **Invoice Cover Sheet** indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.

5.5.1.3 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR PROJECT 3 – LEMONWOOD RECONSTRUCTION**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final

invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

- 5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

- 6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. With respect to any monetary Architect Default, the termination shall be effective if the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Architect Default for which no time period for cure is otherwise specified below, the termination shall be effective if the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceeds the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

- 6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- 6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- 6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:
- 6.2.1 Inability to pay Debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.
- 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.
- 6.2.3 False or Misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
- 6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.
- 6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
- 6.2.6 Willful Violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.
- 6.2.7 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.
- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

6.3 DISTRICT REMEDIES

- 6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.
- 6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services

accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 Program Manager: The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special Testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

- 7.1.4.1 **Pre-Final Walk-Through.** District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit B** hereto.
- 7.1.4.2 **Final Site Visit.** At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.
- 7.1.5 **Notice of Defects.** If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.
- 7.1.6 **Notice of Completion.** When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

- 7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8
PROJECT CONSTRUCTION COST ESTIMATES

- 8.1 **CONSTRUCTION BUDGET.** The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.
- 8.2 **ESTIMATED PROJECT CONSTRUCTION COST.** The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes

aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9

PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10

DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form

(hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 10.2.1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's Consultant(s), if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

- 10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
- 10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.
- 10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.
- 10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.
- 10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11.1 INDEMNIFICATION.

- 11.1.1 INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

- 11.1.1.1** Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and
- 11.1.1.2** Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.
- 11.1.2** To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of, pertaining to, or relating to any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.
- 11.1.3** The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.
- 11.1.4** Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.
- 11.2** **INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.
- 11.2.1** **Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:
- 11.2.1.1** Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.
- 11.2.1.2** Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.
- 11.2.1.3** Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior

written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

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

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a

bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12.1 RESOLUTION OF CLAIMS. Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.2 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.3 SUBMISSION OF A CLAIM

12.3.1 By the Architect. The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.3.2 By the District. The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or

circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.4 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.4.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.4.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.4.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.4.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.4.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.5 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13
NOTICES

13.1 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Caldwell Flores Winters, Inc.,
Program Manager
ATTN: Yuri Calderon, Chief Operating Officer
6425 Christie Ave., Suite 270
Emeryville, CA 94608

TO ARCHITECT:

With original copy to:

Oxnard School District
ATTN: Jeff Chancer, Superintendent
1051 South A St.
Oxnard, CA 93030

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBES)

of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, Architect Consultant(s) and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment,

transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.
- 15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.
- 15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.
- 15.6 INDEPENDENT CONTRACTOR.** The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.
- 15.8 NON-DISCRIMINATION.** No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Agreement or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By:

Robt J. Moran

Title:

G. F. 13 President

District

By:

J. Chan

Title:

SUPERINTENDENT

Date: 4.4.13

Date: _____

EXHIBIT "A"

PROJECT

April 5, 2013
Robert Simons, Principal
MVE Institutional
3 MacArthur Place Suite 850
Santa Ana, CA 92707

Architect Selection Package for Project 3 – Lemonwood Elementary School

Dear Mr. Simons,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **Project #3: Lemonwood campus replacement**. This project is herein referred to as "Project 3". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

Project 3 Summary

Project 3 includes a new elementary school campus to be designed and constructed on the same site where the existing school is currently located. The existing school will remain in operation throughout construction of the new facilities. Once the new school is ready for occupancy and the District confirms that all relocation efforts are complete, the existing structures will be demolished, reconfigured, or replaced as required to implement the approved design. As part of the reconfiguration of the existing campus, a portion of the existing facilities may be retained and modernized.

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant. In certain instances design strategies and efforts can help qualify for additional funding resources. Proposals that reflect creative strategies to obtain increased state funding are encouraged.

The Facilities Implementation Program provides specific direction that team members must follow for completing this project per a detailed master budget, schedule and timeline. All team members must also conform to the procedures and guidelines outlined within the previously distributed Program Implementation Handbook.

The reconstruction project must be completed and ready for occupancy by March 2017 concurrent with the District's timeline for State grant funding and educational program reconfiguration. In order to meet this timeline, this project must be prepared for DSA submittal as soon as possible for completion of the project to occur by the March 2017 deadline.

To assist the project team in meeting this timeline, the District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on

November 6th, 2012, and the Board has since completed a series of workshops to establish the implementation parameters. Project 3 follows the findings of the Facilities Implementation Program that concluded the District's oldest K-5 school sites warrant full replacement with new facilities where funding is available, and the cost of sufficient modernization exceeds 50% of the cost of new facilities.

Detailed Description

Enclosed in this package is a detailed description of Project 3, including components per approved District Educational Specifications required to establish a K-8 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

Master Budget, Timeline, and Schedule

Summaries of the Master Budget, Timeline, and Project Schedule for the Lemonwood campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

Method of Selection

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. Please review this detailed Architect Selection Package and submit your response by Monday, April 29, 2013 @ 4:00pm in .pdf format via email to: Jeff Threet, Senior Program Manager, Caldwell Flores Winters, Inc., jthreet@cfwinc.com.

If you have any questions, please direct them to Jeff Threet, CFW at (510) 596-8170.

Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District
Architect Selection Package for Project 3
Reconstruction of Lemonwood School

Prepared by:

Caldwell Flores Winters

6425 Christie Avenue, Suite 270

Emeryville, CA 94608

1901 Victoria Avenue, Suite 106

Oxnard, CA 93035

ARCHITECT SELECTION PACKAGE

I. DETAILED DESCRIPTION: PROJECT 3 - DESIGN & RECONSTRUCT LEMONWOOD K-8 SCHOOL

PROJECT REQUIREMENTS

The project includes the demolition of the existing school and construction of a new school on the existing 9.9 acre site. Lemonwood Elementary School currently serves approximately 885 students in grades K-6. Lemonwood is planned to be reconfigured to serve up to 900 students in grades K-8. The school was constructed in 1981 and last modernized in 2004. The new Lemonwood campus will be built on the same campus as the existing school and will be constructed while the existing campus is occupied.

The new campus will need to house 900 students per State standards in grades K-8 including 28 general purpose classrooms (960 square feet each), 4 kindergarten classrooms (1,120 square feet each), 3 science/flex lab classrooms (1,200 square feet each), and 2 special education classrooms (960 square feet each). Additionally, the new campus will contain specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms. Latitude for consideration of two story construction for portions of the new campus by the design team is acceptable, but not a requirement. Refer to the enclosed Approved Educational Specifications for space requirements. The project scope includes associated demolition and site work, some of which may occur after the completion of the new school facility.

The total "all in" budget for the site is \$31,402,250 including demolition and site work (soft and construction costs combined, including contingencies). The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next 5 years. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project which is further described in a later section. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than April 18, 2014. Funding for construction will rely on the State's 50/50 new construction program. The construction schedule is dependent upon the receipt of funds from the State. Per projected State Aid timelines, construction is scheduled to commence on July 20, 2015 and be substantially complete by February 7, 2017. This schedule may be adjusted should funds be received sooner.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

SITE BACKGROUND & COMMUNITY

Established in 1981, Lemonwood Elementary School is an integral part of the Oxnard community. In addition to educating children, the school has provided family support services, access to community information, early education and after-school mentorship programs, and a variety of other programs to empower students, build strong communities, and ensure the safety and wellbeing of all the families that comprise the Lemonwood attendance area.

The design team should be thoroughly familiar with the revised K-8 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the

unique qualities and opportunities available to future parents and their children, should they choose the Lemonwood K-8 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote student success, community integration, and effective 21st century learning environments for students, while enhancing the existing community.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

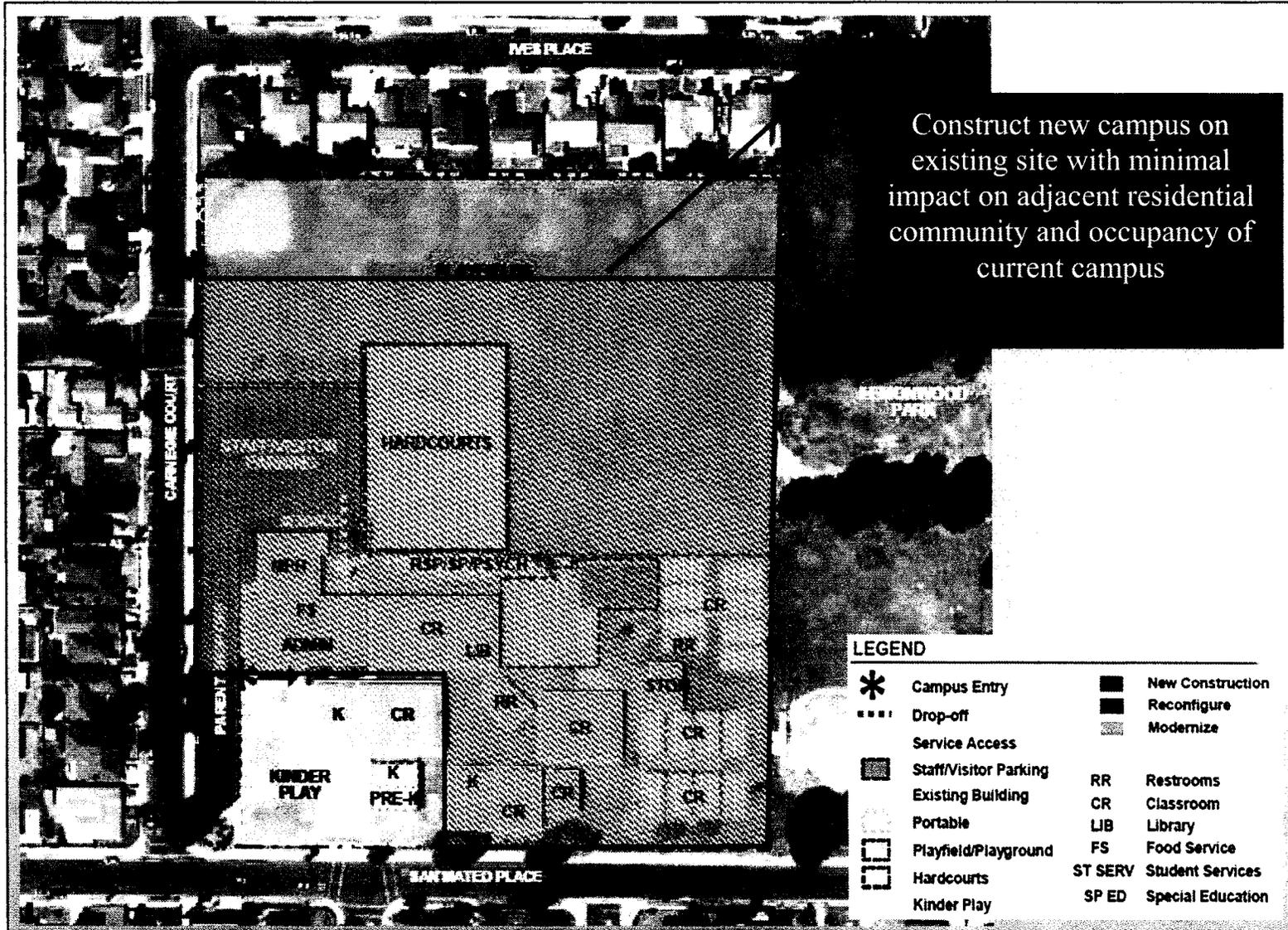
It is important for the design team to be mindful of the culture and character of the Lemonwood community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

SITE MAP

The diagram below is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should work closely with CFW and the District, to identify the best "re-use" of previously approved designs, as well as currently existing facilities, as appropriate, to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space. At this point there is a desire to preserve the location of existing facilities that may best accommodate a kindergarten and preschool environment as indicated.

A plan for the interim use of the existing K-6 Lemonwood facilities to house a K-8 educational program is underway and will be in full functional use by the opening of school in August 2014. The student population will be relocated to the new K-8 facility upon its completion. The reuse of the existing facilities is being undertaken with District forces, but will be closely coordinated with input from the selected design team by CFW. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities.

Lemonwood Site Map



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The below specifications reflect the Board approved Educational Specifications within the Facilities Implementation Plan and should be addressed in the proposed design.

New Lemonwood K-8 School			
<i>Design & Reconstruct School to K-8 Specifications</i>			
<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
Demolition	35,000	sf	35,000
Classrooms			27,360
Classrooms - Estimate 28 rms @ 960 sf ea.	26,880	sf	
RSP	480	sf	
Kindergarten			6,440
Kinder Classroom 4 @ 1,120sf	4,480	sf	
Workroom/Storage	400	sf	
Toilets 4 @ 65 sq. ft.	260	sf	
Equipment Storage	100	sf	
Kinder Shade Structure	1,200	sf	
6th-8th Science & Electives	-		3,800
Science/Flex lab 3 @ 1,200 sq. ft.	3,600	sf	
Prep/Workroom	200	sf	
Special Education	-		2,435
Special Ed Classroom	1,920	sf	
Independent Living Skills	320	sf	
Laundry/Storage Room	100	sf	
Toilet/Changing Room	95	sf	
Administration	-		4,915
Lobby/Public Waiting	400	sf	
Reception/Clerical	150	sf	
Principal's Office	200	sf	
Asst. Principal's Office	300	sf	
Administrative Assistant	75	sf	
Conference Room	250	sf	
Work/Main Copy Room	250	sf	
Health Office	100	sf	
Nurse/Health Clerk	75	sf	
Toilet	65	sf	
Staff Workroom/Lounge	600	sf	
Kitchenette/Vending	150	sf	
Staff Toilets	390	sf	
Parent/Conf. - Multi Purpose/Workroom	300	sf	
Parent/Conf. - Storage Room	100	sf	
Counselor's Office	150	sf	
Speech Office	250	sf	
Psychologist Office	150	sf	
SDC	960	sf	

<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
Media Center			2,700
Control Desk	100	sf	
Work/Processing Room	200	sf	
Storage Room	100	sf	
Reading Room	900	sf	
Story Telling	400	sf	
Stacks	400	sf	
Surplus Texbook Storage	200	sf	
Small Breakout Room	250	sf	
Tech Work/Storage Room/MDF	150	sf	
Multi-Purpose Room	-		6,375
Multi-Purpose Room	4,400	sf	
Chair Table Storage	300	sf	
Control Room	75	sf	
Music Platform	1,400	sf	
Instrument Storage	200	sf	
Physical Education	-		800
Changing Rooms	600	sf	
PE Equipment Storage	200	sf	
Food Service	-		4,500
Serving/Prep Kitchen	450	sf	
Walk-in Refg/Freezer	75	sf	
Dry Storage	75	sf	
Locker Alcove	50	sf	
Office/Work Station	75	sf	
Toilet/Changing	75	sf	
Lunch Shelter	3,600	sf	
Custodial Services	100	sf	
Restrooms	2,800	sf	2,800
Sitework			357,000
Parking Lot/Circulation	90,000	sf	
Walkways on Campus	12,000	sf	
Utilities	1	ls	
Play Courts	60,000	sf	
Play Fields (4 acres)	175,000	sf	
Landscaping	20,000	sf	
Total Quantity	419,125	sf	419,125
	Total Hard Costs		\$19,983,250
	Total Soft Costs		\$8,564,250
	Total Contingency		\$2,854,750
TOTAL BUDGET			31,402,250

II. MASTER BUDGET, TIMELINE, & SCHEDULE

SUMMARY BUDGET:

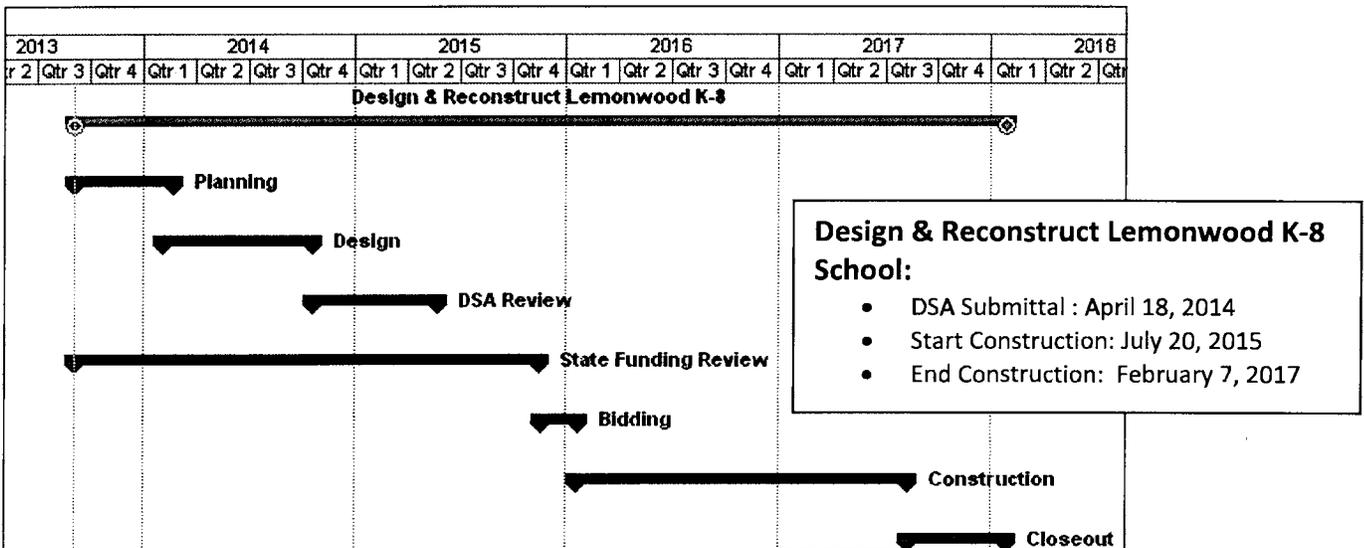
The budget below is all inclusive of both construction costs, and soft costs to implement the project including design fees, contractor's fee, consulting services, testing & inspection services, agency approval fees, etc.

Lemonwood School K-8

Project	Year	Budget
Design & Reconstruct Lemonwood K-8	2014/16	
Demolition		\$1,155,000
Sitework		\$8,209,143
Classrooms		\$9,888,686
Kindergarten		\$2,035,314
6th-8th Science & Electives		\$1,463,000
Special Education		\$880,079
Administration		\$1,776,421
Media Center		\$975,857
Multi-Purpose Room		\$2,504,464
Physical Education		\$314,286
Food Service		\$990,000
Restrooms		<u>\$1,210,000</u>
		\$31,402,250
Est. Total		\$31,402,250

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.



III. METHOD OF SELECTION

BACKGROUND:

In 2012, Oxnard School District issued a Request for Qualifications for architectural services for the Measure R construction projects. In October of 2012, three firms were selected and approved by the District's Board of Trustees. All three firms have been prequalified. Each construction project that is funded by Measure R will be assigned an architect from the pool. The approved Architectural Selection Process is prescriptive in nature to ensure that each individual proposal is evaluated to a common standard and approval criteria.

RE-USE OF PLANS:

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed & constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Lemonwood site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Lemonwood elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 3. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations should contact Jeff Threet, Sr. Program Manager, at (510) 596-8170 to request a site visit. CFW will organize a single tour of the Lemonwood site for all interested teams. Please do not visit any school site without coordinating with CFW.

Once the proposal deadline has passed, CFW will begin arranging interviews with all participating firms. All participating firms will be interviewed. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed "re-use" design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted.

SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project 3 selection package sent to prequalified firms: April 5
- Participating teams notify CFW of their intent to provide a proposal: April 9
- Participating teams submit final proposals: April 29, no later than 4:00pm
- Project Review Committee to interview each design team, including attendance at Architect designated site tours of completed campuses proposed for “re-use”: May 2-3
- Conduct site visits: May 7-9
- Final selection to be announced to winning firm: May 10
- Executed Contract returned: May 14
- Board action on recommendations: May 15 (Regular Board meeting)
- Notice of Award issued and commencement of architectural services: May 20

SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed “re-use” project, and the firm’s unique qualifications to pursue the Lemonwood project. In addition, the proposal should include, but not be limited to the following items:

1. Brief summary of similar projects completed by your firm within the last five years that closely match the proposed Project 3 program as referenced in the Project Description.
2. Detailed summary of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for Project 3. Project summaries should include:
 - a. Detailed construction cost & schedule information relating to each of the projects identified in item 2 above.
 - b. Narrative of “lessons learned” from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project.
 - c. Design firms must schedule a site visit with program manager and District to review a completed site(s) as identified in item 2 above.
 - d. Design firms should be prepared to present & review complete DSA approved plan sets for projects identified in item #2 above.

- e. Discuss the complexities of “re-use” and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.
3. Discuss the challenges of designing a new campus on an existing site, with construction creating a minimal impact on the existing operational school facilities
4. Discuss ways in which the “re-use” strategy can help to meet or accelerate the proposed timelines of the proposed project.
5. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.
6. Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
7. Provide brief summary of community oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

Limit response to no more than 10 double-sided 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the “re-use” proposals for Project 3 (maximum of 4 pages of drawings per proposed “re-use” project site). Submit in .pdf format via email to Jeff Threet at jeff.threet@cfwinc.com by no later than 4:00pm PDT, Monday April 29, 2013.

The Project is Amended As Follows:

Background

The proposed "re-use" design contains component buildings from three separate sites, including a 2-story classroom building from the Alta California site in Panorama City, a multi-purpose room/gymnasium ("MPR/Gym") from Torch Middle School in the City of Industry, and an administration building from Orchard Hills K8 School in Irvine, CA. When the three separate buildings are compiled into a single site, the overall proposal contains superfluous spaces which have been acknowledged by MVEI to be in excess of the educational specifications clearly communicated in the original selection package. It is the mutual understanding of the District and MVEI that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of MVEI and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

Summary of Amendment

Pursuant to this mutual understanding, the Project is hereby amended as follows:

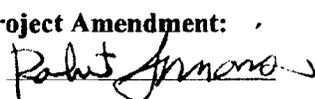
1. **Education Specifications Amendment** – The Education Specifications shall be amended to replace the Multi-Purpose Room with the proposed Torch Middle School hybrid Multi-Purpose Room/Gymnasium building proposed by MVEI. Amended Educational Specifications shall include at minimum all necessary MPR support spaces as indicated in the original specifications including multi-purpose room, chair/table storage, control room, music platform, and instrument storage, as well as additional spaces to accommodate the proposed gymnasium square footage and support areas required for a functional MPR/Gym.
2. **MPR/Gym** – Proposed MPR/Gym facility design shall be revised in accordance with District direction for pick-up/waiting area, lunch shelter orientation, P.E. changing facilities, and other support spaces and programming requirements in accordance with the Educational Specifications
3. **Administration Building** – Proposed admin building shall be revised including removal of redundant library, and other changes required for compliance with Educational Specifications.
4. **Classroom Building** – Proposed 2-story classroom building shall be revised to eliminate redundant library, and provide required classroom spaces per Educational Specifications including science labs, flex labs, SDC classrooms, and associated support spaces.
5. **Site Adaption, District Requests, and District Standards** – Proposed re-use project shall be revised as necessary to accommodate all necessary site adaption changes, including site utility coordination, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve an DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards, and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.
6. **Architectural Theme** – Proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Lemonwood community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

Amended Budget

As mutually agreed to by District and MVEI, the Project amendment as described above shall be constructed within the original stated Project Budget of \$31,402,250.00, with Construction Budget increased to \$22,000,000.00 to accommodate additional square footage and gymnasium facilities.

Acceptance of Project Amendment:

Accepted by MVEI



Accepted by District



The Project is Amended As Follows:

Background

The proposed “re-use” design contains component buildings from three separate sites, including a 2-story classroom building from the Alta California site in Panorama City, a multi-purpose room/gymnasium (“MPR/Gym”) from Torch Middle School in the City of Industry, and an administration building from Orchard Hills K8 School in Irvine, CA. When the three separate buildings are compiled into a single site, the overall proposal contains superfluous spaces which have been acknowledged by MVEI to be in excess of the educational specifications clearly communicated in the original selection package. It is the mutual understanding of the District and MVEI that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of MVEI and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

Summary of Amendment

Pursuant to this mutual understanding, the Project is hereby amended as follows:

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5. **Site Adaption, District Requests, and District Standards** – Proposed re-use project shall be revised as necessary to accommodate all necessary site adaption changes, including site utility coordination, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve an DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards, and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.
6. **Architectural Theme** – Proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Lemonwood community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

Amended Budget

As mutually agreed to by District and MVEI, the Project amendment as described above shall be constructed within the original stated Project Budget of \$31,402,250.00, with Construction Budget increased to \$22,000,000.00 to accommodate additional square footage and gymnasium facilities.

Acceptance of Project Amendment:

Accepted by MVEI  Accepted by District _____

EXHIBIT "B"

BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Contractor.

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project.
- (2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.
- (3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.

- (4) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with the Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's Consultants, and District staff.
 - (i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.
 - (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with the Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if requested by the District.
- (3) Conduct architectural program meeting with the District selected Project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable Construction Cost for the Project and reconcile the estimate with the Construction Manager and the Contractor; estimates are to be based on the developed functional Architectural programs as approved by the District.
- (6) Estimates prepared by Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and the Program Manager.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All Construction Cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

- (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
- (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the Contractor's overhead and profit, and general conditions (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
- (vi) Mechanical, electrical, civil, landscaping and estimating Architect's Consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
 - (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

- (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
 - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.
- (5) Estimates:
 - (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.
 - (ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
 - (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
 - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

- (i) Scaled, dimensioned floor plans with final room locations including all openings.
- (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- (iii) Identification and coordination of all furniture, fixtures, and equipment required for a complete Project.
- (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
- (v) Preliminary development of details and large scale blow-ups.
- (vi) Legend showing all symbols used on drawings.
- (vii) Floor plans identifying all fixed and major movable equipment and furniture.
- (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels

- (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:
- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping

(d) Temperature control zoning.

(ii) Major mechanical equipment should be scheduled indicating size and capacity.

(iii) Ductwork and piping should be substantially located and sized.

(iv) Devices in ceiling should be located.

(v) Legend showing all symbols used on drawings.

(vi) More developed outline specifications indicating quality level and manufacture.

(4) Electrical:

(i) Calculate overall approximate electrical loads.

(iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.

(iv) Show system(s) selected on drawings as follows:

(a) Single line drawing(s) showing major distribution system.

(b) Location and preliminary sizing of all major electrical systems and components including:

(1) Load centers

(2) Main panels

(3) Switch gear

(v) Identify and define the scope of the technology backbone system.

(vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).

(vii) All major electrical equipment should be scheduled indicating size and capacity.

(viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.

(ix) Legend showing all symbols used on drawings.

(x) More developed outline specifications indicating quality level and manufacture.

- (xi) Identify and coordinate the Project with the District's IT systems and infrastructure.
- (5) Civil:
- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
 - (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

- (7) District to provide the general conditions and the supplementary conditions for the contract with the Contractor.

(8) Estimate:

Design Development Estimate: This estimate of the Construction Cost shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of Services of the Architects unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the Construction Documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the Construction Documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare Construction Documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents ("C/D") 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.
 - (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

- (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
 - (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
 - (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.
- (vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. Also provide an estimate sorted by District's bid packages.
- (viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.
- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.
- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.

(ii) Structural:
Completed structural floor plans and sections with detailing well advanced.

(iii) Mechanical:
(a) Mechanical load calculations complete and all piping and ductwork sized.
(b) Large scale mechanical details should be substantially complete.
(c) Mechanical schedule for equipment substantially complete.

(iv) Electrical:
(a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
(b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
(c) All electrical equipment schedules should be virtually complete.
(d) Special system components should be located on plans.

(v) Civil:
All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.

(vi) Landscape:
All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.

(4) Construction Documents - Substantial Completion Stage:

(i) Architectural:
(a) Completed site plan.
(b) Completed floor plans, elevations and sections.
(c) Architectural details and large blow-ups completed.

- (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
- (iii) Mechanical:
- (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
- (iv) Electrical:
- (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - (c) All electrical equipment schedules completed.
 - (d) Special system components plans completed.
 - (e) Electrical load calculations completed.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
- Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.

(vii) Specifications:

- (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

- (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Phase or changes that are required by Section 4.2.16.1 of the Agreement.
- (ii) The Construction Documents delivered to the District upon completion by Architect shall include, but not limited to, the following:
 - (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.
- (7) Construction Documents:
- (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:
- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
 - (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid

documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Contractor.
- (2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an Additional Service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.
- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the Contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Construction Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the Contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, Contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Services.
- (3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF SERVICES

The Architect is not responsible for providing, as part of the Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.

- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "C"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

- (e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)

- (f) Design Checklist - 2 copies

- (g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "D"

INVOICE APPROVAL FORM

DATE:

Project No. 3: Lemonwood Reconstruction

Architect of Record: MVE Institutional, Inc.

MVE Institutional, Inc. ("MVEI") has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc., and Executive Director of Facilities, Jorge Gutierrez.

By signing below, a representative of MVEI, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date and is an accurate representation of the percent work completed for the phase identified in the invoice.

MVE Institutional, Inc.

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Jorge Gutierrez
Executive Director, Oxnard School District

Lisa Franz
Director of Purchasing, Oxnard School District

CONSULTANT/VENDOR PROGRESS BILLING FORM

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

PROJECT: **PROJECT #3 - Lemonwood Reconstruction**
 DSA #: _____
 PROJECT TYPE: **New Construction/Reconstruction**
 DATE:
 INVOICE #:
 PERIOD COVERED:
 PO #:

SUBCONTRACTOR: **MVE Institutional, Inc.**
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	6210	Base Contract - fee	Architectural Services	\$1,698,312.00	0%	\$0.00	0		\$0.00
2	6210-R	Base Contract - Re-imbursables	Architectural Services	\$37,966.00	0%	\$0.00	0		\$0.00
		SUBTOTALS		\$1,937,278.00	\$0.00	\$0.00	\$0.00	#VALUE!	\$0.00

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	\$0.00
TOTAL DUE THIS INVOICE	\$0.00

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

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

Subsequent Billings

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

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

EXHIBIT "E"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

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: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 9/19/18

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 _____ 2nd Reading _____

Approval of Amendment #001 to Agreement #17-49 with IBI Group to provide additional Architectural Services for the Rose Avenue School Reconstruction Project (Penanhoat/Fateh/CFW)

At the August 23, 2017 Board meeting, the Board of Trustees approved Agreement #17-49 authorizing an architectural services contract between IBI Group and the District for the Rose Avenue School Reconstruction Project.

The attached proposal received from IBI Group dated August 13, 2018 is presented to the District for the additional costs associated with design revisions, and the administrative fees for Construction Documents package revision to accommodate the phasing required by the funding, Structural Engineering Design Services, MEP Engineering Design Services, Civil Engineering Design Services, and Landscape Architectural Design Services.

FISCAL IMPACT:

One Hundred Forty Thousand Four Hundred Seventy Dollars and Zero Cents (\$140,470.00) 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, Inc., that the Board of Trustees approve Amendment #001 to Agreement 17-49 with IBI Group for additional Architectural Services for the Rose Avenue School Reconstruction Project.

ADDITIONAL MATERIAL(S):

Attached:

- Amendment #001 (3 Pages)
- IBI Group Proposal, dated August 13, 2018 (4 Pages)
- Architectural Services Agreement #17-49 IBI Group (118 Pages)

**Amendment No. 001 to Architect
Services Agreement #17-49**

The Architect Services Agreement (“Agreement”) #17-49 entered into on August 23, 2017, by and between the Oxnard School District (“District”) and IBI Group (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 001 to the Architectural Services Agreement (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for the Rose Avenue Reconstruction Project (“Project”) of the District’s Facilities Implementation Plan.

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

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

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the Rose Avenue School campus;

WHEREAS, upon consideration of the proposed additional Design Services including Architectural, Structural Engineering, MEP Engineering, Civil Engineering, and Landscape Architectural, the timing of those modifications, the District requires amending the scope of work of IBI Group to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

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

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

AMENDMENT

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

The definition of the Project is expanded to include the additional design services including Architectural, Structural Engineering, MEP Engineering, Civil Engineering, and Landscape Architectural. The proposed amendment contemplates all design work related to the design and engineering of the work, the preparation of a Construction Change Directive (“CCD”) and the work associated with any and all permitting, licensing, and agency approvals, including stamp-approval from DSA, and upon completion

of the construction project, all work associated with certified close-out of Project.

The Parties agree to add the following language to SECTION 4.1 of the Agreement:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Exhibit F hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit F shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.2.3 Additional Compensation for Rose Avenue School Reconstruction Project revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "F" thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

- A. One Hundred Forty Thousand Four Hundred Seventy Dollars and Zero Cents (\$140,470.00) for the adjusting of the scope of the Rose Avenue School Reconstruction project and incorporating the additional scope including: Construction Documents package revision as well as the construction phasing required by the funding. This amendment also includes additional design services including Architectural Design Services, Structural Engineering Design Services, MEP Engineering Design Services, Civil Engineering Design Services, and Landscape Architectural Design Services.**

The combined sum for the additional services total:

**One Hundred Forty Thousand Four Hundred Seventy Dollars and Zero Cents
(\$140,470.00)**

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on August 23, 2017 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date:

IBI GROUP:

By: _____
Craig Atkinson, Principal Architect

Date:



August 13, 2018

Scott Burkett, Sr. VP
Caldwell Flores Winters, Inc.
815 Colorado Blvd, Suite 201
Los Angeles, CA 90041

***Proposal for Added Scope / Additional Services:
Rose Avenue Elementary School, Hardship Funding Phasing***

Dear Scott:

As mandated and approved by the Oxnard School District at its Board Meeting on June 20, 2018, the Rose Avenue Elementary School will be funded using a combination of hardship funds from the Office of Public School Construction (OPSC) and local bonds funds available to the District. The OPSC requires a 6-month moratorium between the DSA-certification of the hardship-funded project and the start of the bond-funded project. To comply with this funding model the Two-Story Classroom Building (and potentially the Media Center) will be constructed with hardship funds and must therefore be constructed separately from the Administration and Multipurpose Buildings, To comply with these new Contract Document requirements and extended Construction phases, IBI Group is requesting the approval of additional services and fees to proceed. Per Article 4 of the master Agreement with OSD, dated August 24, 2017.

Added scope is identified below:

SCOPE OF WORK:

Architectural Design Services

1. Construction Documents Phase

The current 90% Construction Documents package will need to be revised to accommodate the phasing required by the funding:

The design of the project will need to be modified to relocate the MDF and electrical room in the Admin Building (A) to the Classroom Building (C). The site must be re-designed to accommodate a continuous and accessible path of travel between the existing and new buildings. Changes to the site utilities will further need to be coordinated among the following disciplines.

2. Construction Phase

The project will be broken into 2 Construction phases with a 6-month moratorium in between. Current estimates place Phase 1 (A1 and A2/Increment 1) at 12 months and Phase 2 (A2/Increment 2) at 8 months. Per Article 4.3.2.5 of the Master Agreement, dated August 24, 2017, construction phase services performed over 90 days (3 months) after the original completion date qualify as additional services. The current revised construction schedule reflects a 6-month extension. IBI requests additional compensation for 3 months of Construction Phase Services, representing the balance of additional time beyond the 90-day limit.

Structural Engineering Design Services

- Coordination with other disciplines for calculation organization which support their designs (i.e. electrical, mechanical, site plans).

- Construction Administration for multiple phases with time delay between limiting the number of shared site visits and meetings for Structural Observation during the construction of the Campus. Assume this effort will add approximately five (5) additional planned trips for the project.

MEP Engineering Design Services

- Construction Documents Phase
 - Design revisions required to relocate the MDF and electrical room in the Admin Building (A) to the Classroom Building (C) and the development of a phasing plan for the major low voltage systems like Fire Alarm and Data Technology. Design modifications required to develop a phased construction plan for the electrical site utilities and coordinate the modifications and phasing with the related disciplines.
- Construction Administration Phase
 - Extended construction phase services related to the phased construction.

Civil Engineering Design Services

- Construction Phase:
 - Extension of Construction Administration Support

Landscape Architectural Design Services

- Construction Phase
 - Includes additional two (2) landscape-related site construction observations, submittal reviews, and RFI responses.

Scope Exclusions

- Work not specifically identified above.
- Structural redesign of the buildings as a result of the review of the Geotechnical Report by CGS.
- Redesign of the buildings to accommodate phasing issues as determined by additional workshops with the Lease-Leaseback Contractor.
- Cost estimating services required to alter the 90% Construction Document estimate to accommodate the hardship phasing.

Project Schedule: The project will be completed expeditiously in accordance with the Standard of Care of our industry for similar projects per the attached schedule. IBI Group will start the submittal process with DSA without showing the phasing and attempt to provide information on the drawings that will facilitate the phasing of the project required by the Hardship Funding. Revisions to the drawings may occur either during the DSA review process or during construction as Construction Change Directives (CCDs). The development of CCDs during construction may incur additional fees as each of the elements will be reviewed separately.

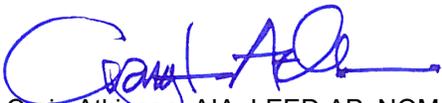
Compensation: We propose to provide the above referenced services for the following fixed fee of **\$140,470** (One Hundred Forty Thousand Four Hundred Seventy Dollars).

Invoices shall be submitted monthly based on percentage completed of the authorized phases.

Thank you for reviewing this proposal, we look forward to the opportunity to continue to provide services for the revised project. Please call if you have any questions or comments.

This fee is inclusive of all reimbursable expenses. Please contact me if you have any questions.

Sincerely,
IBI GROUP



Craig Atkinson, AIA, LEED AP, NOMA
Principal Architect/Associate Director



Mark French, AIA, ALEP, RID, LEED AP BD+C
Senior Principal/Associate Director



8 28 2018

Acceptance

Date

Scott Burkett, Senior VP
Caldwell, Flores Winters, Inc.

Attachments:
Preliminary Project Schedule

OSD AGREEMENT #17-49

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

IBI Group

AND

OXNARD SCHOOL DISTRICT

August 24, 2017

FOR

Reconstruction of Rose Avenue K-5 School

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services ("**Agreement**") is entered into on this **24th** day of **August, 2017** by and between **IBI Group**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the "**Architect**"), with a business address at **4119 Broad Street, Suite 210, San Luis Obispo, CA 93401** and the Oxnard School District, a California public school district ("**District**"), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **August 24, 2017**. District and Architect are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

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

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

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

AGREEMENT

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

SECTION 1 GENERAL PROVISIONS

1.1 DEFINITIONS. When used in this Agreement, the following terms shall have the meanings set forth below:

1.1.1 "Addendum" shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

1.1.2 "Additional Services" shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

1.1.3 "Agreement" shall mean this document and all its identified exhibits, attachments and amendments.

1.1.4 **“Architect”** shall mean the architectural firm listed in the first paragraph of this Agreement.

1.1.5 **“Architect Consultant”** shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.

1.1.6 **“Architect’s Supplemental Instruction”** or **“ASI”** shall mean a small set of drawings which better explains the intent of the design of a building or structure

1.1.7 **“As-Built Documents”** shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

1.1.8 **“As-Built Drawings”** shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

1.1.9 **“Basic Fee”** shall mean the compensation provided to the Architect for providing Basic Services.

1.1.10 **“Basic Services”** shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

1.1.11 **“Bid”** shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

1.1.12 **“Bid Set”** shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

1.1.13 **“Bidder”** shall mean the person or entity submitting a Bid.

1.1.14 **“BIM”** or **“Building Information Modeling”** shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

1.1.15 **“CDE”** shall mean the California Department of Education.

1.1.16 **“Change Order”** or **“CO”** shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

1.1.17 “Change Order Request” or “COR” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

1.1.18 “CHPS” shall mean Collaborative for High Performance Schools.

1.1.19 “Construction Budget” shall mean the Construction Cost established by the District representative, as amended by the District in its sole discretion.

1.1.20 “Construction Cost” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

1.1.21 “Construction Documents” shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

1.1.22 “Construction Manager” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

1.1.23 “Construction Document Phase” shall have the meaning set forth in Exhibit B.

1.1.24 “Construction Phase(s)” shall mean individual construction contract packages that are bid separately.

1.1.25 “Constructability Review” shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

1.1.26 “Contractor” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

1.1.27 “Contractor Payment Application” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

1.1.28 “Design Bid Build” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

1.1.29 “Design Development Phase” shall have the meaning set forth in Exhibit B.

- 1.1.30 **“District”** shall mean the Oxnard School District.
- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.
- 1.1.32 **“District’s Representative”** shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.

1.1.45 **“Phase”** when used without the word **“Construction”** shall mean the various phases of architectural work described in this Agreement.

1.1.46 **“Potential Change Order”** or **“PCO”** shall mean is a written document before it has been approved and effected by the contractor and owner.

1.1.47 **“Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

1.1.48 **“Project”** shall mean the project described hereinafter in Section 3.

1.1.49 **“Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

1.1.50 **“Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.

1.1.51 **“Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

1.1.52 **“Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

1.1.53 **“Prolog”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

1.1.54 **“Request for Information”** or **“RFI”** shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

1.1.55 **“SAB”** shall mean the State Allocation Board of the State of California.

1.1.56 **“Schematic Design Phase”** shall have the meaning set forth in Exhibit B.

1.1.57 **“Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

1.1.58 **“SWPPP”** shall mean Storm Water Prevention and Pollution Plan.

1.1.59 **“Time Impact Analysis”** or **“TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2 EMPLOYMENT OF ARCHITECT

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES. The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3 THE PROJECT

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

SECTION 4 SERVICES

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit C**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 Cooperation with District and Other Consultants. The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

4.2.5 Project Management Software. The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit C** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.8 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

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

4.2.9 Independent Cost Estimates. The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

4.2.10 Inspection of Records; Familiarity with Site and Project. The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.11 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.12 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.13 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and

equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.14 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals** and permits.

4.2.15 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.15.1 Changes Required to Meet Construction Budget. If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits C & D.**

4.3 ADDITIONAL SERVICES

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

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

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

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

the result of negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 90 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

SECTION 5

ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**One Million Five Hundred Ninety-Eight Thousand and Ninety Dollars and No Cents
(\$1,598,090.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibits C & D**, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases	
1	Project Initiation Phase 2.0%
2	Development of Architectural Program 2.0%
3	Schematic Design Phase 10.0%
4	Design Development Phase 17.0%
5	Construction Documents Phase 40.0%
6	Bidding Phase 2.5%
7	Construction Phase 20.0%
8	Project Close Out Phase 6.5%
Total Basic Fee 100.0%	

5.1.1.1 Invoices. Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit C**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the

extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee.:

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

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit C**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR THE ROSE ELEMENTARY SCHOOL RECONSTRUCTION PROJECT**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly,

but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

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

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within 110% of the approved Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 Failure to Cooperate with DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

6.2.8 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 Disregard of District Authority or Direction. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit C** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit C** during each

Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9 **PROJECT SCHEDULE**

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10 **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and

any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION. INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents.

11.1.2 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for

attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.1.3 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

11.2.1.2 Automobile Liability Insurance Minimum of \$1,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance, if applicable, shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect’s insurance and shall not contribute with it.

11.2.4.2 With respect to the Commercial General Liability policy and Professional Liability policy the insurers shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

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

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12 **RESOLUTION OF CLAIMS.** Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the "**Claims Resolution Process**" set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a "**Claim**" shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 **RESOLUTION OF OTHER DISPUTES.** Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.3 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of

Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13

NOTICES

13 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Oxnard School District
Attn: Cesar Morales - Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

IBI Group
Attn: Craig Atkinson - Principal Architect
315 W. 9th Street, Suite 600
Los Angeles, CA 90015

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, non-discriminations laws (including federal and state laws), and any and other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall

at all times require the Architect Consultants to fully comply with such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15
MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

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

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

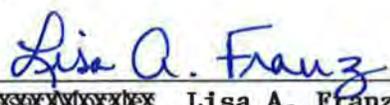
15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: 
Craig Atkinson
Title: Principal Architect
Date: 8/24/2017

District

By: 
~~XXXXXXXXXXXX~~ Lisa A. Franz
Title: ~~XXXXXXXXXXXX~~ Director, Purchasing
Date: 9-7-17

Architect

By: 
David Chow
Title: Western Regional Director
Date: 8/24/2017

EXHIBIT "A"

PROJECT



*Planning and Financing Better
Schools for California Students*

Date: April 14, 2017

To: William Tuculet
IBI Group Inc.
4115 Broad St. Suite B6
San Luis Obispo, CA 93401

From: Jeremy Cogan, Assistant Vice President
CFW, Inc.

Subject: **Architect Selection Package for Rose Avenue K-5 Reconstruction Project and New Seabridge K-5 School**

Dear Mr. Tuculet,

The Board of Trustees of the Oxnard School District adopted a Master Construct and Implementation Program on January 18, 2017, including a proposed project plan for the **Reconstruction of Rose Avenue K-5 School** and the **Construction of a New Seabridge K-5 School**. The Board has approved the budget and schedule for the projects and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work for each project to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architecture Services for these projects.

The Rose K-5 project consists of a complete reconstruction of the existing Rose campus with an entirely new set of facilities, built according to modern State code, District specifications, 21st century educational program requirements, and to a 750-student capacity. The Seabridge project includes a new school designed as a 630-student K-5 school by State loading standards along with a joint use project with the City of Oxnard to construct park space immediately adjacent to the school area. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for the projects. Minimizing re-design efforts required for code compliance, and other regulatory requirements, is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

New facilities for the projects include two-story classroom buildings, libraries, administration spaces, multipurpose rooms, playfields, hard courts, and support spaces. For the Rose site, the new school would be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

At the Seabridge site, the new school facilities, parking and drop off would be constructed along the western portion of the site neighboring Tradewinds Drive allowing the opportunity for a joint use park on the eastern portion along Seabridge Lane.

At this time, we anticipate that the design phase for the Rose project to commence in June 2017 and be submitted to the Division of the State Architect (DSA) in November 2017. For the Seabridge project, design efforts anticipated to commence in August 2017 and be submitted to DSA by January 2018, with construction anticipated to commence by November 2018 and be substantially complete by April 2020. Due to anticipated funding availability at Rose, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

The budgets for both projects were approved by the Board upon adoption in January 2017 of the Master Construct and Implementation Program. The approved budget for Rose includes an estimated Guaranteed Maximum Price of \$22,116,673, and a total "all-in" cost of \$30,209,510 in current dollars. The approved budget for Seabridge includes an estimated Guaranteed Maximum Price of \$20,831,163, and a total "all-in" cost of \$28,568,432 in current dollars.

A process for assigning a qualified architectural firm to the projects has been created to ensure the best use of design team talent, and is described herein. Firms may elect to participate in selection processes for either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Specific proposal parameters, requirements, and submittal guidelines are included. Please review the attached Request for Architectural Services and submit your response by **1:00 p.m. PDT on Friday May 12, 2017** in PDF format, via email to: Jeremy Cogan, Assistant Vice President, Caldwell Flores Winters, Inc. at jcogan@cfwinc.com.

If you have any questions, please direct them to Jeremy Cogan, CFW at (323) 202-2550.

Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District
Architect Selection Package
Reconstruction of Rose K-5 School and
Construction of New Seabridge K-5 School

Prepared by:



6425 CHRISTIE AVENUE, SUITE 270
EMERYVILLE, CA 94608
(510) 596-8170

815 COLORADO BLVD, SUITE 201
LOS ANGELES, CA 90041
(323) 202-2550

1901 S. VICTORIA AVENUE, SUITE 106
OXNARD, CA 93035
(805) 263-6544

ARCHITECT SELECTION PACKAGE

I. PROJECT DESCRIPTION: DESIGN & RECONSTRUCT ROSE AVENUE K-5 SCHOOL

ORIENTATION

Rose Avenue Elementary School, located at 220 South Driskill Street, is a 9.3-acre school site and was constructed in 1965. The Rose school site is adjacent to single family homes to the north along Santa Lucia Avenue and La Puerta Avenue to the south. The site is surrounded by residential homes to the north, west, and south and bordered by commercial uses to the east. The school operated a Kindergarten through fifth grade education program during the 2015-2016 school year with 31 permanent classrooms and 3 portable classrooms housing 745 students. All existing facilities on the site are located on the northern half of the property.

PROJECT REQUIREMENTS

The District's 2012 Facilities Master Plan (FMP) assessed Rose Avenue Elementary as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment. The construction of a new media center was also recommended. The total cost per the FMP for Rose's modernization was estimated at \$24.5 million in 2012 dollars. This finding was recognized by the 2016 Master Construct Program, as well as the Master Construct and Implementation Program adopted by the Board in January 2017, which instead directs the construction of a new facility based on the Board's adopted specifications estimated to be \$30.2 million in current dollars estimated during the 2016-17 fiscal year.

The new school will be designed as a 750-student capacity K-5 school by State loading standards, and includes a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The new school will be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. The new facility may be accessed from a new parking and drop-off provided along La Puerta Avenue. Once completed, the older structures are to be demolished and replaced with new playgrounds, hard courts, and play fields.

The District is currently engaged in development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than November 2017. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Due to anticipated funding availability, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully

constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Rose site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Rose elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

Rose is among the oldest schools in the District and is an integral part of the Oxnard community. The design team should be thoroughly familiar with the K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Rose K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

The K-5 Rose School has an educational focus on Science and Wellness. Students participate in project based learning experiences with an emphasis on horticulture, eco-systems, and agriculture while incorporating technology into the study of science. Every student and teacher at the school is currently issued a mobile computing device (e.g. iPad) for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Rose facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Rose community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the “all-in” project cost discussed in the Master Budget.

SITE MAP & CONFIGURATION GUIDELINES

Most of the current campus building mass is situated along the northern half of the site and thus permits construction of new facilities to take place on the southern half. Once the new campus is complete, demolition of the old campus will accommodate playfields on the remaining half of the site. Design teams are encouraged to explore configuration options that provide efficient traffic flow and reduce the impact of building massing on nearby homes.

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and neighboring facilities, and promoting the most efficient use and integration of space.

No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities throughout the District.

EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF ROSE AVENUE K-5 SCHOOL



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications that follow reflect Board approved Educational Specifications and a Board approved 750-student capacity by state loading standards for the Rose project per the Master Construct and Implementation Program. To address this capacity in the proposed design first requires prospective Design teams to recognize the variation in State loading standards under the School Facility Program with regard to each type of pupil grant offered. For example, classrooms loaded with a standard educational program for grades K-5 are assumed to house 25 pupils per room. Separately, SDC (Special Day Classroom) Non-Severe has a State loading standard of 13 pupils per classroom and SDC Severe has a State loading standard of 9 pupils per classroom.

It is the District's intent for the 750-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. During the design process the District will evaluate the full needs of its Special Education Program and, in particular, the severely handicapped component of the Special Education Program will require further evaluation.

The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized for Special Education Program students. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Special

Education Program and as may be funded pursuant to the State's School Facilities Program new construction grants for SDC severe and SDC non-severe uses.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	25	24,000
Kindergarten	1,120	4	4,480
Special Ed/RSP/Speech	960	2	1,920
Teaching Space (Total Sq. Ft.)			30,400
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			450
Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200
TOTAL CLASSROOMS		31	
TOTAL BUILT AREA (SQ. FT.)			49,765

SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is \$22,116,673, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified below include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is \$30,209,510 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including demolition and site work.

Rose Avenue K-5 School Reconstruction		Net Total	Unit	Budget
Teaching Space (27 classrooms and 4 Kindergarten)		30,400	sf	
Teaching Support (RSP, speech, psychologist, flex office)		450	sf	
Kindergarten Support (workroom, toilets, storage)		760	sf	
Administrative Space		3,005	sf	
Library and Resource Center		2,700	sf	
Multipurpose Facility		6,250	sf	
Lunch Shelter		2,800	sf	
Kindergarten Shade Structure		1,200	sf	
Restrooms		2,200	sf	
	Specification Subtotal	49,765	sf	
Building Support & Circulation (18%)		8,958	sf	
Electrical, mechanical, custodial, storage, etc				
Stairways, elevator, covered corridors				
	Building Total	58,723	sf	
Site work, including playfields and parking				
Demolition of existing campus				
General Conditions and Requirements				
Contractor's Bond, CCIP, Risk, and Insurance				
Contractor's Fee and Overhead, Construction Contingency				
	Total Hard Costs / GMP Value	\$22,116,673		
Soft Costs				
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)				
Professional Services (e.g. architect/engineering/other consulting fees)				
Agency fees, Inspection (IOR)				
Environmental, Legal				
Project Contingency				
Other (e.g. preliminary testing, energy analysis, misc.)				
	Total Soft Costs	\$8,092,837		
	"All-in" budget	\$30,209,510		

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.



Design & Reconstruct Rose K-5 School:

- DSA Submittal: November, 2017
- Start Construction: August, 2020
- End Construction: January, 2022

ORIENTATION

The District acquired the Seabridge school site in June 2013 for the construction of a future K-5 school facility and has filed a grant application with the State Office of Public School Construction (OPSC) for reimbursement of site acquisition costs. The site is approximately 8.8 acres and is located on the southside of the 4100 block of Wooley Road. The site is bounded by Wooley Road to the north, mixed-use development on the west, Seabridge Lane on the east, and a boat channel of the Channel Islands Harbor on the south. The District completed a 2010 Initial Study and Mitigated Negative Declaration pursuant to the California Environmental Quality Act (CEQA).

PROJECT REQUIREMENTS

The new school will be designed as a 630-student K-5 school by State loading standards and include a 25-classroom campus with a library, multipurpose room, hard court play areas, and required support spaces. It is also intended operate its play fields adjacent to the school area as a joint use project with the City of Oxnard. Ongoing meetings involving the District and City of Oxnard continue to coordinate aspects of the property development, including the developer's request for a drainage retention basin on the District's property and design requirements of the joint use park. These activities are also being coordinated with the District's legal counsel.

The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than February 2018. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence by November 2018 and work on the new school facilities is expected to be substantially complete by April 2020.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

Architectural firms proposing a re-use should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible. Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Seabridge site as well as meet the unique requirements of the project, site location, Coastal Commission restrictions, and other considerations as may be relevant. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Seabridge elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

The design team should be thoroughly familiar with the District's educational specifications K-5 education and 21st century learning environments. Successful designs for the new school site will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

Students are anticipated to participate in project based learning experiences with every student and teacher at the school utilizing an iPad for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The District's educational program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Seabridge facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the existing architectural style and character of the surrounding Seabridge areas. Surrounding uses include agriculture to the north, mixed-use development to the west, single-family residential waterfront development to the south, and commercial retail to the east.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the "all-in" project cost discussed in the Master Budget.

SITE MAP & CONFIGURATION GUIDELINES

The diagram that follows is for conceptual purposes only and indicates a preliminary approach to usage of the site in compliance with California Coastal Commission requirements as well as anticipated community access to a joint use park space. In addition to the need to recognize access requirements to playfields and the coastline, proposing firms are advised to consider options to promote building placements and configurations that improve the District's ability to secure the site given limitations on site perimeter fencing. Attention will be paid to the architectural firm's strategy and approach for compliance with anticipated California Coastal Commission requirements. The District has completed prior California Environmental Quality Act (CEQA) findings through an Initial Study and Mitigated Negative Declaration report completed for the site in November 2010 and may be found at the following link: [2010 Initial Study and Mitigated Negative Declaration](#). As previously discussed, coordination efforts involving the District and City of Oxnard continue, including a potential drainage retention basin on the District's property and the design requirements for the joint use park.

Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses in the Seabridge community, and promoting the most efficient use and integration of space.

EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF SEABRIDGE



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications on the following page reflect Board approved Educational Specifications and the Board approved 630-student capacity for the Seabridge K-5 project per the Master Construct and Implementation Program and should be addressed in the proposed design. The approved specifications reflect certain anticipated restrictions as to the size and student population of this compact site and are based on State classroom loading standards of 25 students per standard classroom. With a total of 25 classrooms loaded to approximately 25 students each, a state loading of 625 students can be achieved, closely matching the approved specification.

It is the District's intent for the 630-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Education Program (e.g. Special Education) and as may be funded pursuant to the State's School Facilities Program new construction grants.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	20	19,200
Kindergarten	1,120	4	4,480
Special Ed	960	1	960
Teaching Space (Total Sq. Ft.)			24,640

RSP/Speech Room	480	1	480
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			930

Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760

Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700

Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250

Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200

TOTAL CLASSROOMS		25	
TOTAL BUILT AREA (SQ. FT.)			44,485

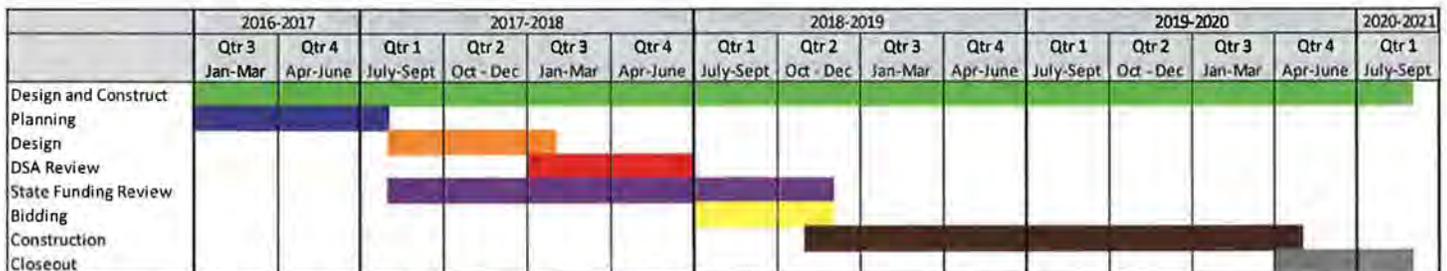
SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is \$20,831,163, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified in the following table include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is \$28,568,432 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including site work.

New Seabridge K-5 Elementary School		Net Total	Unit	Budget
Teaching Space (21 classrooms and 4 Kindergarten)		24,640	sf	
Teaching Support (RSP, speech, psychologist, flex office)		930	sf	
Kindergarten Support (workroom, toilets, storage)		760	sf	
Administrative Space		3,005	sf	
Library and Resource Center		2,700	sf	
Multipurpose Facility		6,250	sf	
Lunch Shelter		2,800	sf	
Kindergarten Shade Structure		1,200	sf	
Restrooms		2,200	sf	
	Specification Subtotal	44,485	sf	
Building Support & Circulation (18%)		8,007	sf	
Electrical, mechanical, custodial, storage, etc				
Stairways, elevator, covered corridors				
	Building Total	52,492	sf	
Site work, including playfields and parking				
General Conditions and Requirements				
Contractor's Bond, CCIP, Risk, and Insurance				
Contractor's Fee and Overhead, Construction Contingency				
	Total Hard Costs / GMP Value	\$20,831,163		
Soft Costs				
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)				
Professional Services (e.g. architect/engineering/other consulting fees)				
Agency fees, Inspection (IOR)				
Environmental, Legal				
Project Contingency				
Other (e.g. preliminary testing, energy analysis, misc.)				
	Total Soft Costs	\$7,737,269		
	"All-in" budget	\$28,568,432		

SUMMARY TIMELINE & SCHEDULE:

The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.



Design & Construct Seabridge K-5 School:

- DSA Submittal: January, 2018
- Start Construction: November, 2018
- End Construction: April, 2020

III. METHOD OF SELECTION

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for both the Rose Avenue K-5 Reconstruction Project and the New Seabridge K-5 School. Firms may elect to submit proposals that are responsive to either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Firms should carefully review the detailed information and submittal requirements contained within this package.

Teams that wish to visit the Rose site to make further observations will be notified of the opportunity for a site visit. CFW will organize a single tour of the Rose site for all interested teams. Please do not visit the Rose site without coordinating with CFW. At this time, a tour of the Seabridge site is not anticipated.

Once the proposal deadline has passed, the District, via its program manager, will begin arranging interviews with firms that have submitted a complete and germane response for one or both of the planned school projects. The design firms should include staff assigned to the project in the interview process. One interview process per firm will be held. For example, should a firm submit a proposal for both projects, one interview with that firm would be held to discuss both projects should the District deem the proposal suitable for interview.

The interview results will be considered along with the proposed design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted with the highest ranked firm(s). Design teams must coordinate in advance a potential site visit at each proposed "re-use" site with the site staff and district facilities department as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

SELECTION SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Rose/Seabridge selection package sent to prequalified firms: **April 14, 2017**
- Participating teams notify CFW of their intent to provide a proposal: **April 17, 2017**
- Potential tour of Rose Site: **Week of April 17, 2017**
- Rose/Seabridge responses due: **May 12, 2017, by 1:00 PM**
- Review of submittals and Rose/Seabridge interviews completed:
(tour may be requested of site(s) proposed for "re-use") **Week of May 15, 2017**
- Recommended selection for Rose/Seabridge announced: **Week of May 22, 2017**
- Board action on recommended Rose firm/execution of contract: **June 21, 2017 or thereafter**
- Board action on recommended Seabridge firm/execution of contract: **August 2, 2017 or thereafter**

The District reserves the right to modify the above schedule at its sole discretion.

SUBMITTAL FORMAT & REQUIREMENTS

General Information: Architects responding to one or both projects are required to provide a single set of responses with regard to General Information about their firm's capabilities, prior experience, and past projects. This information should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project(s) as referenced in the Project Description(s).
2. Provide any recommendations that improve the functionality and effectiveness of the project (s), particularly with regard to delivering the proposed educational program.
3. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the project(s).
4. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.

Site-Specific Information: Architects are required to include a unique and separate response to the following site specific questions for each project they intend to propose for selection by the District. This information should include, but need not be limited to, the following:

1. Detailed review of 2-3 proposed "re-use" projects, indicating whether an entire project, or a combination of several projects are best-suited to be "re-used" for the Rose and/or Seabridge projects. Where a firm is not proposing re-use, recent similar projects may be referenced in-lieu. Project details should include:
 - a. Narrative of "lessons learned" from each of the projects identified. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project;
 - b. Discussion of the complexities of "re-use" or the challenges inherent in creating an untested design and how your firm intends to integrate lessons learned to enhance the quality of the proposed design;
 - c. Confirmation that the design firm has made preliminary arrangements to secure site approval for a visit to review completed project(s) identified, to be toured upon further request by the District and CFW.
2. Discuss the role of the Firm's proposed assigned personnel, the strengths and experience they bring to the Rose and/or Seabridge projects, and their level of participation to be expected on the project(s). If submitting for both projects, please specify staff for each project
3. Provide a line item conceptual cost estimate for the firm's proposed design concepts for the Rose and/or Seabridge projects. Separate cost estimates should be provided for each project. A grand total cost should be provided as a basis for comparison with the "all-in" project budget that integrates hard and soft costs. The estimate should include:
 - a. Your understanding of project details by component, unit, and unit cost in a table format; including a detailed construction cost and schedule analysis. See "Attachment B" – Reconstruction of Rose Avenue K-5 Cost Comparison Sheet and "Attachment C" – New Seabridge K-5 Cost Comparison Sheet
 - b. Adequate notation specifying significant assumptions of the cost estimate(s);
 - c. A separate line item identifying the cost for FF&E the project(s);
 - d. Values in current dollars only—do not escalate your estimates; and

- e. Written comments, if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in a format that maintains compatibility with Microsoft Excel.

Proposal Format

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a single cover letter briefly discussing the firm's conceptual understanding of the project(s) and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project(s) as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components.

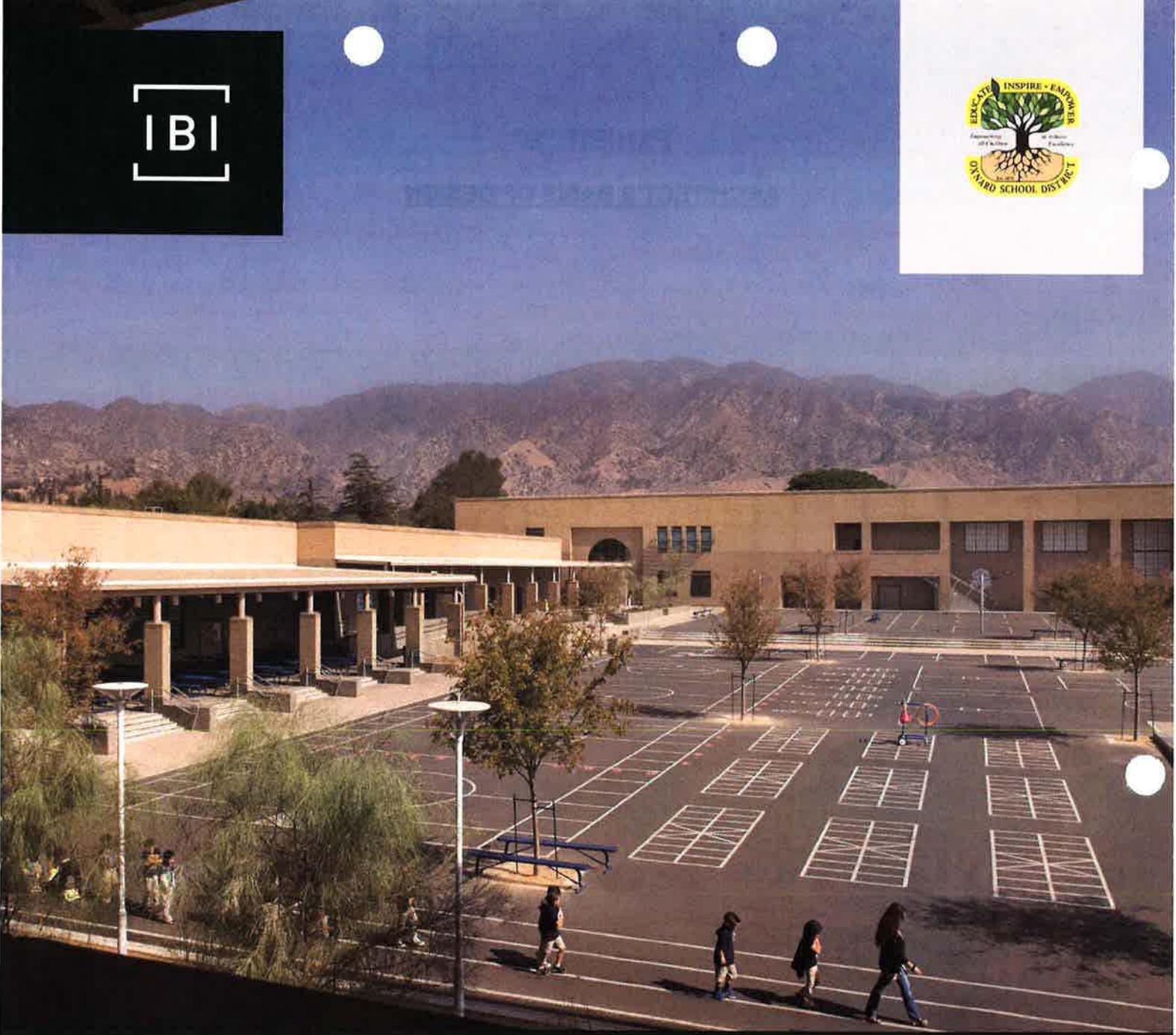
Whether a firm chooses to submit for one or both projects, one integrated proposal submittal is required. Limit response for the General Information requested to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs of past projects. General Information includes the cover letter indicated above. For the Site-Specific Information requested, limit responses for each project proposed to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs to illustrate the design proposals for each project. For Firms submitting proposals for both projects, this amounts to a grand total of thirty (30) single sided 8 ½ x 11 pages and eighteen (18) single sided 11 x 17 pages. The required Attachment B and/or Attachment C does not count within the page limit, nor do pages used primarily for document organization purposes (e.g. front and back cover, divider tabs, table of contents, etc.).

Firms are requested to submit their response within a single file in PDF format (plus Attachment B and/or Attachment C returned in Excel format) via email attachment or a download location provided by email (use of cloud-based services like DropBox or similar service for large file transmittal is acceptable) to Jeremy Cogan at jcogan@cfwinc.com by no later than 1:00 PM PDT, May 12, 2017.

Multiple hard copies of the proposals will be requested and required at the time of interview.

EXHIBIT "B"

ARCHITECT'S BASIS OF DESIGN



Architect Selection Package Reconstruction of Rose K-5 School

Submitted to the Oxnard School District
by IBI Group
May 12, 2017

How do we create learning communities for the greatest thinkers and the most thoughtful people?

By designing a school that would continue to inspire its learners. To provide connections and ways for students to interact with the building and schoolyard and to better understand their impact on the world around them.



View from South Driskill Street

WE ARE FOCUSED ON THE LEARNER

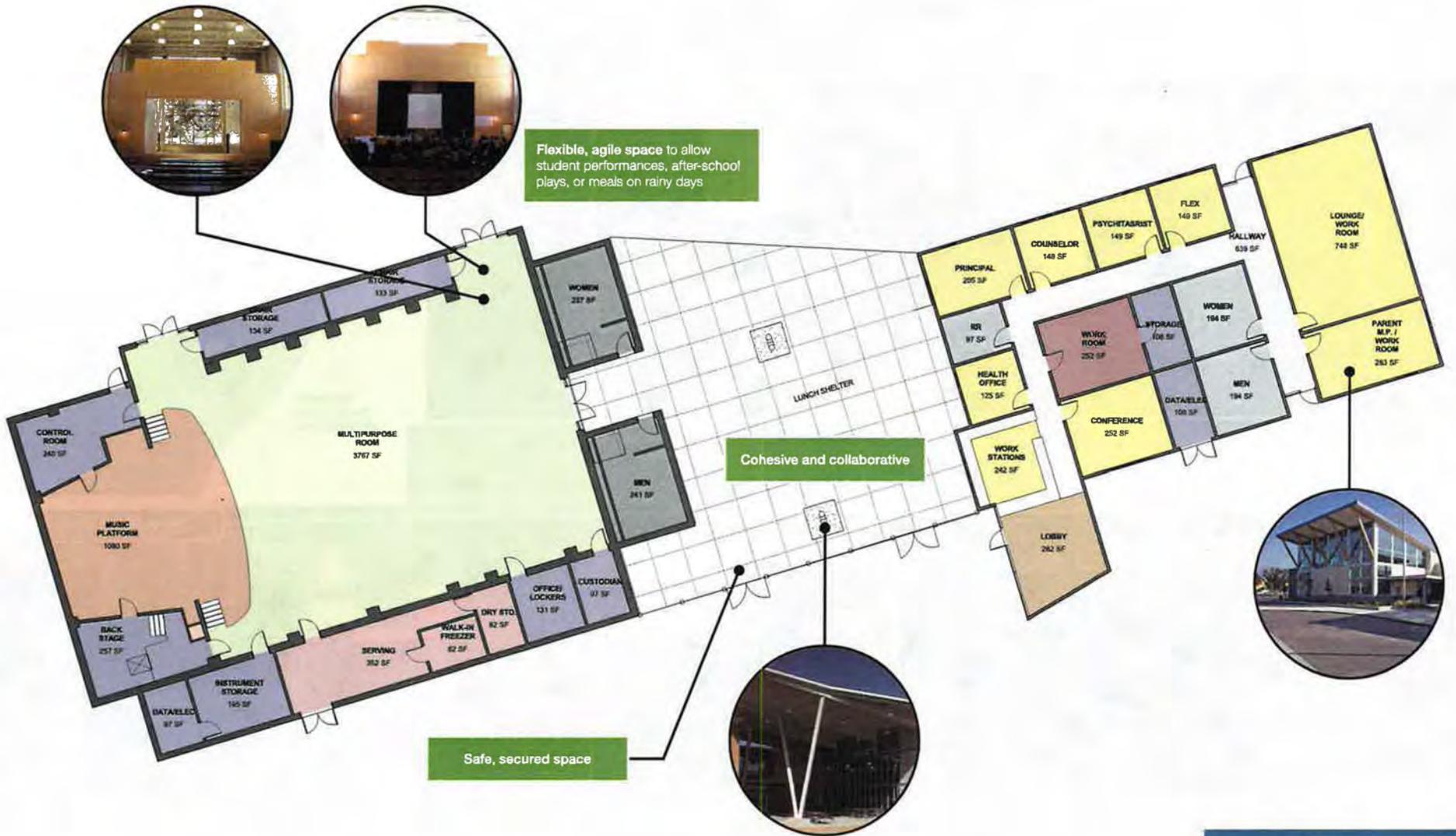
The learner is central to the education process and IBI Group recognizes and honors the shift to individualized learning methods. Our designs and approach reflect this movement, being flexible and adaptable. Individuals are making their own choices in how they learn and our designs encourage opportunities for learning beyond the classroom, as we believe it is a seamless process which extends into the community at large.



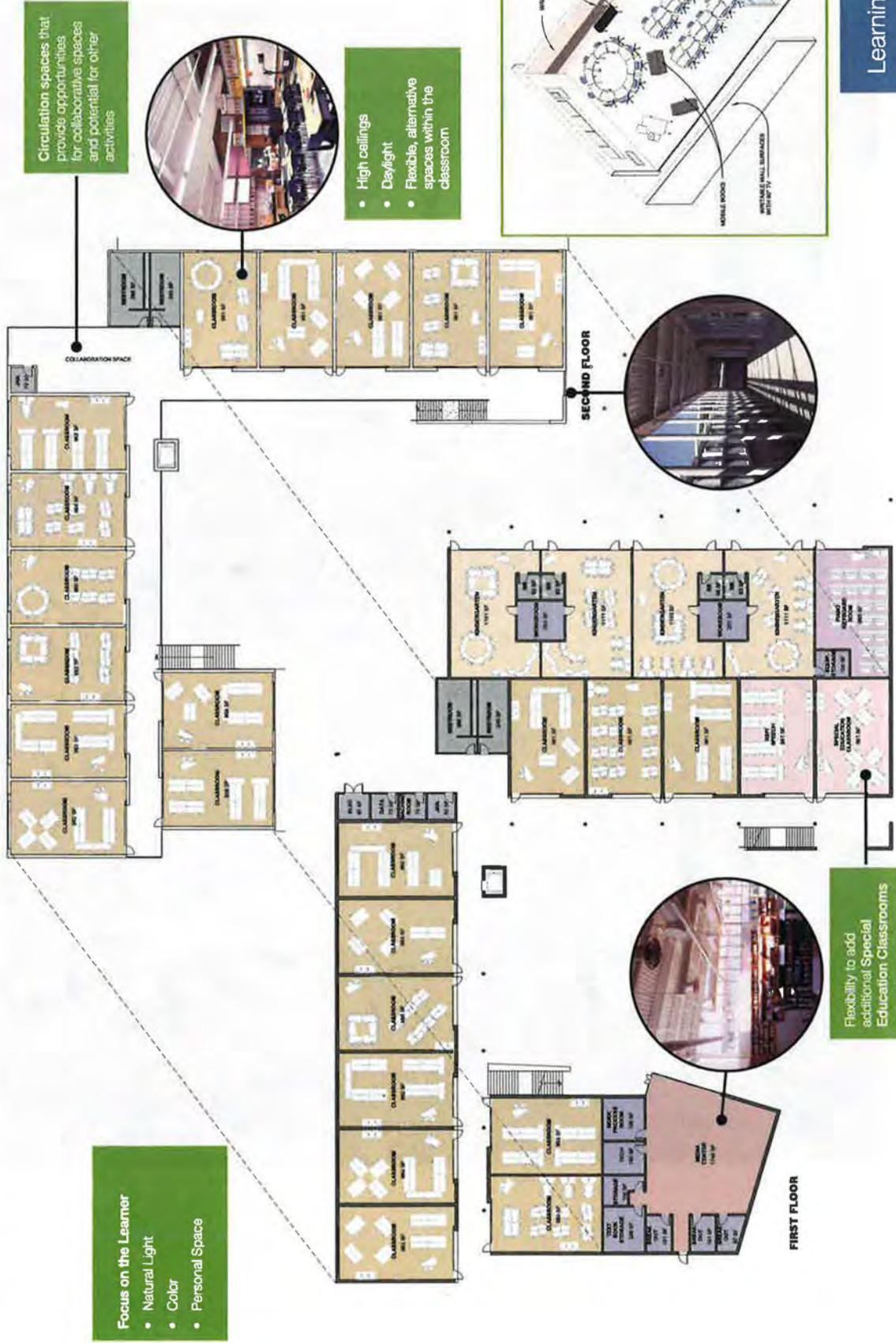
WE CONNECT CURRICULUM AND BUILDING DESIGN

Integrating design with teaching tools... like the alphabets engraved on the floor or playing a game to identify the organisms in the surroundings and then categorizing them per the food web and establishing their relationships in the ecosystem.

Students retain knowledge better when they interact with their curriculum. Our mission is to support this process.



Administrative/
 Multipurpose Building



Focus on the Learner

- Natural Light
- Color
- Personal Space

Circulation spaces that provide opportunities for collaborative spaces and potential for other activities

- High ceilings
- Daylight
- Flexible, alternative spaces within the classroom

Flexibility to add additional Special Education Classrooms

Learning Environments





Defining the cities of tomorrow
www.ibigroup.com

CONTACT US

IBI Group
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San Luis Obispo, CA 93401

tel 805-546-0433
fax 805-546-0504

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**IBI GROUP ARCHITECT SELECTION PACKAGE – RECONSTRUCTION OF ROSE K-5 SCHOOL
OXNARD SCHOOL DIST.**

Rose Avenue K-5 School				Proposed "Re-use of Plans" School					
Design & Reconstruct School to District K-5 Specifications for 750 students									
Description	Quantity	Units	Total	Description (Same format as District Specification)	Quantity	Units	Variance from District Spec.	Actual Total Cost as Built	Est. 2017 Total Cost as Proposed
Teaching Space			30,400	Teaching Space					
Classroom (25)	24,000	sf		Classroom (25)	24033	sf	33		\$ 8,051,055
Kindergarten (4)	4,480	sf		Kindergarten (4)	4426	sf	(54)		\$ 1,482,710
Special Ed/RSP/Speech (2)	1,920	sf		Special Ed/RSP/Speech (2)	1922	sf	2		\$ 643,870
Teaching Support Space			450	Teaching Support Space					
Flex Room	150	sf		Flex Room	149	sf	(1)		\$ 40,975
Counselor Room	150	sf		Counselor Room	149	sf	(1)		\$ 40,975
Psychologist Room	150	sf		Psychologist Room	149	sf	(1)		\$ 40,975
Kindergarten Support Space			760	Kindergarten Support Space					
Workroom/Storage	400	sf		Workroom/Storage	410	sf	10		\$ 82,000
Toilets	260	sf		Toilets	255	sf	(5)		\$ 70,125
Equipment Storage	100	sf		Equipment Storage	100	sf	-		\$ 20,000
Administrative Space			3,005	Administrative Space					
Lobby/Public Waiting	300	sf		Lobby/Public Waiting	282	sf	(18)		\$ 98,700
Reception/Clerical	150	sf		Reception/Clerical	150	sf	-		\$ 52,500
Principal's Office	200	sf		Principal's Office	205	sf	5		\$ 56,375
Administrative Assistant	75	sf		Administrative Assistant	92	sf	17		\$ 25,300
Conference Room	250	sf		Conference Room	252	sf	2		\$ 81,900
Work/Main Copy Room	250	sf		Work/Main Copy Room	252	sf	2		\$ 56,700
Health Office	100	sf		Health Office	125	sf	25		\$ 37,500
Nurse/Health Clerk	75	sf		Nurse/Health Clerk	75	sf	-		\$ 20,625
Health Office Toilet	65	sf		Health Office Toilet	97	sf	32		\$ 48,500
Workroom/Lounge	600	sf		Workroom/Lounge	596	sf	(4)		\$ 194,350
Kitchenette/Vending	150	sf		Kitchenette/Vending	150	sf	-		\$ 52,500
Staff Toilets	390	sf		Staff Toilets	388	sf	(2)		\$ 164,900
Parent/Multi-Purpose/Workroom	300	sf		Parent/Multi-Purpose/Workroom	283	sf	(17)		\$ 99,050
Storage Room	100	sf		Storage Room	108	sf	8		\$ 21,800
Library and Resource Center			2,700	Library and Resource Center					
Circulation Desk	50	sf		Circulation Desk	50	sf	-		\$ 20,000
Work/Processing Room	200	sf		Work/Processing Room	196	sf	(4)		\$ 63,700
Storage Room	100	sf		Storage Room	108	sf	8		\$ 21,800
Reading Room	900	sf		Reading Room	900	sf	-		\$ 360,000
Story Telling Nook	400	sf		Story Telling Nook	400	sf	-		\$ 140,000
Stacks	400	sf		Stacks	400	sf	-		\$ 160,000
Textbook Storage	200	sf		Textbook Storage	209	sf	9		\$ 47,025
Small Breakout Room	300	sf		Small Breakout Room	299	sf	(1)		\$ 97,175
Tech Work/Storage Room	150	sf		Tech Work/Storage Room	150	sf	-		\$ 37,500
Multipurpose Facility			6,250	Multipurpose Facility					
Multipurpose Room	3,500	sf		Multipurpose Room	3767	sf	267		\$ 1,800,975
Chair/Table Storage	200	sf		Chair/Table Storage	267	sf	67		\$ 53,400
Control Room	75	sf		Control Room	240	sf	165		\$ 54,000
Music Platform	1,400	sf		Music Platform	1080	sf	(320)		\$ 432,000
Instrument Storage Room	200	sf		Instrument Storage Room	195	sf	(5)		\$ 43,875
Serving/Prep Kitchen	350	sf		Serving/Prep Kitchen	352	sf	2		\$ 176,000
Walk-in Refg/Freezer	150	sf		Walk-in Refg/Freezer	82	sf	(68)		\$ 41,000
Dry Storage	75	sf		Dry Storage	82	sf	7		\$ 16,400
Locker Alcove	50	sf		Alcove	0	sf	(50)		\$ -
Office/Workstation	75	sf		Office/Workstation	131	sf	56		\$ 39,300
Toilet/Changing	75	sf		Toilet/Changing	0	sf	(75)		\$ -
Custodial Services	100	sf		Custodial Services	97	sf	(3)		\$ 33,950
Utility/Support Spaces				Utility/Support Spaces					
Electrical/Data Room	-	sf		Electrical/Data Room	273	sf	273		\$ 54,600
Elevator Machine Room	-	sf		Elevator Machine Room	78	sf	78		\$ 15,200
Janitor Rooms	-	sf		Janitor Rooms	150	sf	150		\$ 52,500
Lunch Shelter	2,800	sf	2,800	Lunch Shelter	2800	sf	0		\$ 280,000
Kindergarten Shade Structure	1,200	sf	1,200	Kindergarten Shade Structure	1200	sf	0		\$ 102,000
Restrooms	2,200	sf	2,200	Restrooms	1540	sf	-660		\$ 654,500
Exterior Circulation	-	sf	-	Exterior Circulation	5353	sf	5353		\$ 1,070,800
Elevator	-	sf	-	Elevator	1	ea	1		\$ 150,000
Subtotal			49,765	Subtotal					\$ 17,300,485
Allowance for Sitework (Includes Covered Walkways)	9.3	ac		Allowance for Sitework (Includes Covered Walkways)	9.3	ac	0		\$4,861,296
Total Costs				Total Costs					\$ 22,161,781
Total Hard Costs				Total Hard Costs					\$ 22,161,781
Total Soft Costs				Total Soft Costs	36	%			\$ 7,978,241
Total Contingency (Included in Soft Costs)				Total Contingency (Included in Soft Costs)					
				Total Estimate Project Costs					\$ 30,140,022

Conceptual Estimate Assumptions:

1. No existing site reports were provided or reviewed as part of this estimate.
2. Off-site utilities and utility company fees not included.

3. Site power adequate; no new service or transformers needed.
4. No escalation included.



Janvi Kanani AIA, LEED AP

Project Manager

Janvi has over thirteen years of experience in education, commercial and public building projects. Her experience and understanding of the construction process allows her to guide a project from design through completion. Her passion and knowledge for sustainable design enables her to incorporate strategies that consider the environment, building efficiency and user satisfaction. In addition, Janvi has a strong background in graphics and 3D computer visualizations which she uses to help Clients visualize a project from initial concepts to a final design.

+ Education

- Kamlia Raheja Vidyaniidhi Institute for Architecture, Mumbai, India, Bachelors of Architecture (2001)
- Cerro Coso Community College, Ridgecrest, CA Associates in Science, Digital Animation

+ Registrations

- Registered Architect, California, USA C36379
- Registered Architect Mumbai, India CA/2002/29311
- LEED Accredited Professional
- Diploma in Basic Programming and Computer Operations
- Revit Architecture 2012 Certified Associate/Professional

Representative Projects:

Allan Hancock College

- Industrial Technology Complex & P.E. Fields
- Science & Skills Building, Audio-Visual System
- VOIP Copper Cable Project

Cuesta College

- Learning Resource Center – North Campus

West Valley-Mission Community College District

- West Valley College Campus Center Renovation (LEED Certified)

Greenfield Union School District

- Mary Chapa Academy Admin/Library (on the boards)

Santa Paula Unified School District

- Isbell Middle School Flex Labs (on the boards)

Paso Robles Unified School District

- Agriculture CTE Center
- Independent Studies Center

City of Santa Maria

- Multi-Modal Transit Facility
- Atkinson Park Community Center
- Police Department T.I.

City of Arroyo Grande

- Police Station Expansion Needs Assessment and Feasibility Study
- New Police Station



Osleide Walker

Senior Design Manager

Ms. Walker's design talents are formed by her international background. She believes that well designed, sustainable buildings create environments that promote wellness and maximize student achievement. Therefore, all her design work is driven by the program and designed to reduce the overall impact of the built environment on human health. Her designs are executed with a genuine sense of style, flare, fun and functionality.

She also influences the practice by sharing her experience and creativity. She has applied her design and planning talents to many of the firm's most engaging projects and is responsible for moving BIM (Building Information Modeling) forward and contributing to the numerous educational awards won by the firm. Ms. Walker was the senior LEED Manager for our recently awarded Monroe Community Wellness Center (Health Clinic) – LEED Silver Certification.

+ Education

- Escola Technica Federal da Bahia, Brazil, Edificacoes, 1988
- New School of Architecture, San Diego, California, 1991
- Bachelor of Architecture, California Polytechnic University Pomona, 2000

+ Memberships/Accreditations

- Montebello Unified School District Chair of the Advisory Board for the Architecture, Construction, Engineering (ACE) Pathway to College and Career
- Saddleback College Chair of the Advisory Committee for the Architecture Department

Representative Projects:

- Monroe Community Wellness Center (Health Clinic) and James Monroe High School Marquee Sign, County of Los Angeles Department of Public Works, LEED Silver Certification – Senior Designer and Project Manager. August 2011 through January 2015.
- Valley Region Middle School Campus (converted Polytechnic High School Freshman Center and Adult Education Facility)/Richard E. Byrd Middle School/Marquee Signs), Los Angeles Unified School District, Sun Valley, CA – Senior Designer. May 2008 through January 2015
- Hull Middle School and Marquee Sign, Torrance Unified School District – Senior Designer and Project Manager of new one story neighborhood campus for 750 students. May 2010 through August 2013.
- Fern Elementary School, Torrance Unified School District – Senior Designer and Project Manager of two story classroom and multipurpose building addition to existing historical campus. January 2010 through August 2013.
- New City School and Colegio New City, Long Beach Unified Charter School – Senior Designer and Project Manager and construction management to the conversion of existing retail store front into a charter school for approximately 300 K-12 students. July 2010 through January 2012.
- Sylmar Language Academy (Valley Region K-8 Span School #1), Los Angeles Unified School District – Senior Designer and Project Manager for a span school for 1050 students on a 7 acre site. September 2010 through December 2013.
- Applied Technology Center, Montebello Unified School District – Senior Designer and Project Manager for a new 60,000 sq ft technical education facility, including Career pathway High School for hospitality, health, construction, engineering, architecture, and public services Career pathway High School. October 2007 through December 2011 (Two Phases).



Craig Atkinson AIA, NCARB, LEED AP BD+C

Project Architect

Craig is an Associate Architect with more than 24 years of experience in the design and construction of education projects. He has been chosen to lead your project because of his knowledge and extensive “know how” in educational project consensus building, design, planning, project delivery, and quality control. Craig’s years of project management experience for clients throughout California has made him a firm resource for client and community relations and quality control within IBI Group.

Representative Projects:

Education

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture (1990)
- Danish International Studies, Kobenhavns Universitet, Copenhagen, Denmark (1988-1989)

Registrations

- Registered Architect, California C-25387
- LEED Accredited Professional

Oxnard School District

- Norman Brekke Elementary School
- Haydock School Modernization
- Emilie Ritchen Elementary School

Paso Robles Unified School District

- Agricultural CTE Center
- Independent Studies Center

Orcutt Unified School District

- Child Care/Spec. Services Office
- Orcutt Jr. High School Gym Modernization
- District-Wide Modernizations; Multiple Projects

Kern County Superintendent of Schools

- North Kern Community School, Delano
- Southeast Career Center

Allan Hancock College

- Industrial Technology Building
- Science and Skills Building
- Audio-Visual VOIP Copper Cable Project

Proposed Design Personnel



William R. Tuculet AIA

Principal Architect

Bill is the Principal-In-Charge of the IBI Group - San Luis Obispo office. With over 40 years of professional experience and 36 as Principal Architect, Bill remains active as the office leader and designer. He has received many awards over the years. Bill has led multiple remodel, modernization and new construction efforts for several Districts around California, including the Oxnard School District. Bill has completed projects on most of the District's sites and is familiar with the Oxnard community. Bill acts as conductor and will assign and coordinate the efforts of all IBI Group staff and consultants as well as contributing his talent and experiences to each specific project.

+ **Education**

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture (1971)

+ **Registrations**

- NCARB# 28698
- 1976: Registered Architect, California #C-8702
- 1987: Registered Architect, Nevada #1950
- 2002: Registered Architect, Florida #AR91479
- 2010: Registered Architect, Arizona #50838

Representative Projects:

Oxnard School District

- Class Size Reduction Portables (14 Campuses)
- Norman Brekke Elementary School
- Haydock School Modernization
- Emilie Ritchen Elementary School
- Fire Alarm Installation (11 Campuses)

Paso Robles Unified School District

- Paso Robles High School Modernization; Gym Addition; 2-Story Classroom Building
- CTE Agriculture Building
- Paso Robles High School Practice Gym

Pleasant Valley School District

- Master Planning/Facility Assessments
- Thirteen (13) Elementary School Modernizations
- Three (3) New Elementary Schools

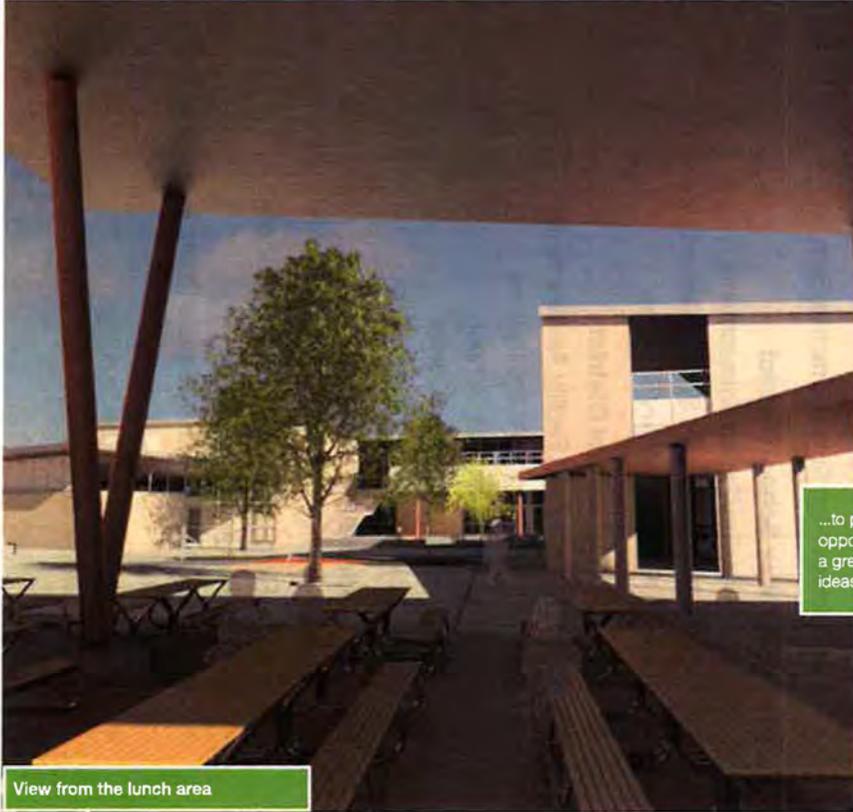
San Jose Unified School District

- Master Planning and Facility Assessments
- Eight (8) High School Modernizations
- Anne Darling Elementary School
- Administration and Media Center
- Three (3) New Science Buildings

Milpitas Unified School District

- Master Planning/Facility Assessments
- Eight (8) Elementary School Modernizations
- Four (4) Elementary Schools
- Milpitas High School Multipurpose Room Building; Math/Science Building; Food Court
- Two (2) High School New Buildings
- Milpitas Middle School Modernization

Connect learning with the integration with the surrounding physical environment...



View from the lunch area



Creative activity and stimulating play are as important to raising healthy children as food, shelter and attention from caring adults.

...to provide hands-on learning opportunities as research shows it is a great way to link new concepts to ideas that children already understand



Outdoor planting areas extend the classrooms to the exteriors

Outdoor Planting area

IBI Group's thinking is to identify features and design techniques that emphasize a student focused building...

...to encourage collaboration and utilize floor spaces for transitioning and connecting students to their exterior physical environment.

IBI Group's Approach supports Oxnard School District's Mission/
 Vision Statement: "Empowering All Children to Achieve Excellence"

Our vision is to create holistic education environments which are designed for the individual learner, as well as wholly integrated and engaged within their surrounding communities and campus.



Indoor/outdoor learning environments for large or small groups

Courtyard protected from prevailing winds while providing comfortable environment for outdoor activities

Connect learning with integration with the surrounding physical environment

Site Layout – Option 1

Ideas that Express Instruction: In the Collaboration Court, there would be a water source to allow wet activities. There would be a few fixed seating arrangements for informal gatherings. The building materials and colors could be articulated with different textures and colors explained. In addition we have shown outdoor planting area, children’s garden area, and outdoor learning/collaboration areas that will provide a variety of outdoor learning opportunities that will further the science and wellness mission of **Rose Avenue K-5**. The glazing could be stippled or fritted to explain patterns and light. Both levels could express the different grade level learning concepts by writing metric measurements beside US/Imperial number values. These ideas can take a variety of forms both on the exterior and interior of the classrooms. It is our intention to brand the campus to promote a sense pride for the school and the surrounding Community. The school will become a reflection of the Rose Avenue K-5 Vision Statement:

“Rose Avenue Elementary-The School of Science and Wellness, is dedicated to recognition “of the unique value of each person; providing active learning in a safe, supportive environment; developing as a neighborhood school community, and promoting a partnership between family and school” – Rose Avenue Elementary Vision

Most of the classroom space will have at least two exterior walls which allow for the natural light source to come from different directions if one side is closed off. The breezeway connects the two classroom buildings and creates a visual connection to the Collaboration Court. The building would have thematic art or illustrative elements.

The Media Center is central to the campus and provides a variety of break-out spaces for smaller groups to work quietly. The Media Center will also provide technology to allow the learner to participate in both class and self-directed exploration.

Design Concept 2

Design Concept 2 is very similar to Concept 1 in the placement of buildings and learning ideas that instruction. The main idea here is we have designed the site to further separate the transportation modalities. First we locate the parent drop-off on Driskill Avenue while the drop-off for Kindergarten is located on La Puerta. The bus drop-off uses the private access to the west to allow for safe pick-up and drop for students away for the vehicular traffic. A covered waiting area can be designed to accommodate this area. The main parking area for staff and Multipurpose has been located off of Driskill Street for easy access.

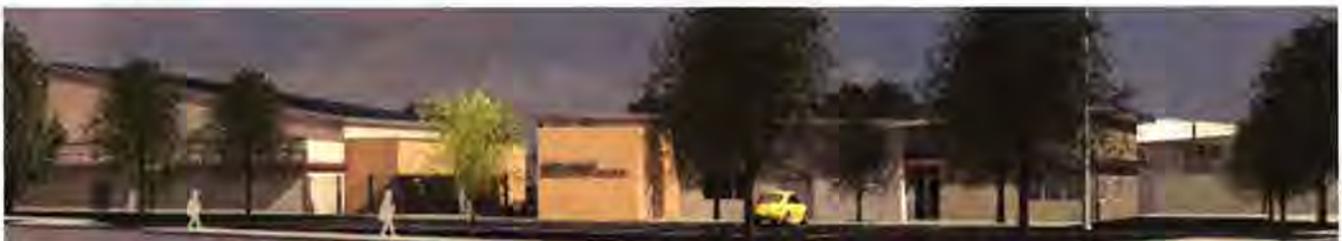
This configuration also allows for the separation of the hardcourt areas for upper and lower grade play areas. This provides an even better connection for outdoor learning areas to the east of the classroom buildings.

Re-Use Challenges

The inherent challenge in a complete re-use of plans is two-fold. First and foremost is find a set of plans that matches the District and the School’s educational pedagogies, vision, goals and budget. Second as contractual liability has become more complex it will be a challenge to do a complete re-use without the approval of the District who the school was originally created for. It is with those two challenges in mind that IBI Group has chosen to use successful projects as a basis of design and provide the Oxnard School District with a design that is focused on the Learner at Rose Avenue.

Site Visits

The schools that we have outline in this proposal are all still clients and amenable to site visits to view these projects. Upon request we can make calls about specific dates once they are known.



Design Concept 1

In the design of the site we first took into consideration the opportunities and challenges that the site presents as follows:

- Existing campus buildings to the north
- Traffic flow around the site buses, drop-off
- Location of athletic facilities for potential community use
- Wind direction (primarily from the west)
- Neighborhood scale

The facilities are placed so that the more public facilities Administration and Multipurpose are located facing Driskill St. with their single story elements providing similar scale to the surrounding residential area. The vehicular circulation separates the bus drop-off on Driskill St. from the parent drop-off on La Puerta Avenue. The Kindergartens are placed facing La Puerta for convenient drop-off of the Kindergarten students. The adjacent parking area in the staff lot could also have temporary parking to allow for the short term parking of Kindergarten parents to allow them to walk their students to class. This concept provides for visitor parking on the corner. The layout of the site also provides for parking on Driskill St. to accommodate the Multipurpose and the fields while providing secured staff parking to the east. The athletic fields which will support either three (3) U12 soccer fields or one full-size field are separated from the main campus by the hardcourt play area.

The site concept also features significant spaces for outdoor learning which are provided on the interior quad and to the east of the classroom buildings which will be design as outdoor collaboration spaces that will accommodate a variety of group sizes. The design of these outdoor connections is a cornerstone of "Next Generation Learning" facilities.

The Administration building with its simple design and shed roof structure along with the MPR signals the main point of entry for the campus. The Administration building reaches out to grab the visitor and welcome them into the campus in a secure and controlled manner. Once in the Administration area the visitor can be directed to where they need to go on the campus.

Bridging the two structures is a structure that can also serve as a covered lunch area. These two buildings together form the west edge of the Collaboration Court.

The two-story classroom buildings for the south and east perimeter of the Central Campus and include 20 Flexible Classrooms that can be configured for a variety of different teaching and furniture configurations, RSP/Speech room, Special Education Classroom, Piano Keyboard Room, 4 Kindergartens, restrooms, and associated support spaces. The 2nd level will be accessed by stairs and an elevator. The student and staff restroom spaces are stacked on each level. The four Kindergarten classrooms will be at ground level and will have separate toilet facilities within their area, to be shared between the two classrooms. They will have space for internal storage for materials and outdoor storage for play equipment.

The Main Classroom Building functions as "Teacher's Helpers"- The building is based on a 24'-0" module which allows for a more traditional linear layout while creating classrooms that can be flexible in use. The classroom entry and exiting from the classroom faces inward to a Collaboration Court which can be used by students during recess to gather and relax. During class hours the court can be used as an instructional space where a whole class, small group or individual occupies the space to do group or independent learning. This provides teachers, aids, resource specialists with a variety of ways they can use the buildings to vary how they interact with the students. A roof and west and north facing glazing extends over the collaboration space providing cover from the weather, diffused light but will not need to be conditioned.





DOOLEY ELEMENTARY SCHOOL



Next Generation Learning Environments

21st century learning, when deeply explored, challenges traditional school organization, roles of teachers, learning activities of students, parent/community relationships and expectations for access to technology. All educational research related to our changing political, economic, and technological world calls for drastic shifts in the fundamental purpose and process of learning. Schools are adapting their programs, organization and classroom deliveries to instill the values and skills needed for success in the 21st century, and to be relevant to fully engage our current technology-bred, digital students.

Research in life-long success indicates that our traditional focus of school core subjects are still important, but are no longer sufficient for success in the changing world. Instead, students need to learn the skills critical to navigating and succeeding in the new socio-economic landscape where change is the byword.

The facilities and environments that allow the student and instructor to thrive often are larger than the traditional 30' x 30' square room, providing mobility and movement to work and explore. Spaces should have flexible and versatile technology and furnishings, and they should provide acoustical separation while still allowing visual connection. Natural lighting, ventilation and views are important to student and staff comfort. Colors and graphics are employed to provide vibrancy. Materials installed in the construction will have low VOCs (volatile organic compounds) to provide a green and sustainable environment. Outdoor and indoor connections allow integrated learning opportunities as well as a feeling of connectedness to the larger world.

Students should occupy spaces that allow them to become global learners which will enable them to live, work and play in their adult futures. Education for the 21st century includes creative thinking, critical thinking and problem solving, communication, and collaboration skills, learned in an environment that fosters social/emotional skills development, measured risk-taking, and an understanding of the global connections to individual actions.



We connect curriculum and facility design. IBI Learning+ is at the forefront of transforming existing space into next generation learning environments. We have been at the forefront of designing spaces that are both adaptive and agile enough to change with the instructor, the learner, and educational pedagogy.

We embrace technology in the learning process. IBI Learning+ is a diverse practice and we have the knowledge base and capacity to integrate technology into the fabric of an education facility at the very beginning of design. Technology is not only a tool for the learner, but rather an opportunity for them to be involved their learning process.

We are engaged within the community. From the very beginning IBI Group has understood that our work in the Oxnard Unified School District is an integral part of the community it serves. We at IBI are invested in creating environments for learners to thrive while also being hubs for community activity. First and foremost, we support the realization of your vision through our partnership to create optimal Next Generation Learning Environments. Our partnership with the District on not only the analysis of the project needs but the issues related to the development of a school in an existing neighborhood. Through a series of Community meetings at the school campus we will assist the District with keeping the Community engaged with the project.

Design Concept: Next Generation Learning

Public education for future generations challenges us to look beyond traditional forms of learning and instruction to envision learning communities that enable educators to collaborate, share best practices and integrate Next Generation skills into classrooms. This means creating relevant, real world, 21st century environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We work with numerous Districts to understand how they want to deliver educational pedagogy and then respond with the appropriate facility design.

We believe learning should be contextual and relational, not just rigid adherence to skill-building. We understand teaching and technology ought to be seen as the 'invisible tools' in the learning encounter. Meaningful learning is interactive.

Learning doesn't only happen in classes or groups, it happens individually. Each student comes with his own readiness, frame-of-reference, topical aptitude, rate of learning and socialization maturity, all of which influence the learning outcomes. Today's students reside in a more connected universe. We understand their journey isn't about mastering the 'habit-trail', it's about mastering the realm.

Site-Specific Information

Project Design Review

1



ANNE DARLING ELEMENTARY SCHOOL



IBI has thoroughly reviewed the program and the requirements for the Rose Avenue K-5 Replacement project and have concluded that the basis of design for the project will be three previously constructed projects:

- Administration Building – Anne Darling Elementary School (redesigned to fit the program)
- Multipurpose Building – Horace Mann Elementary School
- Classroom Buildings – Dooley Elementary School

As these were designed to meet specific educational pedagogies and requirements there wasn't one project the "fit the bill". We will use the developed documents to expedite the design process while updating them to fit Oxnard School District's educational vision, neighborhood character, and current code requirements. IBI Group has the depth of staff to meet the schedule requirements.

As a collective practice, IBI Group offers a collaborative model that reflects our passion for educational architecture and next generation learning models. We understand that the **Rose Avenue K-5 Replacement School** will be part of the next generation learning and provide opportunities to expand the choices for the individual learners in the Oxnard Community. IBI Learning+ is focused on providing exceptional client service throughout California K-12 school districts, most of whom are long-standing repeat clients which addresses IBI's core values of Integrity, Partnership, Excellence, Innovation and Community. We are an established firm with over 40 years of experience in educational facility planning, the design of new schools, campus modernizations and renovations as well as a thorough understanding of State Agency processes. We have completed thousands of educational facility projects in California, of virtually every type for numerous K-12 school districts, community college and university clients. This experience and the **lessons learned** with each and every project have allowed us to hone our skills and increase our knowledge base. **Oxnard School District** will benefit from our knowledge. We will bring new ideas to the table along with the technical expertise to execute them. The replacement school will be designed with the following in mind:



In 2012, IBI Group also completed modernization work at Taylor, which was incrementally constructed over two years with funds from Measure X. The first increment included site work only. The second increment included work in some of the campus buildings including ADA compliance, system and seismic upgrades, roofing projects, interior and exterior finishes and signage. We are currently working on additional projects, funded partially by Measure N at the Taylor Middle School Campus. Increment I has been completed and included additional roof replacement and ADA upgrades. Increment II began construction in June 2014, and included seismic upgrades, ADA upgrades and modernization of remaining campus buildings. Both Measure X and Measure N were constructed in increments due to scheduling of work and funds available.

Client: Millbrae Elementary School District
Contact: Cynthia Shieh, Chief Business Officer
605-697-5963



Paso Robles CTE Agriculture Building; Paso Robles, CA

The project consists of the construction of a 9,200 sq ft Agriculture Career Technology Education (CTE) facility comprised of three buildings clustered around a central courtyard and demonstration garden on the existing Paso Robles High School campus. The buildings house a welding shop, outdoor welding area, faculty work room, student workroom, two agriculture labs, a horticulture lab including a floral cooler, classrooms, staff offices, and associated accessory spaces.

Client: Paso Robles Joint Unified School District
Contact: Mr. Ashley Lightfoot, Director of Facilities and Operations
805-769-1000



Huron Middle School Classroom Addition; Huron, CA

The construction of Classroom Building 600 completes the original campus master plan, and includes the integration of the building with DSA pre-approved modular classrooms, adjoining a permanent portion of the building together with connections of services, flatwork, and landscape to existing systems; modifications to the existing site; accessible parking stalls; and path of travel improvements. As a Lease/Lease Back contract, existing ball fields were included with the scope of work to upgrade baseball and softball fields, backstops, and accessibility features.

Client: Coalinga-Huron Joint Union School District
Contact: Mr. Jim Reckas, Director of Facilities
559-935-7640



Lease-Lease Back Experience

Applied Technology Center; Montebello, CA

A new technical high school for 730 students funded by Career Technical Education (CTE) grants. Based on a shell and core concept, the building is designed with utmost flexibility and learning spaces for A-G requirements as well as project-based learning. The project is very sustainable and energy efficient and qualified for HPI grant augmentation. IBI Group provided the Campus Facilities Master Plan, funding strategies, and comprehensive A/E services for the design and construction of this new technical high school.

Client: Montebello Unified School District

Contact: Cheryl Plotkin, Director of Facilities
323-887-7900



Paso Robles High School - 2-Story Classroom Building; Paso Robles, CA

As part of Measure "T" the citizens of Paso Robles approved the replacement of existing portable classrooms with a permanent classroom building. An approach designed in conjunction with the District staff determined the best building configuration and location on-site. The 20 classroom building was constructed above a building pad created by the removal and relocation of 7 portables and replaced another 12 portables which were all removed upon completion of the final phase of construction.

Client: Paso Robles Joint Unified School District

Contact: Mr. Ashley Lightfoot, Director of Facilities and Operations
805-769-1000



Taylor Middle School New Cafeteria Building and Measure X & N Modernizations; Millbrae, CA

The Taylor MS Multi-Purpose Building serves all five schools in the District as a new central kitchen while also housing the 900+ students of Taylor Middle School for lunch every day. The building will host presentations and performances using its state-of-the-art audio-visual system, and will be available for use by the community. The facility includes volleyball courts and a high school basketball court.

Lease – Lease Back Experience



The school facility services you call for are well known to us and we are confident in our ability to provide them to you. We apply our profession to serve our education clients with vision and strategic planning – not merely buildings. Large or small; new or rehab; our passion is creating quality education facilities necessary to sustain a productive educational community.

IBI Group is highly experienced in the Lease - Lease Back Delivery Method. IBI Group participates in a wide variety of construction delivery methods. We are able to deliver design and construction administration services for traditional Design-Bid-Build, Multiple Prime Contracts, Design Build, Bridging Design Build, Modular Construction, CM at Risk, P3s and Lease-Lease Back (LLB).

We have provided LLB services to Districts that use agreements based on Education Code Section 17406 as a project delivery method since the late 1990's. The majority of Districts we work with, who use LLB agreements, solicit multiple requests for firm qualifications from LLB firms before entering into an agreement for the price of a project. Assessing capabilities and methodologies prior to pricing a project allows the District to weigh the competency of the builder and their design phase capabilities.

It has been our observation that LLB reduces the District risks attributed to schedule delays, poor quality work and rising costs. We have worked with the LLBs from initial kick-off meetings, through all phases of design, agency approval and construction. Having the LLB participate as early as possible in the project provides continuity and understanding of the issues and decisions that culminated into the final documents. IBI, the District and LLB will together review program, constructability issues, value engineering options and costs at each phase to collaborate to produce the best outcome. This type of delivery method is often very successful since there is a feeling of teamwork and joint accomplishment between all parties.

This type of project may involve slightly higher initial costs as compared to traditional Design-Bid-Build projects as the contractor's management portion is brought in earlier in the project. One advantage however, is that time can be made up because the documents will have been continuously reviewed and coordinated earlier, pricing can be done along the way, and construction schedules can be shortened with bidding occurring during the DSA Approval phase and the pre-purchasing of long lead items and some flexibility in negotiating subcontractor or material costs.

Additional advantages to this type of construction delivery method allows the contractor, with the review by the District, to choose from a selected listed of pre-qualified sub-contractors ensuring better quality and competitive pricing to be below the guaranteed price. There is often little or no change orders associated with the project. Assembly Bill 566, effective Jan. 1, 2016, requires lease-leaseback developers to use "skilled and trained workforce at every level of the project." This will need to be assessed carefully by the LLB. Lastly, since the Builder has a reputation to maintain, they tend to perform at a higher level.

Design Strategies and Proposed Timelines

IBI Group is highly experienced in meeting schedules and timelines. In fact, many clients enlist our services for this one reason. Just a few of our success stories include:

- Successfully modernizing 12 projects at one District over the summer,
- Completing a 3-story classroom building from inception to completion in 18 months,
- Building a new K-8 non-modular school from programming to occupancy in just over 24 months, including agency review time.

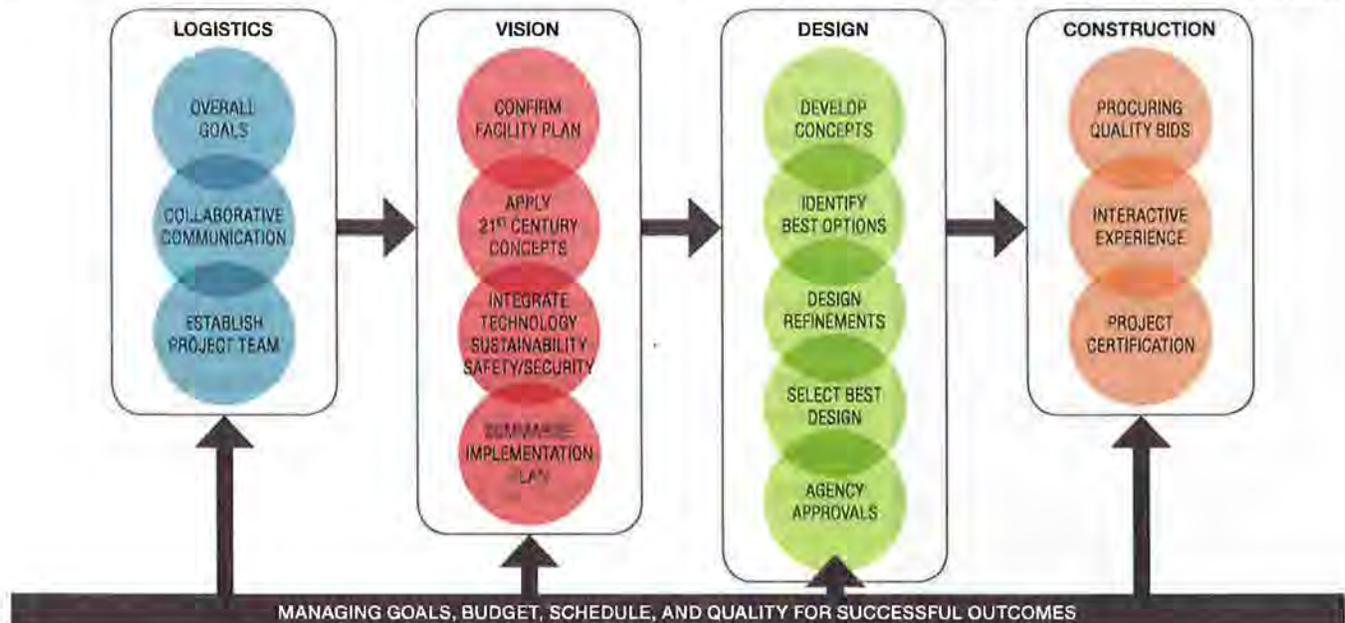
Good design, maintaining budget and schedule control begins at the initial planning of the project. Senior staff with extensive facility planning and design experience will be proactive in initiating appropriate means to effectively manage or accelerate the schedule. We will work closely with you and the LLB Contractor from the start to identify realistic milestones that can be adhered to throughout the process and that are agreed to by all parties. We make sure to include time for decision making, phase and document review, agency review, construction phasing.

We have developed schedules where design phases overlap or projects are broken out into increments so that certain aspects can start ahead of other yet to be completed areas so as to get a head start. We have employed this method in both design and construction phases.

Early consultation with DSA assists the planning project in anticipating code and state requirements that affect the choices available. We are at DSA frequently to expedite projects through the bureaucracy. Our firm typically has implemented preliminary reviews with DSA as a way of proactively assessing critical issues. Your plans are reviewed face to face with the DSA staff very early on in the process, thus avoiding any misunderstandings and potential delays.

IBI takes a very proactive role in resolving issues before they affect the schedule or budget. Knowing who to talk to, what forms to use and treating DSA individuals as they are part of our team and the solution really eliminates the potential for delays. We understand the submission process and our submissions are complete. When clarifications are requested, or DSA field changes occur, we respond quickly, thus reducing any potential time delays.

During construction, a large part of maintaining the project finish date is to closely monitor the construction schedule, attend the weekly site meetings to monitor progress, review and respond to RFIs, submittals, and DSA requests in a timely manner. When consistently adhered to by all members of the construction team, when the project does have an interruption in the schedule, everyone can quickly determine an alternate means to get back on task. The contractors are required to provide "make-up" means and schedules to get their work back on the master schedule, our task is to assist in our capacity to not add additional burden to the schedule.



Create Vitality

- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
- Reflective spaces, collaborative spaces, performance spaces
 - Small group, large group spaces
 - Technology rich spaces
- Flexible platforms for continued change, including:
 - Agile school organizational structures (departmental, thematic, Small Learning Communities) without physical change, and often simultaneously
 - Agile spaces for learning, with multiple connections and possible interpretations
 - Furniture will be responsive, flexible, adaptable, and be a spark for our students in our ever changing world.

Pool Resources

- Foster communication and collaboration:
 - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning of teachers to stimulate working together

Flexibility

- Adaptable furnishings and furniture:
 - Brain-based furniture, designed for movement, individual learning preferences, and personal fit
 - Flexible/moveable storage that is secure yet accessible

Design

- Expression of the school's enduring signature through the architecture to foster continued identity and spirit. Promotion of the school's logo.
- Facilities and furniture responsive, flexible, adaptable, and be a spark for our students in our ever changing world.
- Interdisciplinary connections supported through strategic positioning of functions
- Quality construction that limits maintenance and replacement.



Six Design Factors that Impact Learning



Choice



Flexibility



Color



Connection



Light



Complexity

The design of the Rose Avenue K-5 replacement school will promote Next Generation educational delivery and have the following key qualities:

Technology

Flexibility to adapt and change as technology and systems change is a must. As architects we must design for today and anticipate the future. Providing an infrastructure for future technologies is an important consideration and must include flexible cabling pathways and conduits for anticipated fiber optic or other advanced information systems. It is important to allow for expansion and conversion as well as infrastructure to support new types of technology as they come online. Consideration must be given to the integration of security, telecommunication, fire life safety, lighting control, emergency backup and renewable energy distribution, all as a unified operational system. It is not uncommon for technology to change midstream of a building design.

IBI Group's team includes highly skilled architects, engineers and consultants to provide the District guidance or work with the District's IT representative on selecting appropriate systems. The Team can provide the design and layout for sophisticated technology systems; including energy management systems, lighting controls, access controls, audio-visual systems, data/computer systems and interactive whiteboard systems. Our experience spans from the pre-school to college classroom, to corporate America, from the simplest low cost solution to the most sophisticated data center.

Create Connections

- Relationship building, intentional positioning of people and purpose to create strong connections. The concept includes the ability of the school include the following:
 - Small Learning Communities – Grouping of the students to promote grade level collaboration
 - Teacher Collaboration Centers
- Personalized/student-centered learning, empowering the multiple intelligences of the student as worker with the right tools for learning

Project Recommendations

“Empowering All Children to Achieve Excellence”
- Oxnard School District
Vision Statement.

“.....strives to achieve exemplary academic performance in Common Core State Standards, Science and Wellness curriculum and rigor in all academia.”

– Rose Avenue – The School of Science & Wellness
Mission Statement

Creative Design Aesthetics

IBI's designs are inspired by the client's vision and goal. Our designs are motivated by the interactive and collaborative discussions we have with the District and stakeholders. We pride ourselves in being good listeners, to actively hear what the user really wants to accomplish when communicating what is important to them. We provide creative options and guidance to assist the District in developing the most imaginative solutions that meet cost parameters. These basic tenets form the foundation of our designs.

IBI provides innovative and inventive designs that are distinctive to each client's objective. IBI understands the constraints and challenges of educational facility funding, nevertheless achieves creative designs by providing unique solutions that are aesthetically attractive but function well and are easily maintained. IBI is sensitive to existing site characteristics whether modifying existing buildings or introducing new structures onto an existing site. The architecture can be contextual if the goal is to integrate with what already exists. Conversely, the architecture can create an original aesthetic, if setting a new direction is the goal. A new facility on new sites provides opportunities to create totally integrated concepts. IBI is skilled at using new materials to achieve a look that blends in or expresses imaginative design ideas. Interpretation and understanding the parameters influences the design whether speaking of classroom casework, a collaborative space, or how buildings are sited. IBI is sensitive to the artistic potential of all elements of the design.

Many aspects beyond the aesthetics go into making successful designed spaces that users may not even be aware of. A space or building that is successfully planned out, where people move through it naturally and is easily understood, feels comfortable, welcoming, flexible and gives a sense of security. IBI uses color or forms to emphasize an entry or collaboration area to provide visual clues without unnecessary extra signage. Our designs orient the building or spaces to capture natural daylight without introducing glare on surfaces providing pleasant work areas. We choose finish materials and planting that is healthy and vibrant; which are attractive, practical and require minimal maintenance. The technology should be functional, easy to use and easily accessed when requiring service.

IBI designs consider not only what is needed today, but are flexible and adaptable for potential future changes. Outstanding design is the seamless integration of programmatic criteria, technical systems, quality construction that is composed in a pleasing composition which creates an environment that will provide the facility to achieve the District Vision and Mission of the Rose Avenue – The School of Science and Wellness .

Next Generation Learning

Next generation learning, when deeply explored, challenges traditional school organization, roles of teachers, learning activities of students, parent/community relationships, and expectations for access to technology. Schools need to adapt their programs, organization, and classroom deliveries to instill the values and skills needed for success in the 21st century, and to be relevant enough to fully engage our current technology-bred students.

Research in life-long success indicates that our traditional focus of school core subjects, are still important but are no longer sufficient for success in the changing world. Instead, students need to learn the skills critical to navigating and succeeding in the new socio-economic landscape where change is the byword.

Students must be global learners which will enable them to live and work in this flat world. Education for the 21st century includes creative thinking, critical thinking and problem solving, communication, and collaboration skills, learned in an environment that fosters social/emotional skills development, healthy risk taking, and an understanding of the global connections to individual actions.

Next Generation Facilities

Facilities promote educational delivery. Key qualities of 21st century facilities include relationship building; intentional positioning of people; and purpose to create strong connections. Strategies include:

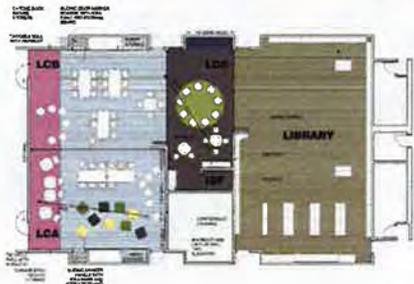
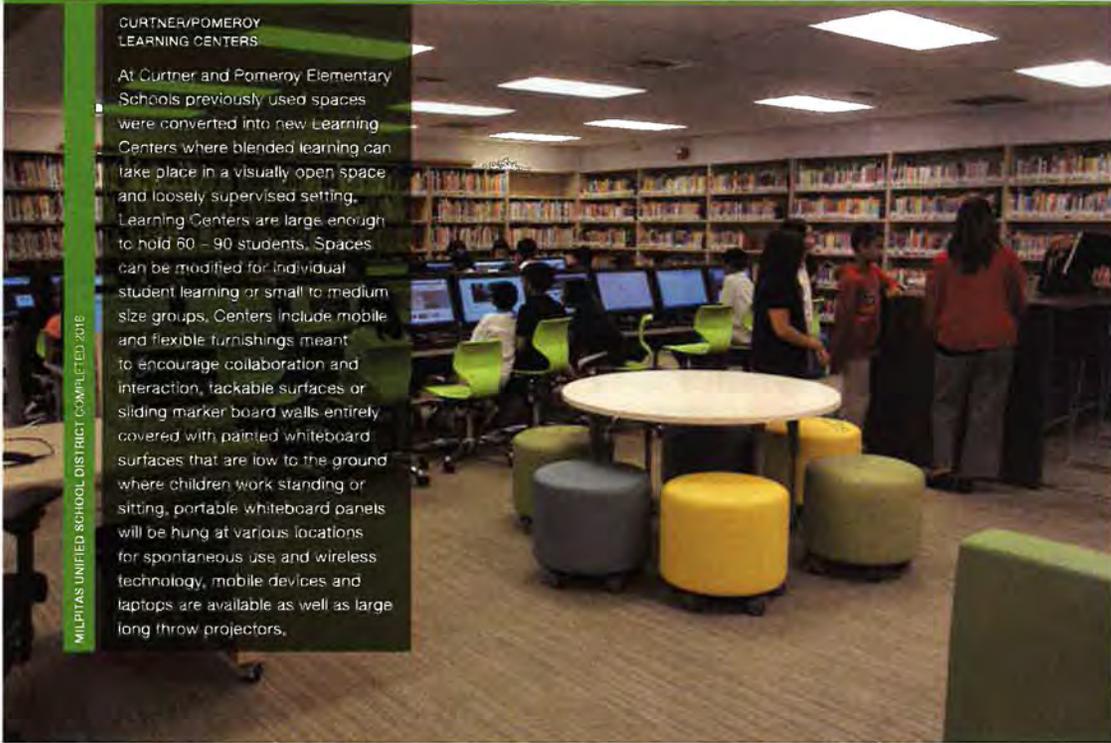
- Small Learning Communities
- Teacher Collaboration Centers
- Distributed leadership and guidance
- Looping of teachers with students
- Personalized/student-centered learning, empowering the multiple intelligences of the student as worker with the right tools for learning
- Brain-based furniture, designed for movement, individual learning preferences, and personal fit

- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
 - Reflective spaces, collaborative spaces, performance spaces
 - Small group, large group spaces
 - Technology rich spaces
- Flexible platforms for continued change, including: Agile school organizational structures (departmental, thematic, Small Learning Communities) without physical change, and often simultaneously
 - Agile spaces for learning, with multiple connections and possible interpretations
 - Interdisciplinary connections supported through strategic positioning of functions
- Foster communication and collaboration:
 - Team teaching spaces for two, three or four synchronous teachers
 - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning of teachers to stimulate working together
- Expression of the school's enduring signature through the architecture to foster continued identity and spirit
- Ideally our educational facilities and furniture should be responsive, flexible and be a spark for our students in our ever changing world.

CURTNER/POMEROY
 LEARNING CENTERS

At Curtner and Pomeroy Elementary Schools previously used spaces were converted into new Learning Centers where blended learning can take place in a visually open space and loosely supervised setting. Learning Centers are large enough to hold 60 – 90 students. Spaces can be modified for individual student learning or small to medium size groups. Centers include mobile and flexible furnishings meant to encourage collaboration and interaction, tackable surfaces or sliding marker board walls entirely covered with painted whiteboard surfaces that are low to the ground where children work standing or sitting, portable whiteboard panels will be hung at various locations for spontaneous use and wireless technology, mobile devices and laptops are available as well as large long throw projectors.

MILITAS UNIFIED SCHOOL DISTRICT COMPLETED 2016



IBI FLOOR PLAN CURTNER ELEMENTARY SCHOOL



IBI FLOOR PLAN POMEROY ELEMENTARY SCHOOL, MILITAS UNIFIED SCHOOL DISTRICT

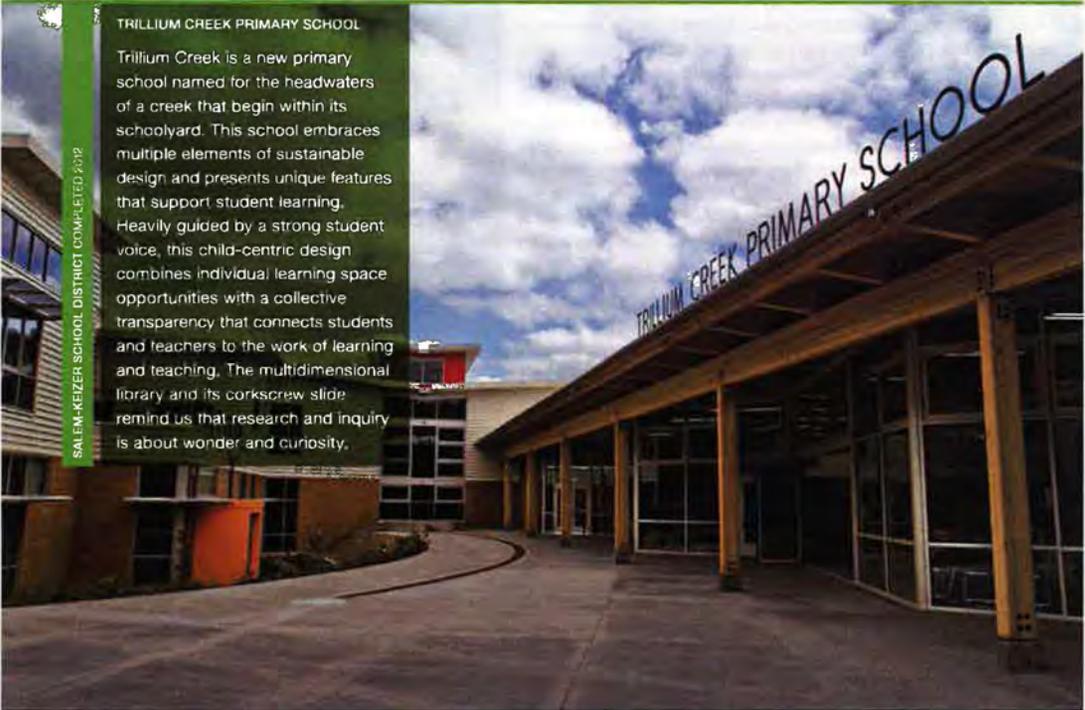


TRACE ELEMENTARY SCHOOL CLASSROOM BUILDING AND MEDIA CENTER

Architects destroyed the Main Classroom Media Center at Trace Elementary School in July of 2010. The new Trace Elementary School has a total of 18 classrooms, a media center/library and support spaces. The new building is "single loaded" with circulation on one side only, toward the interior of the campus with exit stairs located at each end of the building and an elevator centrally located. The linear formation allows the building to take advantage of the northern sun while shedding the heat from the southern sun. The new classroom building created a new entry to the campus, while creating a waiting/pick up area at the street side. It also opens the campus core for improved circulation and visibility while forming a new campus quad.

SAN JOSE UNIFIED SCHOOL DISTRICT COMPLETED 2012





SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT COMPLETED 2016

**EDISON LANGUAGE ACADEMY
 PRE-K/K-K-5 ELEMENTARY SCHOOL**

This aging K-5 elementary and pre-school campus located on a small 5.5-acre neighborhood site needed re-building, but with a restricted budget we looked for a solution that would avoid the need for interim housing allowing the funds to be used for the facility. Our solution, a rich combination of one and two-story steel framed structures, locates the new 57,000 sq. ft. campus on the existing playfields allowing the original school to remain occupied until the new campus is complete.



New Pre-K/K-5 Elementary School/Language Academy comprised of a Pre-K single-story two classroom building, two (2) two-story K-5 classroom buildings, a single-story administration building, a library/multipurpose room/stage building and a separate PE storage/restroom building with associative courtyard spaces, amphitheater seating, hardcourt and turf play surfaces and an edible garden.

Sustainable design is at the forefront of the District's mission statement. In response, we took the opportunity to integrate creative and innovative sustainable features into the project. The solar chimneys of the naturally ventilated classrooms become a design feature. A radiant heating system is incorporated into both the floors and ceilings fed by centrally located high efficiency boilers. Site sustainable features include the capture of 90% of the storm water to an underground cistern that provides site irrigation, a sensory irrigation system, specialized soil amendments that further reduce water use and promote plant life, and an edible garden incorporated into the schools' educational programs. The project was recently acknowledged by Southern California Edison as the first certified naturally ventilated school project in California.



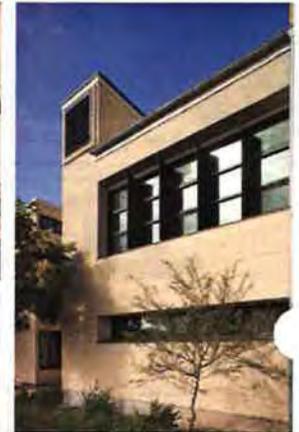
**FERN ELEMENTARY SCHOOL
 MODERNIZATION AND TWO-STORY
 CLASSROOM ADDITION**

An existing campus with historical significance; a new building was designed to blend with the mission character of the original structures. The new building was designed using passive ventilation and respecting and complementing the existing historic building. A central courtyard was added with an outdoor amphitheater creating a cohesive campus atmosphere. The overall scope of the project consisted of the modernization of the existing Administration and Classroom Buildings, inclusive of new restrooms and an elevator as well as the addition of a two-story Classroom/Multipurpose Building. The comprehensive modernization work was designed to blend with the historical mission revival character of the existing campus.

TORRANCE UNIFIED SCHOOL DISTRICT COMPLETED 2017



The second phase of the work included a new classroom and multipurpose space building. The building's details, massing and materials reference the historical style and respond to the scale and desires of the neighborhood. The design progressed through a series of community workshops that engaged the neighbors, school staff and parents.



Similar Project Experience

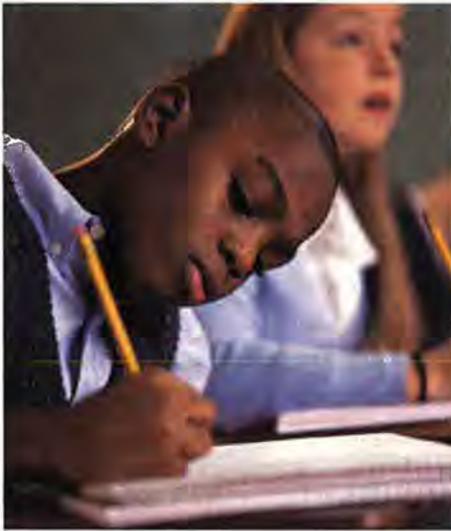


Public education for future generations challenges us to look beyond traditional forms of learning and teaching to envision learning communities that enable educators to collaborate, share best practices and integrate "Next Generation" skills into classrooms. This means creating relevant, real world, "Next Generation" environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We have worked with numerous Districts to understand how they want to deliver educational experiences and respond with the appropriate facility design.

We take special pride in our experience and success with our process. Our integrated collaborative process will involve the educational stakeholders of the Oxnard Community to ensure that the Rose Avenue K-5 Replacement School will be a source of pride and instill ownership for those who live, learn, work and play around this Community Resource.



General Information



IBI Group is an experienced group of team leaders and design professionals. This team combines a recent history of developing educational facilities on existing campuses and the research and development of next generation learning environments. We are developing educational environments that are focused on the learner and the shift to agile individualized learning methods.

IBI Group has successfully created many custom, tailor-made design solutions for our clients (design team partners). These solutions and systems respond to the specific conditions, programmatic inputs, and the character of the campus environment and community. Our common goal is to make the socio-academic experience the most rewarding learning one possible through innovative program resolution, a supportive and involved community, dedicated staff and parents, and facilities that not only house activities, but support and reinforce your educational efforts.

Our mission at IBI Group is to collaborate with Oxnard School District to transform your District's vision, goals, and priorities into reality. We will work diligently to make this happen for you, your students, and the community, from the cities of Oxnard, Port Hueneme and the unincorporated counties of Ventura. We recognize the challenges facing Oxnard School District to develop next generation learning facilities for over 17,000 students from Pre-K-8th grade.

Our intent is to support the Oxnard School District on all your projects whether they are small capital improvements projects and services, or large capital improvement projects. IBI Group is qualified to providing you Architectural and Engineering services for site analysis, future/long-term/short-term planning, designing services for either existing facilities or new facilities, ADA transition plans or any other sequencing of facilities improvements.

IBI Group previously completed 12 projects for Oxnard School District. The project scope ranged from 3 new elementary schools, major modernizations, fire alarm alternations to class size reduction portable classrooms on 14 campuses. 11 of the 12 projects are closed and certified #1. For the 12th project, all information to assist the District for close out certification was given to the District in March 2016.



**Defining the Cities
of Tomorrow**

Intelligence: communications systems design, software development, safety and security, systems integration

Buildings: building architecture, interior design, landscape architecture, building engineering (mechanical, structural, electrical)

Infrastructure: planning, urban design, transportation, and engineering

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IBI Group
4119 Broad St. Suite 210
San Luis Obispo, CA 93401

tel 805-546-0433
fax 805-546-0504

May 12, 2017

Oxnard School District
Caldwell Flores Winter Inc.
Attn: Jeremy Cogan, Assistant Vice President
RE: Rose Avenue K-5 Reconstruction

Thank you for this opportunity to submit our proposal for architectural services. Oxnard School District is in a unique and exciting time with an incredible opportunity to shape the future of education and facilities to benefit the Oxnard community.

We understand that Rose Avenue Elementary School will be reconstructed on the east end of the campus which will allow the existing facility to remain until the construction is complete. IBI Group proposes to design a campus comprised of building layouts previously constructed with site adaptations to respond to the District's educational goals, neighborhood aesthetic and in accordance with the 2016 California Building Code. To that end, we offer the following strengths and expertise:

Experience and Performance: IBI Group is at the forefront of K-12 educational design both locally in California and around the world. We have a proven history of success. The firm offers a practical approach to producing workable solutions for your facilities – results that are reliable.

Next Generation Education: IBI Group supports this process of contextual and relational learning through our pursuit of designing facilities and campuses for the next generation of learners to thrive.

Local Knowledge: Your Principal Architect and Project Director/Manager have worked on projects for the Oxnard School District and surrounding communities since the late 1980's.

Capacity, Capability, and Commitment: The IBI Group Team has the resources and specialized experience readily available to accomplish this project for OSD. We are committed to being your architects and planners for this project and beyond and pledge our full resources for the purpose of accomplishing your goals.

Listen: IBI Group is the team that listens and puts your needs above all else.

Our Conceptual Design response for the reconstruction of Rose Avenue K-5 shows you that we are that architectural and planning team. You will see in the following pages that IBI Group has extensive experience in creating custom solutions that reflect the unique requirements of the Districts we serve.

Our personal promise is to listen to your needs, your desires, your concerns, and your unique challenges. We hope to be your partner in developing a project that is uniquely yours. When it comes to the educational environment, this is who we are. This is what we do best. This is why we have been passionate about designing educational facilities for 40+ years.

We look forward to meeting with your team to discuss how we can best work together.

Sincerely

A handwritten signature in blue ink, appearing to read 'Craig Atkinson'.

Craig Atkinson, AIA, NOMA, LEED AP
Principal Architect
Southern California Education Sector Lead

A handwritten signature in blue ink, appearing to read 'Bill Tuculet'.

Bill Tuculet, AIA
Principal Architect/Design

EXHIBIT "C"
BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The

term construction cost excludes property and similar taxes attributable to the Project site.

- (2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.
- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.
- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
 - (i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

- (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
- (iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if required.
- (3) Conduct Architectural program meeting with the District selected project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

- (6) Estimates prepared by Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
 - (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
 - (vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.
- Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- (iii) Identify proposed roof system, deck, insulation system and drainage technique.
- (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.

(2) Civil:

- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
- (iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.

(5) Estimates:

- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
 - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled, dimensioned floor plans with final room locations including all openings.
 - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - (iii) Identification of all fixed equipment to be installed in contract.
 - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - (v) Preliminary development of details and large scale blow-ups.

- (vi) Legend showing all symbols used on drawings.
 - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
 - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.

(3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear

- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

(11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents (C/D) 50% stage:
 - (l) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.

- (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

(a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

(b) Coordination of the development of specifications by other disciplines.

(c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

(a) Virtually complete site plan.

(b) Virtually complete floor plan, elevations and sections.

(c) Architectural details and large blow-ups near completion.

- (d) Finish door, and hardware schedules virtually complete, including most details.
 - (e) Site utility plan virtually complete.
 - (f) Fixed equipment details and identification virtually complete.
 - (g) Reflected ceiling plan virtually complete.
 - (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
 - (i) All equipment catalog cuts.
- (ii) Structural:
- Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
- (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

- (4) Construction Documents - Substantial Completion Stage:
- (i) Architectural:
 - (a) Completed site plan.
 - (b) Completed floor plans, elevations and sections.
 - (c) Architectural details and large blow-ups completed.
 - (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
 - (iii) Mechanical:
 - (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
 - (iv) Electrical:
 - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- (c) All electrical equipment schedules completed.
- (d) Special system components plans completed.
- (e) Electrical load calculations completed.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
 - Update and refine the 50% Construction Document Estimate.
- (vii) Specifications:
 - (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.
 - (b) Coordination of the development of specifications by other disciplines.
 - (c) Specifications shall be in CSI format.
- (5) Construction Documents Final DSA Approval Stage:
 - (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.
 - (ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
 - (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.
- (7) Contract Documents:
 - (i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.
 - (iii) Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.
- (2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.
- (6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.
- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.
- (3) Architect shall coordinate with the District, at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "D"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.
- (c) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.
- (e) Electronic file copy of DSA Approved CD drawings and specifications on CD- 1 copy (in PDF and CAD format)
- (f) Design Checklist - 2 copies
- (g) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)
 Program Manager for Oxnard School District
 1901 S. Victoria Avenue #106
 Oxnard, CA 93035
 ATTN: Chris Yafuso (cyafuso@aimcsworld.com)

PROJECT NAME: RECONSTRUCTION OF ROSE K-5 SCHOOL
 DSA PROJECT #:
 PROJECT TYPE: Architectural Services
 DATE:
 INVOICE #:
 PERIOD COVERED: MM/DD/YY - MM/DD/YY
 PURCHASE ORDER #:

VENDOR: IBI Group
 PREPARED BY:
 EMAIL:
 PHONE #:
 FAX #:

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
SUBTOTALS				\$ -		\$ -	\$ -		\$ -

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	\$ -
TOTAL DUE THIS INVOICE	\$ -

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up

- 1 See "billing tab" below for spreadsheet; these are the instructions
- 2 Enter project name, DSA project number, project type, invoice number, date, your company name, fax, phone, etc.
- 3 Enter purchase order number provided to you when contract was issued
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, reimburseables, 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 reimbursables 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 to Chris Yafuso (cyafuso@aimcsworld.com) or mail to the CFW Oxnard office at 1901 S. Victoria Avenue #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 and miscalculations can delay/prevent processing of payment.

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

EXHIBIT "F"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours must have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office prior to the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

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: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 9/19/18

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 _____ 2nd Reading _____

Approval of Change Order No. 003 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 School ("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 ES Change Order #003 is for the additional site development scope of work and general contractor management.

Change Order No. 003 provides for the Board's consideration and approval of one (1) change proposal; COP #37 with the following scope of work.

- COP #37 – Site Work

FISCAL IMPACT

One Hundred Six Thousand One Hundred Six Dollars and Zero Cents (\$106,106.00) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 003 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 #003, Ardalan Construction Company Inc. (2 Pages)
- COP #37 (10 Pages)
- Construction Services Agreement #17-139, Ardalan Construction Company Inc. (2 Pages)



CHANGE ORDER

Date: 09.19.2018

CHANGE ORDER NO. 003

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 Dougherty and Dougherty
3194 D Airport Loop Drive
Costa Mesa, CA 92626

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 SPECIFICATIONS. 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 (002).....	\$ 170,355.16
ADJUSTED CONTRACT SUM.....	\$ 2,122,355.16
NET CHANGE -	\$ 106,106.00
Total Change Orders to Date: 003.....	\$ 276,461.16
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 003.....	\$ 2,228,461.16
Commencement Date:	September 18, 2017
Original Completion Date:	July 18, 2018
Original Contract Time:	303 Calendar Days
Time Extension for all Previous Change Orders:	000 Calendar Days
Time Extension for this Change Order:	070 Calendar Days
Adjusted Completion Date:	September 26, 2018
Percentage	(14.16%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COP #37 – Site Add-Ons		\$106,106.00		
	Totals		\$106,106.00		

Total Change Order No. 003 \$ 106,106.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

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 30, 2018
COP Number:	37
Contract Number:	17-139
Bid Number:	17-01

Description of Work:

This proposal is for the added site work related to the two portable relocation. The work consists of cutting the existing grade, rip and scarify 12", compact, haul any spoils, provide and install base and gravel as shown in the contract documents, provide and install 3" asphalt over 4" of base, provide and install trench drain and site drainage including drywells, gravel around the two portables, form, rebar and new concrete curb for new hand rails.

A. Subcontractor Cost of the Work:

Dunn-Wright General Engineering	\$ 46,484.99	
Magnum Fencing	\$ 21,700.00	
_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
	\$ -	Subtotal A: \$ 68,184.99

B. Contractor Cost of the Work:

	Subcontractor Mark Up 5%:	\$ 3,409.25
Payroll Costs (See attached supporting documentation.)	\$ 19,872.24	
Materials and Equipment (See attached supporting documentation.)	\$ 8,328.85	
Consultant Costs (See attached supporting documentation.)	\$ -	
Supplemental Costs (See attached supporting documentation.)	\$ -	
		Subtotal B: \$ 28,201.09

C. Contractor Fee: (As per General Conditions)

15% GC Work Only	Subtotal C: \$ 4,230.16
2% Bond Fee	Subtotal D: \$ 2,080.51

Total: \$ 106,106.00

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, Project Manager

 Printed Name & Title

8/30/2018

 Date



WORKSHEET

COP: 37

Date: 8/30/2018

Project: Harrington Early Child Development Center

Owner: Oxnard School District

Item	Description of Work	Qty	Rate	Total	Material	Fees/Equip	Sub Cost
	Added site work for the new two portable buildings:						
	Site survey, shoot elevations	16	\$ 77.98	\$ 1,247.68		\$ 150.00	
1	Site grading, excavation & compaction (see subcontractor proposal)	1	LS				\$ 46,484.99
2	Provide and install base at portable buildings (see subcontractor proposal)	1	LS				inc above
3	Provide and install base for new asphalt paving (see subcontractor proposal)	1	LS				inc above
4	Provide and install new asphalt paving (see subcontractor proposal)	1	LS				
5	Provide and install new drainage including drywells:						
	Excavate, form and and pour around new trench drain	24	\$ 80.75	\$ 1,938.00	\$ 658.50	\$ 175.00	
	Set, level and install trench drain	16	\$ 80.75	\$ 1,292.00	\$ 1,800.00		
	Provide and install new SDR-35 piping	16	\$ 77.98	\$ 1,247.68	\$ 325.00		
	Excavate, install concrete box and gravel for drywells	16	\$ 77.98	\$ 1,247.68	\$ 1,435.00		
6	Excavate and compact bottom of new concrete curb	16	\$ 77.98	\$ 1,247.68	\$ 225.00		
7	Form new concrete curb	24	\$ 80.75	\$ 1,938.00	\$ 350.00		
8	Provide and install new rebar	32	\$ 80.75	\$ 2,584.00	\$ 650.00		
9	Pump and pour new concrete curb	32	\$ 80.75	\$ 2,584.00	\$ 1,125.00	\$ 550.00	
10	Excavate, form and set new rebar for concrete curb at new fencing	24	\$ 80.75	\$ 1,938.00	\$ 550.00		
11	Pour and finish new concrete curb	16	\$ 80.75	\$ 1,292.00		\$ 210.35	
12	Provide additional wood support at ramps	16	\$ 82.22	\$ 1,315.52		\$ 125.00	
13	Provide and install new chain link fencing and gates (see subcontractor proposal)	1	LS				\$ 11,200.00
14	Provide and install new hand rails (see subcontractor proposal)	1	LS				\$ 10,500.00
				\$ 19,872.24	\$ 7,118.50	\$ 1,210.35	\$ 68,184.99
						Total W/O Markup	\$ 96,386.08

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.

Dunn - Wright General Engineering Invoice



Dunn-Wright
 785 Calle La Palmera
 Camarillo, CA 93010
 (805) 388-5699 fax
 (805) 822-3099 Ph.
 CA Lic. # 958895

Bill To: Ardalan Const.
 Address: 8 E. Gainsborough Rd
Thousand Oaks, CA
 Phone: (805) 496-7273
 E-Mail: _____
 RE: Harrington School
Oxnard, CA

Date:
 8/23/2018

Description	Qty.	Rate	Amount
1. Remobilization	1	LS	\$3,000.00
2. Cut, rip and scarify	24	\$ 101.56	\$2,437.45
3. Compaction	24	\$ 101.56	\$2,437.45
4. Provide and install new gravel (approx. 300 tons)			
Spread Gravel	24	\$ 77.98	\$1,871.52
Compact	16	\$ 101.56	\$1,624.97
5. Provide and install 4" of class II base: (approx. 50 tons)			
Spread Base	24	\$ 77.98	\$1,871.52
Compact	24	\$ 101.56	\$2,437.45
6. Provide and install 3" of asphalt paving: (approx. 25 tons)			
Place base	32	\$ 101.56	\$3,249.94
Laborer	16	\$ 77.98	\$1,247.68
<u>Material/Equipment:</u>			
Skip loader, static roller	1	LS	\$4,500.00
300 tons of gravel	300	\$ 30.00	\$9,000.00
Water truck	1	LS	\$850.00
50 tons of class II base	50	\$ 28.50	\$1,425.00
25 tons of asphalt paving	25	\$ 98.75	\$2,468.75
Asphalt Machine	1	LS	\$2,000.00
		Subtotal	\$ 40,421.73
		Markup: 15%	\$ 6,063.26
		Total	\$ 46,484.99

Please make all checks payable to Dunn-Wright or
 Godinez Roll-Off Service

Thanks for letting us serve you!

Magnum Fence and Security Inc.

Lic # 719567

1070 N. Ventura Ave Ventura, CA 93001 (805) 641 3656 Fax (805) 641 3606

Date: August 28, 2018

Teo Barragan, Project Manager
Ardalan Construction Company, Inc.
P 805 496 7273, teo@ardalancc.com

Re: Harrington Child Care Center Fence

Teo:

Per the plans that you sent me below is the cost to provide and install the following fencing, gates and handrails scope of work related to the two portables.

Magnum to install approximately 95ft of 6ft tall fence and 80ft of handrails at the new concrete curb for the two portables. Includes all gates, gate hardware and concrete footings.

1. Prevailing wages to be paid to workers. Magnum DIR number is 1000010033.
2. All material to be galvanized and heavy duty school grade.
3. Chainlink to be 9 gauge with a 2 mesh. Top and bottom selvages will be knuckled over.
4. Corner and gate posts to be 2 7/8 inch OD, line to be 2 3/8 inch OD, top and bottom rail to be 1 5/8 inch OD all sch40.
5. Gate frames to be 1 7/8 inch OD sch40. Gate infill to match fence. Standard chainlink hardware to be used
6. Ornamental iron to be fabricated of G60 steel and receive an epoxy primer and powdercoat finish. Owner s choice of standard Cardinal brand color.
7. Magnum to set post prior to concrete mow strips or mechanical pads being poured. Then we will install chainlink and gates.
8. Magnum to provide 1 5/8 hand rails-NO HOT DIP GALV INC.

Installed fencing price including labor, material and taxes: \$11,200.00

Installed handrails price including labor, material and taxes: \$10,500.00

Please let me know if you have any questions.

Regards,
Ralph J. Coolman
Ralph J. Coolman

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

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

DETERMINATION: SC-23-203-2-2017-1

ISSUE DATE: August 22, 2017

EXPIRATION DATE OF DETERMINATION: June 30, 2018** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

CLASSIFICATION (JOURNEYPELSON)	Basic Hourly Rate	Employer Payments					Straight-Time Total Hourly Rate	Overtime Hourly Rate			
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments		Hours	Daily 1 1/2X	Saturday ^a 1 1/2X	Sunday/ Holiday 2X
Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator	\$34.50	7.77	8.86	6.71 ^b	0.64	0.27	8	58.75	76.00 ^c	76.00 ^c	93.25
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$34.62	7.77	8.86	6.71 ^b	0.64	0.27	8	58.87	76.18 ^c	76.18 ^c	93.49
Floating and Troweling Machine Operator	\$34.75	7.77	8.86	6.71 ^b	0.64	0.27	8	59.00	76.375 ^c	76.375 ^c	93.75

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Saturday in the same work week may be worked at straight-time rate, up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on a 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.

^b Includes an amount for supplemental dues.

^c Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: SC-23-102-2-2017-2

ISSUE DATE: August 22, 2017

EXPIRATION DATE OF DETERMINATION: July 31, 2018* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification ^a (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ and Holiday ^d	Training	Other Payment	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^{bc} 1 1/2X	Sunday and Holiday

CLASSIFICATION GROUPS

Group 1	\$33.19	7.12	7.53	4.59	0.69	0.61	8	53.73	70.325	70.325	86.920
Group 2	33.74	7.12	7.53	4.59	0.69	0.61	8	54.28	71.150	71.150	88.020
Group 3	34.29	7.12	7.53	4.59	0.69	0.61	8	54.83	71.975	71.975	89.120
Group 4	35.84	7.12	7.53	4.59	0.69	0.61	8	56.38	74.300	74.300	92.220
Group 5	36.19	7.12	7.53	4.59	0.69	0.61	8	56.73	74.825	74.825	92.920

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a For classification within each group, see page 14.

^b Any hours worked over 12 hours in a single workday are double (2) time.

^c Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

^d Includes an amount per hour worked for supplemental dues

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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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 contract 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



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





NOTES

1. REMOVE EXISTING 1'-0" HANDRAIL EXTENSION AND SALVAGE FOR REINSTALLATION. WELD NEW HANDRAIL TO EXISTING.
2. REINSTALL SALVAGED HAND RAIL.
3. PROVIDE NEW PAINT TO EXISTING AND NEW HAND RAIL. COLOR PER ARCHITECT.

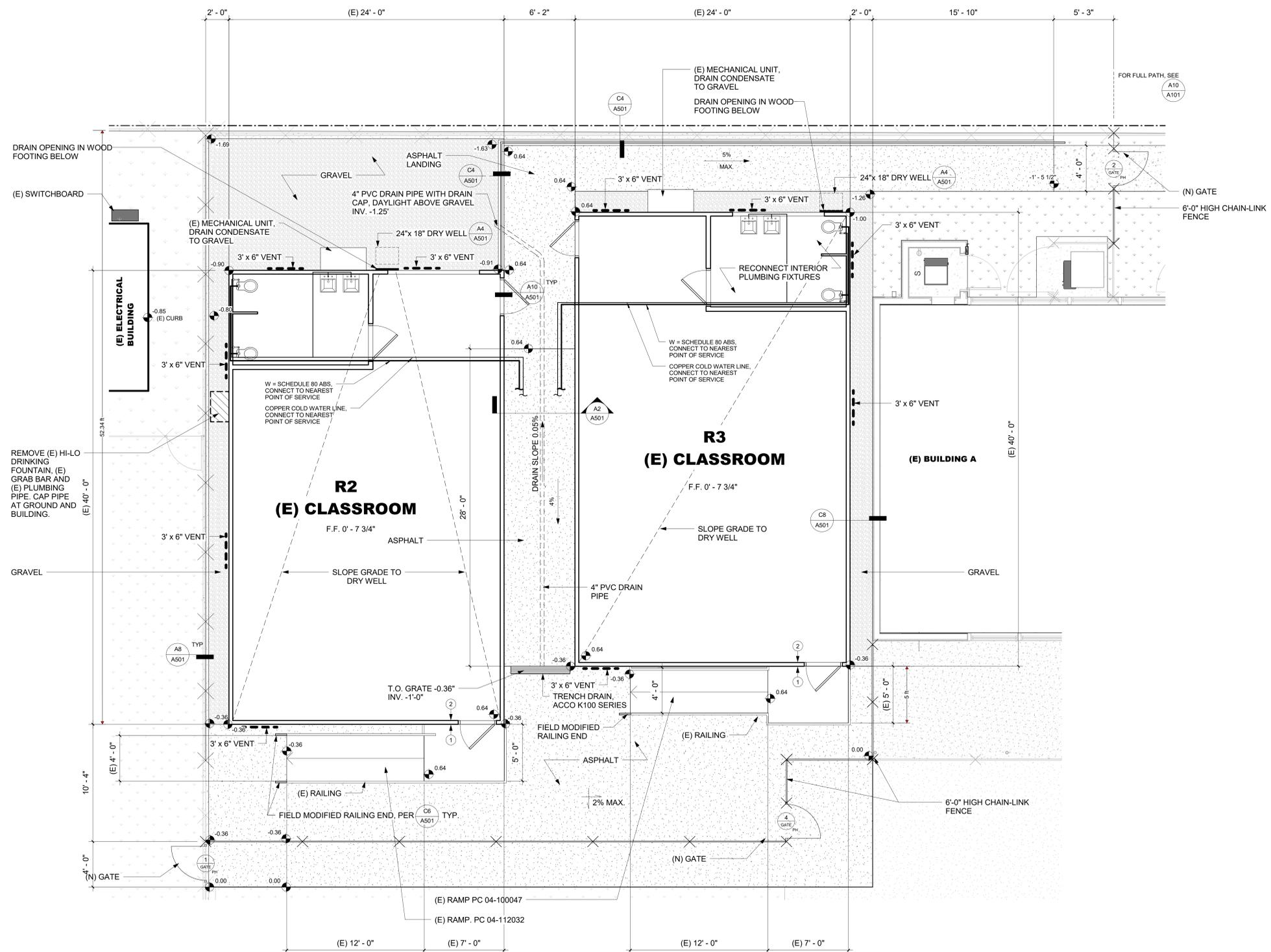
SIGNAGE

1. ALL SIGNAGE IS EXISTING, APPROVED PER AF# 03-115799

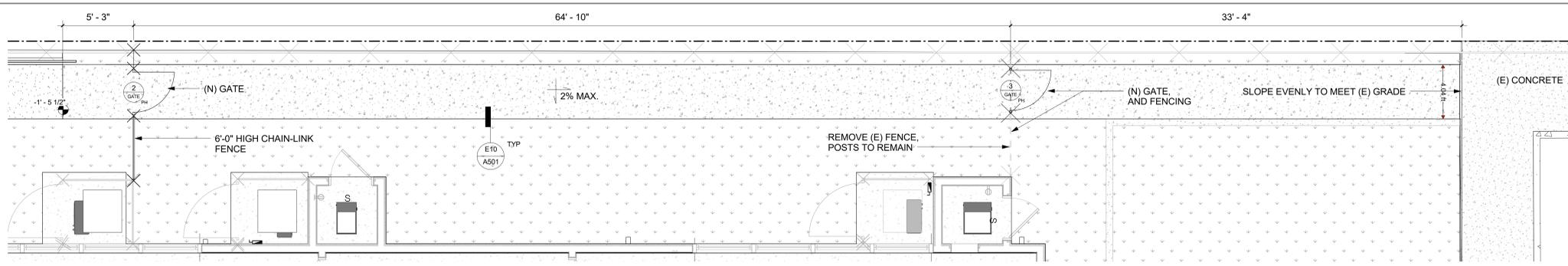
- 1 ROOM SIGN, PER (C2 A571)
- 2 EXIT SIGN, PER (C4 A571)

VENTS

- PER PC # 04 - 100047:
 BUILDING AREA - 960 SF
 VENTS REQUIRED - 7.5 SF
 6" HIGH VENTS, TYP.
 (5) 3' x 6" VENTS PER BUILDING; 15 LINEAR FEET * 6" H = 7.5 SF
- VENT LOCATION



RELOCATABLE BUILDING - SITE PLAN **A8**
1/4" = 1'-0"



NEW PATH - SITE PLAN **A10**
1/4" = 1'-0"

HARRINGTON EARLY CHILD DEVELOPMENT CENTER - RELOCATABLE STRUCTURES
OXNARD SCHOOL DISTRICT
2501 GISLER AVE OXNARD CA 93033

JOB	21336.40
SCALE	AS NOTED
PM	DM
DATE	05/22/2018

RELOCATBLE BUILDING

**PERKINS
— EASTMAN
Dougherty**

3194 D AIRPORT LOOP DRIVE
COSTA MESA, CA 92626
F 714. 427. 0288 T 714. 427. 0277

A101

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 ~~THIRTYFOUR (334)~~ CALENDAR DAYS beginning September ~~8~~ 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 | General Conditions |
| Agreement | Special Conditions |
| Labor and Material Payment Bond | Specifications |
| Performance Bond | Drawings |
| Cert of Contractor & Subcontractor DIR Reg | |

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: 9/19/18

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 Change Order No. 003 to Construction Services Agreement #17-218 with Viola Constructors Inc. to adjust costs for the Kinder/Flex Project at Ritche Elementary School (Penanhoat/Fateh/CFW)

It was discovered during the pre-construction confirmation of underground utility locations that there is an electrical service line running under the original location of the Ritche modular classroom building. This utility was not shown on the as-built surveys provided to the Architect during the design phase of the work. The building was relocated to a part of the site that is not impacted by the underground utility. CCD #02 was submitted by the Architect to DSA for this work and was approved on June 14, 2018.

This change order includes survey work, additional utility trenching and piping, and additional paving required by the building relocation.

Change Order No. 003 provides for the Board's consideration and approval of two (2) change proposals: PCO #009 and PCO #010 with the following scope of work:

- PCO #009 – Additional Survey, Plumbing and Electrical
- PCO #010 – Additional Trenching and AC Paving

FISCAL IMPACT

Sixty-Eight Thousand Six Hundred Sixteen Dollars and Forty-Five Cents (\$68,616.45) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 003 to Construction Services Agreement #17-218 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at Ritche Elementary School.

ADDITIONAL MATERIAL

Attached:

- Change Order #003, Viola Constructors Inc. (2 Pages)
- PCO #009 (13 Pages)
- PCO #010 (7 Pages)
- Construction Services Agreement #17-218 Viola Constructors Inc. (30 Pages)



CHANGE ORDER

Date: 09.19.2018

CHANGE ORDER NO. 003

PROJECT: Kinder/Flex Project at Ritche Elementary School
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-218

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT Flewelling and Moody
815 Colorado Blvd., Ste. 200
Los Angeles, CA 90041

CONTRACTOR:
Viola Constructors Inc.
1144 Commercial Avenue
Oxnard, CA 93031
Attn: Pat Waid

Architects Proj. No.: 2781-400
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118730

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 783,053.18
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (002).....	\$ 379,146.26
ADJUSTED CONTRACT SUM.....	\$ 835,219.54
NET CHANGE -	\$ 68,616.45
Total Change Orders to Date: 003.....	\$ 447,762.71
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 003.....	\$1,230,815.89

Commencement Date:April 19, 2018
Original Completion Date:August 29, 2018
Original Contract Time:132 Calendar Days
Time Extension for all Previous Change Orders:000 Calendar Days
Time Extension for this Change Order:062 Calendar Days
Adjusted Completion Date:October 30, 2018

Percentage (57.18%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #009 – Additional Survey, Plumbing and Electrical	\$18,918.77			
2.	PCO #010 – Additional Trenching and AC Paving	\$49,697.68			
3.					
4.					
5.	Totals	68,616.45			

Total Change Order No. 003 \$ 68,616.45

**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: _____



Viola Incorporated
 PO BOX 5624
 Oxnard, California 93031
 Phone: (805) 487-3871
 Fax: (805) 487-3870

Project: 17-26 - Ritchen Elementary School New Addition
 2200 Cabrillo Way, Oxnard CA
 Oxnard, California 93030
 Phone: 805-487-3871

Prime Contract Potential Change Order #009: Additional Survey, Plumbing and Electrical

TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	FROM:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	009 / 0	CONTRACT:	1 - Ritchen Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Justine Legaspi (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	7/16 /2018
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:		TOTAL AMOUNT:	\$18,918.77

POTENTIAL CHANGE ORDER TITLE: Additional Survey, Plumbing and Electrical

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #007 - Relocation - Precision Plumbing
 Precision Plumbing costs for the relocation of the Ritchen bldg.

CE #013 - Relocation - Benner and Carpenter
 Benner and Carpenter costs for the relocation of the Ritchen bldg

CE #014 - Relocation - Scott and Sons
 Scott and Sons costs for the relocation of the Ritchen bldg.

CE #017 - Relocation - M&T
 M&T costs for the relocation of the Ritchen bldg

ATTACHMENTS:

[Precision Plumbing COR#2.pdf](#) [Precision Plumbing Rates.pdf](#) [Relocation - Benner and Carpenter.pdf](#) [FeeScheduleBC17.pdf](#) [Scott and Sons.pdf](#) [Scott and Sons Wage Sheet.pdf](#) [M&T CCD 2A Ritchen Revised.pdf](#) [M&T Labor Rates.pdf](#)

#	Cost Code	Description	Type	Amount
1	22-00-00 - Plumbing	Precision Plumbing costs for the relocation of the Ritchen bldg	Commitment	\$ 1,980.00
2	01-01-10 - Bond	Viola Mark Up	Other	\$ 19.80
3	01-01-20 - Insurance	Viola Mark Up	Other	\$ 29.70
4	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 148.50
5	01-71-23 - Field Engineering	Benner and Carpenter costs for the relocation of the Ritchen bldg	Professional Services	\$ 1,260.00
6	01-01-10 - Bond	Viola Mark Up	Other	\$ 12.60
7	01-01-20 - Insurance	Viola Mark Up	Other	\$ 18.90
8	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 94.50
9	26-00-00 - Electrical	Scott and Sons costs for the relocation of the Ritchen bldg.	Commitment	\$ 8,263.30

10	01-01-10 - Bond	Viola Mark Up	Other	\$ 82.63
11	01-01-20 - Insurance	Viola Mark Up	Other	\$ 123.95
12	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 619.75
13	06-10-53 - Miscellaneous Rough Carpentry	M&T costs for the relocation of the Ritchen bldg	Commitment	\$ 5,695.58
14	01-01-10 - Bond	Viola Mark Up	Other	\$ 56.96
15	01-01-20 - Insurance	Viola Mark Up	Other	\$ 85.43
16	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 427.17
Subtotal:				\$18,918.77
Grand Total:				\$18,918.77

Mike Stahlheber (Flewelling & Moody)

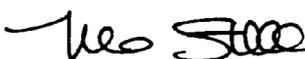
815 Colorado Blvd Suite 200
 Los Angeles California 90041

Oxnard Unified School District

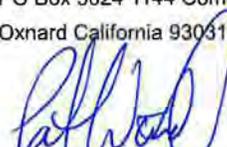
1051 South A Street
 Oxnard California 93030

Viola Inc.

PO Box 5624 1144 Commercial Avenue
 Oxnard California 93031

 8/30/18

SIGNATURE DATE

 7.30.18

SIGNATURE DATE

8	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 94.50
9	26-00-00 - Electrical	Scott and Sons costs for the relocation of the Ritchen bldg.	Commitment	\$ 8,263.30
10	01-01-10 - Bond	Viola Mark Up	Other	\$ 82.63
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Grand Total:				\$18,918.77

Mike Stahlheber (Flewelling & Moody)
 815 Colorado Blvd Suite 200
 Los Angeles California 90041

Oxnard Unified School District
 1051 South A Street
 Oxnard California 93030

Viola Inc.
 PO Box 5624 1144 Commercial Avenue
 Oxnard California 93031

 **8/30/18**

SIGNATURE

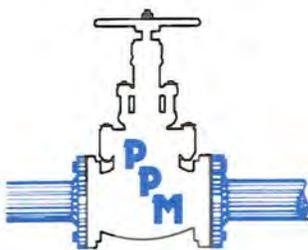
DATE

SIGNATURE

DATE

SIGNATURE

DATE



PRECISION Plumbing-Mechanical

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

Proposal

Page No. of Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

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

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

_____ dollars (\$ _____)

Payment to be made as follows:

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

Authorized Signature _____ Ryan Ramirez _____

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

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

Signature _____

Date of Acceptance: _____

Signature _____

PRECISION PLUMBING LABOR BREAKDOWN

July 1, 2018 REGULAR TIME

	Foreman	Journeyman	Apprentice 5th Year	4th Year	3rd Year	2nd Year	1st Year
Base Rate	\$52.93	\$46.03	\$36.82	\$32.22	\$27.62	\$23.02	\$20.71
Taxable Fringe Vacation/Holiday	\$3.56	\$3.25	\$2.95	\$2.65	\$2.36	\$2.06	\$1.76
Adjusted Base Rate	\$56.49	\$49.28	\$39.77	\$34.87	\$29.98	\$25.08	\$22.47
**FICA 7.65%	\$4.32	\$3.77	\$3.04	\$2.67	\$2.29	\$1.92	\$1.72
*** State Unemploy. 6.2%	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22
**** Fed. Unemploy .8%	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
***** Workers Comp.	\$2.75	\$2.40	\$1.93	1.70	1.46	2.04	1.83
Gen Lia/Auto 7.75%	\$4.38	\$3.82	\$3.08	\$2.70	\$2.32	\$1.94	\$1.74
Ins/Taxes Total	\$11.70	\$10.24	\$8.31	\$7.32	\$6.33	\$6.16	\$5.54
Fringes							
Pension	\$7.75	\$7.75	\$4.84	\$4.47	\$4.14	\$0.00	\$0.00
H&W	\$8.16	\$8.16	\$8.16	\$8.16	\$8.16	\$8.16	\$0.00
National Pen	\$3.00	\$3.00	\$0.90	\$0.90	\$0.90	\$0.38	\$0.38
UA Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Ret. X-Mas	\$0.75	\$0.75	\$0.70	\$0.64	\$0.59	\$0.00	\$0.00
A & J	\$1.85	\$1.85	\$1.19	\$1.16	\$1.11	\$1.10	\$1.03
Pipe	\$0.60	\$0.60	\$0.54	\$0.54	\$0.54	\$0.54	\$0.48
LMCC	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
Continued Education	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
Fringes Total	\$22.86	\$22.86	\$17.08	\$16.62	\$16.19	\$10.93	\$2.64
Sub Total	\$91.05	\$82.38	\$65.16	\$58.81	\$52.50	\$42.17	\$30.65
O/H & Profit 24%	\$21.85	\$19.77	\$15.64	\$14.11	\$12.60	\$10.12	\$7.36
Total Labor Rate	\$112.90	\$102.15	\$80.79	\$72.93	\$65.10	\$52.29	\$38.01

* Does not include truck charge



BENNER and CARPENTER, INC.

CIVIL ENGINEERS • LAND SURVEYORS

506 EAST MAIN STREET
SANTA PAULA, CALIFORNIA 93060
(805) 525-3396
FAX # (805) 656-1989

PROPOSAL FOR CONSTRUCTION SURVEYING SERVICES

DATE: 6/27/2018

License #: L.S. 7998
DIR Reg. #1000001843
CA. Cert. Small Business #1955

Extra Services

BID DATE: 6/27/2018

JOB: RITCHEN ELEMENTARY SCHOOL

CCD 2A

QUOTE TO: Viola Incorporated

Office computations, and one set of rough grade stakes for
new building location.

Our Price: \$1,260

Exclusions: Lost or Destroyed stakes to be reset on an hourly basis.

Price is valid for 90 days of proposal date.

Lev. 20:24

Celebrating Over 40 Years in Business

October 1, 2017

*BENNER AND CARPENTER, INC.
HOURLY FEE SCHEDULE*

Clerical	\$ 70.00 per hour
Engineering/Surveying Assistant	125.00 per hour
Designer-Computer	130.00 per hour
Senior Designer-Computer	150.00 per hour
Project Director	150.00 per hour
Planning Director	150.00 per hour
Designer-Engineering	150.00 per hour
Registered Engineer	155.00 per hour
Licensed Surveyor	155.00 per hour
Principal Surveyor	180.00 per hour
Principal Engineer	180.00 per hour
One-Man Robotic Crew	182.00 per hour
Two-Man Field Crew	240.00 per hour
Three-Man Field Crew	300.00 per hour
One-Man GPS Field Crew	207.00 per hour
Two-Man GPS Field Crew	265.00 per hour

Note: Fees are subject to change.

Scott And Sons Electric

1433 Arundell Ave. Ventura, CA 93003
PH (805) 642-8547 *** FAX (805) 642-8548

CO 533-01

TO: Viola Construction
SPEC. SEC. #: 260000, 270000, 280000
JOB NAME: Oxnard School District Ritche Elementary School

ATTN: Pat Waid
TRADE: Electrical

JOB ADDRESS:

DATE SUBMITTED: 5/23/2018

LICENSE NO: 700054
DIR #: 1000000877

PHONE NO: (805) 642-8547
FAX NO: (805) 642-8548

PLANS & SPECS	FOB JOBSITE	INSTALLED	TAX INCLUDED	ADDENDUMS
YES	YES	YES	YES	N/A

Total Change Order: \$ 8,263.30

INCLUDES:

Additional trenching, conduit, and wire for the relocation of the modular building.

Credit for deleted the 2/0 wire that is being replaced by 4/0 wire.

EXCLUDES:

See Contract

CO 533-01

Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$4,600.99
Quotes	0.00
Sales Tax (7.75%)	356.58
Total Material	\$4,957.57
Labor	
Direct (27.46 hours @ \$80.00)	\$2,196.80
Non-Productive Labor	0.00
Total Labor (27.46 hours)	\$2,196.80
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$7,154.37
Overhead (10.00%)	715.44
Profit (5.00%)	393.49
Job Total	\$8,263.30
Actual Bid Price	
	\$8,263.30
Material to Direct Labor ratio: 0.69	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$1,108.93
Net Profit %	4.76

CO 533-01
Job Number: 858
Extension By Phase

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
--- 02 Wire & Cable ---						
2789	West Penn D975	68	0.18 E	12.29	4.50 M	0.31
2790	West Penn AQC225	68	0.46 E	31.40	5.50 M	0.38
2794	#4 THHN CU Stranded Wire	65	0.79 E	51.35	8.50 M	0.55
2799	#2/0 THHN CU Stranded Wire	-1,040	2.20 E	-2,288.00	15.00 M	-15.60
2801	#4/0 THHN CU Stranded Wire	1,300	3.44 E	4,472.00	20.00 M	26.00
--- 02 Wire & Cable Total ---				2,279.04		11.64
--- 06 Underground/Site ---						
1189	1" PVC Conduit	65	35.00 C	22.75	1.75 C	1.14
1192	2" PVC Conduit	130	0.75 E	97.50	2.50 C	3.25
1194	3" PVC Conduit	65	1.45 E	94.25	3.25 C	2.11
2366	2"x3" Base Spacer	24	73.43 C	17.90	5.00 C	1.22
2368	4"x3" Base Spacer	8	85.54 C	6.95	6.00 C	0.49
7078	24"Wx36"D Trench-Back Hoe	65	20.00 E	1,300.00	0.08 E	5.20
7131	2 Sack Slurry/Concrete (Cu. Yards)	12	65.00 E	782.60	0.20 E	2.41
--- 06 Underground/Site Total ---				2,321.95		15.82
Job Total				4,600.99		27.46

HOURLY COST DATA SHEET

Prepared by Los Angeles County Chapter, NECA
EMPLOYER'S COST PER HOUR FOR IBEW ELECTRICIANS
VENTURA COUNTY - IBEW LOCAL #952 (Zone A)
Period of July 30, 2018 - December 30, 2018
 (Based on Journeyman Base Rate of \$39.08 Per Hour)

DIRECT COST ITEMS (PER HOUR)	JOURNEYMAN			FOREMAN			GEN'L FOREMAN			APPRENTICES (indentured <u>on or after</u> October 1, 2012)																		TRAFFIC TECH.		
	Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time	40%			45%			50%			60%			70%			85%			75%		
										Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time
Wage ¹	\$39.08	\$58.62	\$78.16	\$43.50	\$65.25	\$87.00	\$47.91	\$71.87	\$95.82	\$15.63	\$23.45	\$31.26	\$17.59	\$26.39	\$35.18	\$19.54	\$29.31	\$39.08	\$23.45	\$35.18	\$46.90	\$27.36	\$41.04	\$54.72	\$33.22	\$49.83	\$66.44	\$29.31	\$43.97	\$58.62
Health Fund - \$8.18 per hour worked	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18
Pension - \$16.64 per straight time hour worked ²	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28	N/A	N/A	N/A	N/A	N/A	N/A	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
Training Fund - \$1.00 per hour worked	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
National Pension (NEBF) 3% of Gross Payroll	1.17	1.76	2.34	1.31	1.96	2.61	1.44	2.16	2.87	0.47	0.70	0.94	0.53	0.79	1.06	0.59	0.88	1.17	0.70	1.06	1.41	0.82	1.23	1.64	1.00	1.49	1.99	0.88	1.32	1.76
Industry Fund (NEIF) NECA Members Only 1% of Gross Payroll	0.39	0.59	0.78	0.44	0.65	0.87	0.48	0.72	0.96	0.16	0.23	0.31	0.18	0.26	0.35	0.20	0.29	0.39	0.23	0.35	0.47	0.27	0.41	0.55	0.33	0.50	0.66	0.29	0.44	0.59
Administrative Maintenance Fund (AMF) Non-NECA Members only 0.5% of Gross Payroll ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cooperation Committee ²	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	N/A	N/A	N/A	N/A	N/A	N/A	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Soc. Sec.-7.65%	2.99	4.48	5.98	3.33	4.99	6.66	3.67	5.50	7.33	1.20	1.79	2.39	1.35	2.02	2.69	1.49	2.24	2.99	1.79	2.69	3.59	2.09	3.14	4.19	2.54	3.81	5.08	2.24	3.36	4.48
Federal Unemployment Tax - 0.8% Applied to maximum of \$7,000.00 earnings ⁴	0.31	0.47	0.63	0.35	0.52	0.70	0.38	0.57	0.77	0.13	0.19	0.25	0.14	0.21	0.28	0.16	0.23	0.31	0.19	0.28	0.38	0.22	0.33	0.44	0.27	0.40	0.53	0.23	0.35	0.47
Workers Compensation ⁵	2.29	2.29	2.29	2.55	2.55	2.55	2.81	2.81	2.81	1.81	1.81	1.81	2.04	2.04	2.04	2.26	2.26	2.26	2.72	2.72	2.72	3.17	3.17	3.17	1.95	1.95	1.95	1.72	1.72	1.72
Liability Insurance - 5% ⁶	1.95	2.93	3.91	2.18	3.26	4.35	2.40	3.59	4.79	0.78	1.17	1.56	0.88	1.32	1.76	0.98	1.47	1.95	1.17	1.76	2.35	1.37	2.05	2.74	1.66	2.49	3.32	1.47	2.20	2.93
State Unemployment - 6.2% Applied to maximum of \$7,000.00 earnings ⁴	2.42	3.63	4.85	2.70	4.05	5.39	2.97	4.46	5.94	0.97	1.45	1.94	1.09	1.64	2.18	1.21	1.82	2.42	1.45	2.18	2.91	1.70	2.54	3.39	2.06	3.09	4.12	1.82	2.73	3.63
DIRECT COST PER HOUR	\$76.92	\$109.41	\$141.90	\$82.68	\$117.87	\$153.09	\$88.38	\$126.32	\$164.25	\$30.33	\$39.97	\$49.64	\$32.98	\$43.85	\$54.72	\$52.75	\$73.14	\$93.53	\$58.02	\$80.86	\$103.69	\$63.32	\$88.55	\$113.80	\$69.35	\$98.20	\$127.05	\$64.28	\$90.73	\$117.16
DIRECT COST BURDEN	97%	90%	84%	95%	83%	78%	88%	78%	73%	107%	78%	64%	99%	73%	60%	185%	158%	146%	158%	137%	126%	140%	121%	112%	115%	101%	94%	127%	111%	103%

IMPORTANT NOTES TO THIS DATA SHEET

- ¹ For Zone B wages, add \$5.00 to all rates. See section 3.16(b) and (c) of the agreement for zone definitions.
- ² First year (40% and 45%) apprentices and unindentured apprentices are excluded from Local Pension and LMCC.
- ³ AMF for NECA Members is included in the NEIF contribution, and is not included as a separate item in the Direct Cost per Hour Computation.
- ⁴ Based on information available at time of publication. Subject to experience modification.
- ⁵ Since the minimum rate rule for Worker's Comp. Insurance is no longer in effect, rates will vary widely between insurance companies. Check with your carrier to verify your rates for planning purposes. The following rates are used for the purposes of this chart only and may not be indicative of your rates.
 - Code 5140 - (over \$32/hr) = \$5.87 per \$100 of payroll.
 - Code 5190 - (below \$32/hr) = \$11.59 per \$100 of payroll.
- ⁶ Electrical wiring within buildings - Public liability code 17315. Other rates apply to other codes. Public Liability Rates are for "Operations" only. Serious consideration should be given to other coverages (eg. Completed Operations).

This information is provided as a courtesy to NECA members, and no express or implied guarantee of mathematical or factual accuracy is made by Los Angeles County Chapter, NECA.

Work Order Proposal

Viola Inc.

P.O. Box 5624
 Oxnard, CA 93037
 Phone: 805.487.3
 Fax: 805.487.3870

Work order #001

Project: Ritche Kinderflex
Location: 519 Harvard
Field Directive # CCD 2A

7/12/2018

Description of change:

Disassemble existing playground equipment and store on site
 Rework fencing for new Modular location
 Additional dumpsters for demolition

Person s	Trade Classification	Hours	Pay Rate	Total Cost
1	Foreman	16	\$90.28	\$1,444.48
2	Journeyman Carpenters	16	\$77.26	\$1,236.16
1	Laborer	8	\$68.38	\$547.04
		0		
		0		

Own or Rental Equipment Used	Hours	Hour Rate	Total Cost

Material Costs	Quantity	Unit Rate	Total Cost
40yd3 Dumpsters	3	\$575.00	\$1,725.00
		\$0.00	\$0.00
		\$0.00	\$0.00
			\$0.00
			\$0.00
			\$0.00

Subtotal \$4,952.68

Overhead and Profit 15% \$742.90

Total Cost \$5,695.58

Contractor Representative	Date	Owner Representative	Date

M&T Labor Rates (Jul. 1 - Dec. 31, 2018)
(Standard Time)

	Wage & Fringe Benefit			Burden				Insurance			Hourly Rate		
	Base Rate ST	Vacation	Fringes	6.20% FICA	1.45% Medicare	6.20% SUI	2.70% FUTA	(100%ExMod) WC Rate	Workers Comp	Gen Liability	ST	15% Markup	20% Markup
Field Operations Mgr	\$ 49.41	\$ 9.42	\$ 13.42	\$ 3.65	\$ 0.85	\$ 3.65	\$ 1.59	0.91%	\$ 0.54	\$ 2.00	\$ 84.52	\$ 97.20	\$ 101.42
Project Superintendent	\$ 49.41	\$ 9.42	\$ 13.42	\$ 3.65	\$ 0.85	\$ 3.65	\$ 1.59	10.70%	\$ 6.29	\$ 2.00	\$ 90.28	\$ 103.82	\$ 108.33
Project Manager											\$ -	\$ -	\$ -
Field Engineer											\$ -	\$ -	\$ -
Foreman	\$ 45.41	\$ 6.19	\$ 13.42	\$ 3.20	\$ 0.75	\$ 3.20	\$ 1.39	10.70%	\$ 5.52	\$ 2.00	\$ 81.08	\$ 93.25	\$ 97.30
Journeyman	\$ 42.41	\$ 6.19	\$ 13.42	\$ 3.01	\$ 0.70	\$ 3.01	\$ 1.31	10.70%	\$ 5.20	\$ 2.00	\$ 77.26	\$ 88.85	\$ 92.71
Carpenter 8th	\$ 38.17	\$ 6.19	\$ 11.51	\$ 2.75	\$ 0.64	\$ 2.75	\$ 1.20	10.70%	\$ 4.75	\$ 2.00	\$ 69.95	\$ 80.45	\$ 83.95
Carpenter 7th	\$ 33.93	\$ 6.19	\$ 11.51	\$ 2.49	\$ 0.58	\$ 2.49	\$ 1.08	10.70%	\$ 4.29	\$ 2.00	\$ 64.56	\$ 74.25	\$ 77.47
Carpenter 6th	\$ 31.81	\$ 6.19	\$ 10.51	\$ 2.36	\$ 0.55	\$ 2.36	\$ 1.03	10.70%	\$ 4.07	\$ 2.00	\$ 60.86	\$ 69.99	\$ 73.04
Carpenter 5th	\$ 29.69	\$ 6.19	\$ 10.51	\$ 2.22	\$ 0.52	\$ 2.22	\$ 0.97	10.70%	\$ 3.84	\$ 2.00	\$ 58.17	\$ 66.89	\$ 69.80
Carpenter 4th	\$ 27.57	\$ 6.19	\$ 9.25	\$ 2.09	\$ 0.49	\$ 2.09	\$ 0.91	10.70%	\$ 3.61	\$ 2.00	\$ 54.21	\$ 62.34	\$ 65.05
Carpenter 3rd	\$ 25.45	\$ 6.19	\$ 8.51	\$ 1.96	\$ 0.46	\$ 1.96	\$ 0.85	10.70%	\$ 3.39	\$ 2.00	\$ 50.77	\$ 58.39	\$ 60.93
Carpenter 2nd	\$ 21.21	\$ 5.19	\$ 4.51	\$ 1.64	\$ 0.38	\$ 1.64	\$ 0.71	19.65%	\$ 5.19	\$ 2.00	\$ 42.46	\$ 48.83	\$ 50.96
Carpenter 1st	\$ 16.96	\$ 5.19	\$ 4.51	\$ 1.37	\$ 0.32	\$ 1.37	\$ 0.60	19.65%	\$ 4.35	\$ 2.00	\$ 36.68	\$ 42.18	\$ 44.01
Laborer Grp 1	\$ 34.24	\$ 4.84	\$ 16.65	\$ 2.42	\$ 0.57	\$ 2.42	\$ 1.06	10.70%	\$ 4.18	\$ 2.00	\$ 68.38	\$ 78.64	\$ 82.06
Laborer Grp 2	\$ 34.79	\$ 4.84	\$ 16.65	\$ 2.46	\$ 0.57	\$ 2.46	\$ 1.07	10.70%	\$ 4.24	\$ 2.00	\$ 69.07	\$ 79.44	\$ 82.89
Laborer App 1st Period	\$ 18.62	\$ 3.39	\$ 8.23	\$ 1.36	\$ 0.32	\$ 1.36	\$ 0.59	19.65%	\$ 4.32	\$ 2.00	\$ 40.21	\$ 46.24	\$ 48.25
Laborer App 2nd Period	\$ 20.48	\$ 3.39	\$ 8.23	\$ 1.48	\$ 0.35	\$ 1.48	\$ 0.64	19.65%	\$ 4.69	\$ 2.00	\$ 42.74	\$ 49.16	\$ 51.29

Notes:

Carpenters - Effective July 1, 2018, an increase of \$2.20: Base Wage Rate (\$ 1.16), Vacation (\$ 0.50) & Fringes (\$ 0.54).

Laborers - Effective July 1, 2018, an increase of \$2.00: Base Wage Rate (\$ 1.05), Vacation (\$ 0.25) & Fringes (\$ 0.70).



PCO #010

Viola Incorporated
 PO BOX 5624
 Oxnard, California 93031
 Phone: (805) 487-3871
 Fax: (805) 487-3870

Project: 17-26 - Ritche Elementary School New Addition
 2200 Cabrillo Way, Oxnard CA
 Oxnard, California 93030
 Phone: 805-487-3871

Prime Contract Potential Change Order #010: Additional Trenching and AC Paving

TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	FROM:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	010 / 0	CONTRACT:	1 - Ritche Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Justine Legaspi (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	7/16 /2018
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:		TOTAL AMOUNT:	\$49,697.68

POTENTIAL CHANGE ORDER TITLE: Additional Trenching and AC Paving

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
 CE #008 - Relocation - Toro
 Toro costs for the relocation of the Ritche bldg.

ATTACHMENTS:

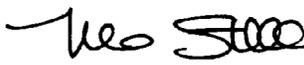
[New Paved Area markup CCD.pdf](#) [Ritche Plans Original Paved Areas.pdf](#) [Toro Rates.pdf](#) [Toro.pdf](#)

#	Cost Code	Description	Type	Amount
1	32-12-16 - Asphalt Paving	Toro costs for the relocation of the Ritche bldg	Commitment	\$ 45,179.70
2	01-01-10 - Bond	Viola Mark Up	Other	\$ 451.80
3	01-01-20 - Insurance	Viola Mark Up	Other	\$ 677.70
4	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 3,388.48
			Subtotal:	\$49,697.68
			Grand Total:	\$49,697.68

Mike Stahlheber (Flewelling & Moody)
 815 Colorado Blvd Suite 200
 Los Angeles California 90041

Oxnard Unified School District
 1051 South A Street
 Oxnard California 93030

Viola Inc.
 PO Box 5624 1144 Commercial Avenue
 Oxnard California 93031

 8/30/18
 SIGNATURE DATE

 SIGNATURE DATE

 7.30.18
 SIGNATURE DATE



CHANGE ORDER REQUEST

Toro Enterprises, Inc.
 P.O. Box 6285
 Oxnard, CA. 93031
 P: 805-483-4515
 F: 805-483-2001

06/29/2018

www.toroenterprises.com

License No. 710580 A

CA DIR #1000002410

Toro Enterprises, Inc. Is an
 Equal Opportunity Employer

JOB NO. #8953 RFCO #1 REV. 1
 JOB NAME: RITCHEN E.S.
 DESCRIPTION: ADDS / CREDITS DUE TO PLAN CHANGES
 ESTIMATOR: MATT WHITE

TO VIOLA INC.
 P.O. BOX 5624
 OXNARD, CA 93031
 (805) 487-3871

Client #	Description	Quantity	Unit	Unit Price	Ext Price
ADDS DUE TO PLAN CHANGE					
1	ADD - 5" PCC ON 6" CMB PER 12&13/A1.04	1,278.000	SF	\$ 10.25	\$13,099.50
2	ADD 3" AC ON 6" CMB	4,232.000	SF	\$ 7.50	\$31,740.00
3	UTILITY TRENCH PATCH (INCLUDES T-CUT PER OXN 602) AND MOBILIZATION	280.000	SF	\$ 22.40	\$6,272.00
CREDIT CONTRACT					
4	CREDIT 3" AC ON 6" CMB	- 446.000	SF	\$ 13.30	(\$5,931.80)
Grand Total:					\$45,179.70

Date: _____ Accepted By: _____

Print Name: _____

STANDARD CONDITIONS

1. THE ABOVE PRICES EXPIRE ON 9/1/18

STANDARD EXCLUSIONS

1. TRAFFIC CONTROL, TRAFFIC CONTROL PLAN, CONSTRUCTION SIGNS, POSTING.

Cost Report

Toro Enterprises
9039_C001

5
RFCO #1 - 5" PCC & 3" AC FOR SEWER LIFT

Matt White

Page 1 of 3
07/16/2018 11:23 AM

Biditem
10

5" PCC ON 6" CMB PER 6/A1.04 (SEWER LIFT AREA)

Takeoff Qty: 240.000 SF
Bid Qty: 240.000 SF

Client #: 1

	Base Labor	Burden	Total Labor	Equipment	Perm Mats	Const Mats	Sub	TRUCKING	SHR/PMP/SW	Total
U. Cost	7.22	6.47	13.69	3.68	3.87	2.08	0.00	0.00	0.00	23.31
Total	1,732.30	1,553.25	3,285.55	882.00	927.95	500.00	0.00	0.00	0.00	5,595.50

	Manhours	Unit/MH	MH/Unit	\$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
	43.3600	5.5351	0.1807	129.0475	39.9516	75.7738	20.5509

Activity: 23313 DUMP & FINISH BASE 5" PCC ON 6" CMB Quantity: 240 Unit: SF

	Base Labor	Burden	Total Labor	Equipment	Perm Mats	Const Mats	Sub	TRUCKING	SHR/PMP/SW	Total
U. Cost	2.76	2.33	5.09	1.75	0.47	2.08	0.00	0.00	0.00	9.39
Total	661.32	560.18	1,221.50	420.00	113.00	500.00	0.00	0.00	0.00	2,254.50

	Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
	6.8396	0.0167	60.0000	410.3750	0.5000	480.0000	0.0021	4,509.0000

	Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
	16.0000	15.0000	0.0667	76.3438	2.7555

Calendar: 508 5 - 8 HOUR DAYS Hrs/Shift: 8 WC: AVE Average Workers Comp Rate

Crew: FGSM Small Fine Grade Crew Prod: US 480 Eff: 100.00 Crew Hrs: 4.00 Labor Pcs: 4.00 Equipment Pcs: 4.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
20101	Class II Recycled Base T&T	1.00	9.00	TN	12.00	100.00	12.00	108.00
20507	Environmental Fee	1.00	1.00	LD	5.00	100.00	5.00	5.00
313	IN HOUSE MOVE CHARGES	1.00	4.00	HR	125.00	100.00	125.00	500.00
8CMPI24R	DD24 GRADE / AC ROLLER	1.00	4.00	HR	30.00	100.00	30.00	120.00
8LDRILDRSKP	SKIP LDR. JD 210	1.00	4.00	HR	35.00	100.00	35.00	140.00
8TRKTRKPUTK	PICKUP TRUCK	1.00	4.00	HR	20.00	100.00	20.00	80.00
8TRLITRLWTR	WATER TRAILER	1.00	4.00	HR	20.00	100.00	20.00	80.00
LAB-1-2	LABORER GRP 1&2	2.00	8.00	MH	33.19	100.00	63.21	505.69
OPFM	OPERATOR FOREMAN	1.00	4.00	MH	50.44	100.00	90.65	362.61
OPGC	GRADE CHECKER	1.00	4.00	MH	48.51	100.00	88.30	353.20

Activity: 4203 SET & POUR 5" PCC ON 6" CMB (4 MAN) Quantity: 240 Unit: SF

	Base Labor	Burden	Total Labor	Equipment	Perm Mats	Const Mats	Sub	TRUCKING	SHR/PMP/SW	Total
U. Cost	3.88	3.62	7.50	1.75	3.16	0.00	0.00	0.00	0.00	12.41
Total	931.20	869.31	1,800.51	420.00	757.20	0.00	0.00	0.00	0.00	2,977.71

	Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
	9.2521	0.0250	40.0000	370.0850	0.7500	320.0000	0.0031	3,970.2800

	Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
	24.0000	10.0000	0.1000	75.0213	3.8800

Calendar: 508 5 - 8 HOUR DAYS Hrs/Shift: 8 WC: AVE Average Workers Comp Rate

Crew: CONCSP Set & Pour Crew Prod: US 320 Eff: 100.00 Crew Hrs: 6.00 Labor Pcs: 4.00 Equipment Pcs: 2.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
24101	520C2500 Mix	1.00	4.50	CY	92.00	100.00	92.00	414.00
24501	Expansion Paper & Cap	1.00	60.00	LF	0.60	100.00	0.60	36.00
24601	Environment - Fuel Charge	1.00	1.00	LD	145.00	100.00	145.00	145.00
24605	Misc Mat. Sidewalk	1.00	240.00	SF	0.08	100.00	0.08	19.20
24801	Buy Rebar	1.00	0.13	TN	1,100.00	100.00	1,100.00	143.00

8TRKTRKCRWT	CREW TRUCK	1.00	6.00	HR	25.00	100.00	25.00	150.00
8TRKTRKLFMT	LARGE FORM TRUCK	1.00	6.00	HR	45.00	100.00	45.00	270.00
CM-1&2	CEMENT MASON 1&2	3.00	18.00	MH	36.00	100.00	71.61	1,288.91
CMFM	CEMENT MASON FOREMAN	1.00	6.00	MH	47.20	100.00	85.27	511.60

Activity: 4205 JOINT SEAL & PCC SEAL 5" PCC (2 MAN) Quantity: 240 Unit: SF

	Base Labor	Burden	Total Labor	Equipment	Perm Mats	Const Mats	Sub	TRUCKING	SHR/PMP/SW	Total
U. Cost	0.58	0.52	1.10	0.18	0.24	0.00	0.00	0.00	0.00	1.51
Total	139.78	123.76	263.54	42.00	57.75	0.00	0.00	0.00	0.00	363.29

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
1.2731	0.0070	143.0018	182.0533	0.2098	1,144.0148	0.0009	1,731.7047

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
3.3600	71.4286	0.0140	78.4345	0.5824

Calendar: 508 5 - 8 HOUR DAYS Hrs/Shift: 8 WC: AVE Average Workers Comp Rate
 Crew: CONCSS Small Set Up Crew Prod: US 1144.0148 Eff: 100.00 Crew Hrs: 1.68 Labor Pcs: 2.00 Equipment Pcs: 1.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
24405	Joint Sealant	1.00	0.21	EA	135.00	100.00	135.00	28.35
24409	Sealer	1.00	0.84	EA	35.00	100.00	35.00	29.40
8TRKTRKCRWT	CREW TRUCK	1.00	1.68	HR	25.00	100.00	25.00	42.00
CM-1&2	CEMENT MASON 1&2	1.00	1.68	MH	36.00	100.00	71.60	120.29
CMFM	CEMENT MASON FOREMAN	1.00	1.68	MH	47.20	100.00	85.27	143.25

Biditem 3" AC ON 6" CMB (8' X 8' SEWER LIFT AREA)

20

Takeoff Qty: 1.000 LS
 Bid Qty: 1.000 LS

Client #: 2

	Base Labor	Burden	Total Labor	Equipment	Perm Mats	Const Mats	Sub	TRUCKING	SHR/PMP/SW	Total
U. Cost	330.66	280.08	610.74	170.00	309.00	0.00	0.00	0.00	0.00	1,089.74
Total	330.66	280.08	610.74	170.00	309.00	0.00	0.00	0.00	0.00	1,089.74

Manhours	Unit/MH	MH/Unit	\$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
8.0000	0.1250	8.0000	136.2175	41.3325	76.3425	0.5000

Activity: 23313 DUMP & FINISH BASE & PAVE 3" AC ON 6" CMB Quantity: 16 Unit: SF

	Base Labor	Burden	Total Labor	Equipment	Perm Mats	Const Mats	Sub	TRUCKING	SHR/PMP/SW	Total
U. Cost	20.67	17.51	38.17	10.63	19.31	0.00	0.00	0.00	0.00	68.11
Total	330.66	280.08	610.74	170.00	309.00	0.00	0.00	0.00	0.00	1,089.74

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
48.7963	0.1250	8.0000	390.3700	0.2500	64.0000	0.0156	4,358.9600

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
8.0000	2.0000	0.5000	76.3425	20.6663

Calendar: 508 5 - 8 HOUR DAYS Hrs/Shift: 8 WC: AVE Average Workers Comp Rate
 Crew: FGSM Small Fine Grade Crew Prod: US 64 Eff: 100.00 Crew Hrs: 2.00 Labor Pcs: 4.00 Equipment Pcs: 3.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
20101	Class II Recycled Base T&T	1.00	1.00	TN	12.00	100.00	12.00	12.00
20507	Environmental Fee	1.00	1.00	LD	5.00	100.00	5.00	5.00
22103	1/2" Mix Transfer	1.00	4.00	TN	71.00	100.00	71.00	284.00
22315	Environmental Fee	1.00	1.00	LD	5.50	100.00	5.50	5.50
2WEEDKILL	WEED KILL	1.00	0.10	EA	25.00	100.00	25.00	2.50
8CMPI24R	DD24 GRADE / AC ROLLER	1.00	2.00	HR	30.00	100.00	30.00	60.00
8LDRILDRSKP	SKIP LDR. JD 210	1.00	2.00	HR	35.00	100.00	35.00	70.00
8TRKTRKPUTK	PICKUP TRUCK	1.00	2.00	HR	20.00	100.00	20.00	40.00

LAB-1-2	LABORER GRP 1&2	2.00	4.00	MH	33.19	100.00	63.21	252.85
OPFM	OPERATOR FOREMAN	1.00	2.00	MH	50.44	100.00	90.65	181.30
OPGC	GRADE CHECKER	1.00	2.00	MH	48.51	100.00	88.30	176.59

Report Summary

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	TRUCKING	SHR/PMP/SW	Total
Total	2,063	1,833	3,896	1,052	1,237	500	0	0	0	6,685

Job Notes

1-855-231-7876

Estimate created on: 03/23/2018 by User#: 6 - Brian Bohnsack

Source used: G:\UTILITY\BLANK\BLANK.zip (a backup) from 07/27/2017 6:12:20 PM

*****Estimate created on: 06/29/2018 by User#: 5 - Matt White

Source estimate used: G:\EST\TORO-MASTER

Calendars Used In Estimate

508

5 - 8 HOUR DAYS

ORIGINAL PAVED AREA

EXISTING CONCRETE WALKWAY

94'-2 $\frac{1}{2}$ " (13 A1.04 TYP.)

(E) 100.00'

71'-6"

5'-6"

9'-1"

8'-1"

5'-5"

3' X 2' ACCESS VENT

Original Paved Area = 3191ft

AREA OF REFUGE
50'X28' = 1400 SF
1400/3 = 467 PEOPLE

PROPOSED KINDER FLEX CLASS ROOM BUILDING
F.F. 100.65'

Total Area
6,050.2 sf

EXISTING TURF

(13 A1.04 TYP.)

(13 A1.04 TYP.)

EXISTING RUBBER PLAY SURFACE

EXISTING SIDEWALK

68'-0"

40'-0"

6'-0" X 8" VENT TYPICAL FOR 5'

16'-0"

11'-7"

ASSUMED PROPERTY LINE

29'-4"

22'-7"

22'-0"

12'-8"

10'-0"

NEW DECORATIVE STEEL FENCE, SEE 8/A1.04

18'-6"

NEW 3'-0" WIDE PEDESTRIAN GATE, SEE 2/A1.04

8'-6 $\frac{1}{2}$ "

92'-5 $\frac{1}{2}$ "

67'-5"

(13 A1.04 TYP.)

EXISTING CONCRETE

EXISTING A.C. PAVING

100.20'

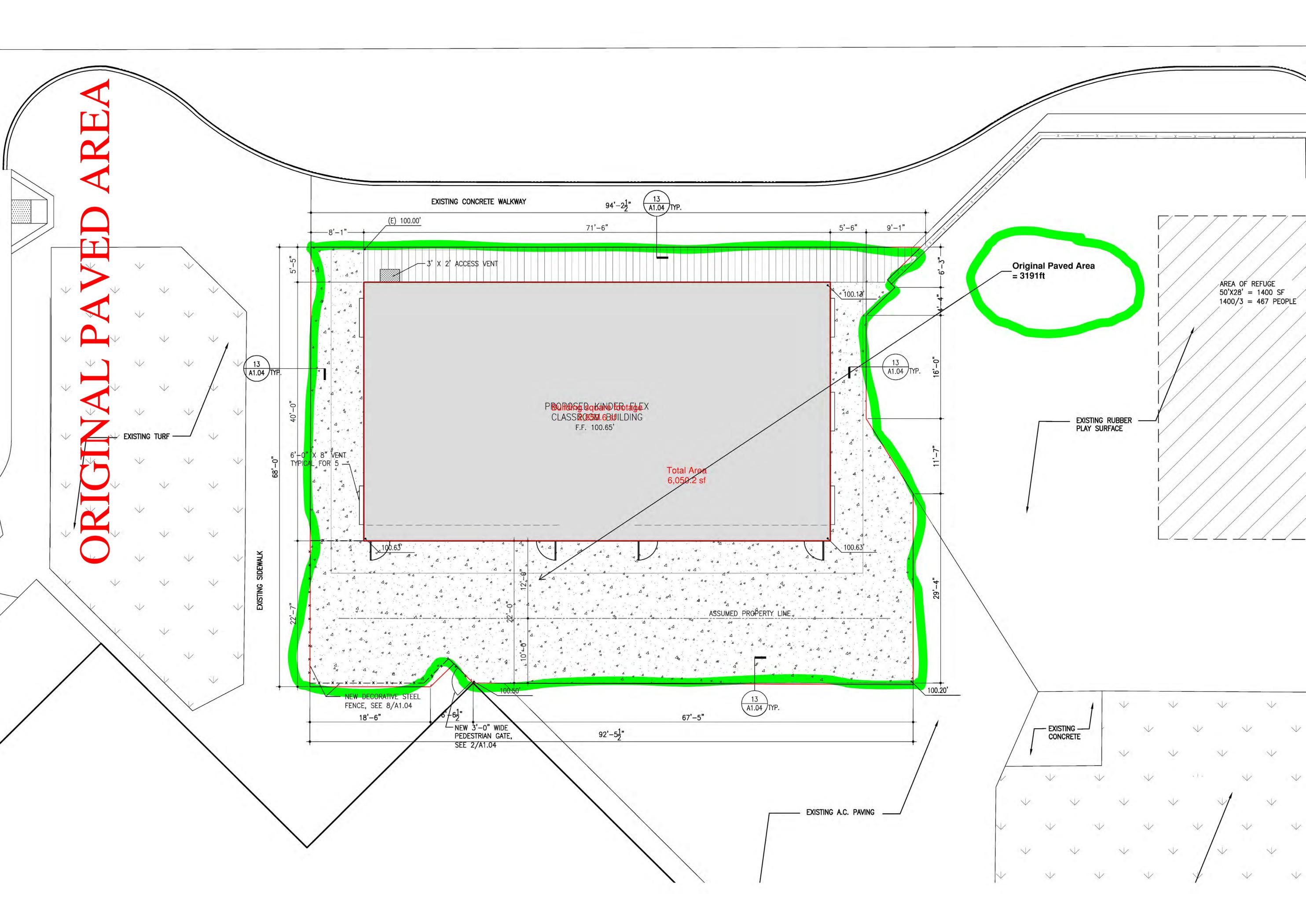
100.50'

100.63'

100.63'

100.63'

100.63'



COPY

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CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Ritchen Elementary School, located at 2200 Cabrillo Way, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is

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incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services**. The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site**. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
-
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional

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services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have

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been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

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Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

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SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the ~~DSA or regulatory agencies, permits and occupancy permits,~~ and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss, of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District

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representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications");

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and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted.

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Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
-
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. ~~No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.~~

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these

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Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

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materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters

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covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola Inc.
1144 Commercial Ave.
Oxnard, CA 93035
Attn: Patrick Waid

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If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 Victoria Avenue, Suite #106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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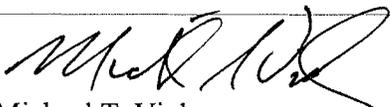
IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

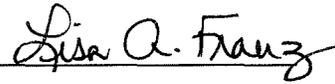
CONTRACTOR

Viola Inc.
1144 Commercial Avenue
Oxnard, CA 93031
Patrick Waid, Operations Manager

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030

By: 
Michael T. Viola
Title: CEO
Date: 11/8/2017

By: Lisa A. Franz 
Lisa A. Franz
Title: Director, Purchasing
Date: 11-28-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of
California

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

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EXHIBIT B

Oxnard School District – Ritche ES New Addition

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)** to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

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2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.~~
- ~~D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.~~

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E. ~~Deliverable:~~ A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
-
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

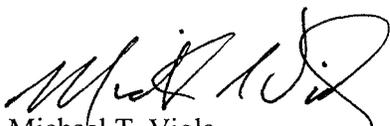
A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

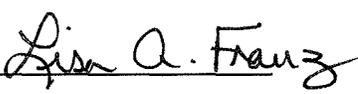
B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:

**OXNARD SCHOOL DISTRICT,
a California school district:**

By: 
Michael T. Viola

By: Lisa A. Franz 

Title: CEO

Title: Director, Purchasing

Date: 11/8/2017

Date: 11-28-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2017

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Debbie Irwin PHONE (A/C, No, Ext): (805) 585-6100 FAX (A/C, No): (805) 585-6200 E-MAIL ADDRESS: dirwin@tolmanandwiker.com															
INSURED Viola Inc. P. O. Box 5624 Oxnard CA 93031		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Westchester Fire Ins Co</td> <td>21121</td> </tr> <tr> <td>INSURER B: West American Ins Co</td> <td>44393</td> </tr> <tr> <td>INSURER C: RSUI Indemnity Co</td> <td>22314</td> </tr> <tr> <td>INSURER D: Everest National Ins Co</td> <td>010120</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: Westchester Fire Ins Co	21121	INSURER B: West American Ins Co	44393	INSURER C: RSUI Indemnity Co	22314	INSURER D: Everest National Ins Co	010120	INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 17/18 GL/AU/XS/WC - **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	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"/> Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G22012782012 Excludes all WRAP/OCIP Work	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" 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			BAA (18) 56449245	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Drive other car \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA242238	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	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	7600000614171	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Ritchen Elementary School New Addition, Site Location: 2200 Cabrillo Way, Oxnard, CA 93030
GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and representatives are Additional Insured as respects to the above mentioned project per (GL) CG020101185.
GL: A Waiver of Subrogation is added in favor of the Additional Insured per CG24041093. GL/AU: This insurance is Primary & Non-Contributory to any other insurance held by the Additional Insured per the (GL) GLE00070196 and (AU) CA00010306. Endorsements apply only when required by written contract during the policy term.

CERTIFICATE HOLDER Oxnard School District 1055 South C Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Greg Anderson/DEBII 

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

~~As required by written contract signed by both parties prior to loss.~~

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc., M&T Concrete, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017
Insured By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY .

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

- c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Other Insurance

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

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.



56449245

001450

275

of 70

37

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 9/19/18

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 Change Order No. 014 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 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 the Lemonwood K-8 School (“Project”). The Project includes the construction of new school facilities at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/gymnasium, a 2-story classroom building, kindergarten classroom building and playfields, hardscape and green space to service the new school.

Change Order No. 014 provides for the Board’s consideration and approval of three (3) change proposals: PCI’s 0342.4, 0342.6, and 0342.7r1 with the following scope of work:

- PCI 0342.4 – Import and export soils from Phase 1 to Phase 2
- PCI 0342.6 – Stockpiles 15 and 16
- PCI 0342.7r1 – Phase 2 sampling and testing costs

FISCAL IMPACT

Two Hundred Seventy-Seven Thousand Three Hundred Seventy-Five Dollars and Nineteen Cents (\$277,375.19) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 014 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood K-8 School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Change Order #014, Swinerton Builders (2 Pages)
- PCI 0342.4 (8 Pages)
- PCI 0342.6 (26 Pages)
- PCI 0342.7r1 (13 Pages)
- Construction Services Agreement #15-198, Swinerton Builders (19 Pages)



CHANGE ORDER

Date: 09.19.2018

CHANGE ORDER NO. 014

PROJECT: LEMONWOOD K-8 RECONSTRUCTION PROJECT
O.S.D. BID No. N/A
O.S.D. Agreement No. 15-198

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
3 MacArthur Place, Ste. 850
Santa Ana, CA 92707

CONTRACTOR:
Swinerton Builders
865 S. Figueroa St.,
Los Angeles, CA 90017
Attn: Michael Darquea

Architects Proj. No.: 2013-40121
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116026

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATIONS. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 29,575,897.91
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-013).....	\$ 3,307,151.12
ADJUSTED CONTRACT SUM.....	\$ 32,883,049.03
NET CHANGE -	\$ 277,375.19
<hr/>	
Total Change Orders to Date: 014.....	\$ 3,584,526.31
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 014.....	\$ 33,160,424.22

Commencement Date: May 23, 2016
Original Completion Date: July 23, 2018
Original Contract Time: 791 Calendar Days
Time Extension for all Previous Change Orders: 157 Calendar Days
Time Extension for this Change Order: 0 Calendar Days
Adjusted Completion Date: February 18, 2019

Percentage (12.12%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI 0342.4 – Import and export soils from Phase 1 to Phase 2	\$67,952.20			
2.	PCI 0342.6 – Stockpiles 15 and 16	\$196,188.25			
3.	PCI 0342.7r1 – Phase 2 sampling and testing costs	\$13,234.74			
	Totals	\$277,375.19			

Total Change Order No. 014 \$ 277,375.19

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



SWINERTON

August 22, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0342.4 Import and export soils from Ph. I to Ph. II

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Due to soil unsuitable for reuse being removed from Phase II, soil was imported from Phase I to complete Phase II Building pads. Excess sandy soils unsuitable for building pad use exported from Phase II to replenish soils removed from Phase I.

Phase	Category	Description	Subcontractor	Quote
015136	71150	Dust control- City of Oxnard water		353.86
310010	71140	Due to soil unsuitable for reuse being removed from Phase II, soil was imported from Phase I to complete Phase II Building pads.	Groundbreakers Construction Inc	33,775.40
310010	71140	Excess sandy soils unsuitable for building pad use exported from Phase II to replenish soils removed from Phase I.	Groundbreakers Construction Inc	28,177.65
			Subtotal	62,306.91
007480	71160	Subguard	1.15%	716.53
007410	71160	Builders Risk	0.6%	378.14
007420	71160	General Insurance	1.15%	724.77
007510	71160	P&P Bond	1%	619.53
991000	79999	Change Order Fee	5%	3,206.32
			Markup Subtotal	5,645.29
			PCI Total	67,952.20

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **67,952.20**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to



SWINERTON

show the effect of this revision on the final project completion date..

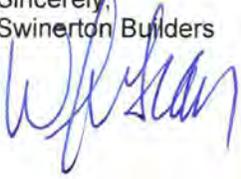
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders


Date: 9/22/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Water, Sewer & Refuse Bill

For billing inquiries call (805) 385-7816
 For Refuse services call (805) 385-8060
 Visit us at: www.oxnard.org

Utility Billing • 214 South C Street, Oxnard, CA 93030-5712

SERVICE ADDRESS 68472597 FIRE HYDRANT METER

ACCOUNT #	291039-278085	CYCLE-ROUTE	20-01	BILLING DATE	08/01/18	CURRENT CHARGES PAST DUE ON	08/22/18
-----------	---------------	-------------	-------	--------------	----------	-----------------------------	----------

OXN0801A *** 7000003609 00.0013.0246 3419/1
 AUTO MIXED AADC 926



SWINERTON BUILDERS
 JOB#16055106
 2300 CLAYTON RD SUITE 800
 CONCORD CA 94520-2166

Total Current Charges	\$	353.86*
Past Due	\$	54.47
Total Amount Due	\$	408.33

*** PAYMENT MUST BE RECEIVED BY THE PAST DUE DATE OR A 10% PENALTY WILL BE ADDED.**

DETACH, TURN OVER, AND INCLUDE THIS STUB WITH PAYMENT

CUSTOMER NAME	SWINERTON BUILDERS	SERVICE ADDRESS	68472597 FIRE HYDRANT METER
---------------	--------------------	-----------------	-----------------------------

ACCOUNT #	291039-278085	CYCLE-ROUTE	20-01	BILLING DATE	08/01/18	CURRENT CHARGES PAST DUE ON	08/22/18
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Last Bill Amount	\$	808.37
Payments		-789.66
Adjustments		35.76
Past Due	\$	54.47

Last payment amount/date: \$ 432.10 07/23/18

	Service Period	Days	Meter Number	Current Reading	Previous Reading	* HCF Usage
FH	06/28/18 through 07/31/18	33	68472597	1719.60	1675.40	44.20

*HCF (Hundred Cubic Feet) = 748.05 gallons

Service	Consumption	Charge	Total
FH WATER FH - 3"	06/28/18 to 07/31/18	353.86	353.86

Total Current Charges	\$	353.86
Past Due	\$	54.47
Total Amount Due	\$	408.33

RECEIVED BY

AUG 06 2018

SIERRA DOMINGUEZ
 CONCORD FRONT DESK



342.4



PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
6/19/18	3978

Bill To

Swinerton Builders
 Bill Gray
 17731 Mitchell North Suite 200
 Irvine, CA 92614

Job Info

Lemonwood K-8
 2200 Carnegie Court
 Oxnard, CA 93033
 PHASE 1-11

Qty	Description	Rate	Amount
<i>EXPORT SOIL FROM PHASE 1 TO PHASE 2</i>			
8	Laborer	76.40	611.20
14	Operator	98.55	1,379.70
4	Water Truck	75.00	300.00
7	Dozer	220.00	1,540.00
7	Scraper	235.00	1,645.00
1	15% O&P on Equipment and Material	522.75	522.75
	Subtotal		5,998.65
<i>STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT) UNTIL TESTING IS COMPLETED ON 5/17/18</i>			
6	Operator	98.55	591.30
3	Excavator	200.00	600.00
2	Dozer	220.00	440.00
1	Scraper	235.00	235.00
1	15% O&P on Equipment and Material	191.25	191.25
	Subtotal		2,057.55
<i>STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT) UNTIL TESTING IS COMPLETED ON 5/23/18</i>			
6	Laborer	76.40	458.40
5	Operator	98.55	492.75
5	Excavator	200.00	1,000.00
6	Truck and Tools	20.00	120.00
15	Dump Truck	105.00	1,575.00
1	15% O&P on Equipment and Material	404.25	404.25
	Subtotal		4,050.40
<i>STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT) UNTIL TESTING IS COMPLETED ON 5/24/18</i>			
8	Laborer	76.40	611.20
8	Operator	98.55	788.40
8	Excavator	200.00	1,600.00

Total

Prepared by: _____ Verified by: _____

Payments/Credits

*Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.*

Balance Due



PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
6/19/18	3978

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033
PHASE 1-11

Qty	Description	Rate	Amount
8	Truck and Tools	20.00	160.00
20	Dump Truck	105.00	2,100.00
1	TOMICIC's Street Sweeping	700.00	700.00
1	15% O&P on Equipment and Material	684.00	684.00
	Subtotal		6,643.60
STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT)			
UNTIL TESTING IS COMPLETED ON 5/25/18			
8	Laborer	76.40	611.20
7	Operator	98.55	689.85
7	Excavator	200.00	1,400.00
8	Truck and Tools	20.00	160.00
24	Dump Truck	105.00	2,520.00
1	TOMICIC's Street Sweeping	700.00	700.00
1	15% O&P on Equipment and Material	717.00	717.00
	Subtotal		6,798.05
STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT)			
UNTIL TESTING IS COMPLETED ON 5/29/18			
8	Operator	98.55	788.40
8	Excavator	200.00	1,600.00
30	Dump Truck	105.00	3,150.00
1	15% O&P on Equipment and Material	712.50	712.50
	Subtotal		6,250.90
STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT)			
UNTIL TESTING IS COMPLETED ON 5/30/18			
5	Operator	98.55	492.75
5	Excavator	200.00	1,000.00
2	Dump Truck	105.00	210.00
4	Truck and Tools	20.00	80.00
1	15% O&P on Equipment and Material	193.50	193.50
	Subtotal		1,976.25

Total \$33,775.40

Payments/Credits \$0.00

Balance Due \$33,775.40

Prepared by: _____ Verified by: _____

Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.



PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
7/12/18	3990

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033
Export 12,13 to Phase 1

Qty	Description	Rate	Amount
EXPORT 12,13 TO PHASE 1 ON 6/13/18			
3	Laborer	76.40	229.20
3	Operator	98.55	295.65
3	Excavator	200.00	600.00
14	Dump Truck	105.00	1,470.00
3	Water Truck	75.00	225.00
4	Truck and Tools	20.00	80.00
1	15% O&P on Equipment and Material	356.25	356.25
	Subtotal		3,256.10
EXPORT 12,13 TO PHASE 1 ON 6/14/18			
3	Laborer	76.40	229.20
3	Operator	98.55	295.65
3	Excavator	200.00	600.00
16	Dump Truck	105.00	1,680.00
3	Water Truck	75.00	225.00
4	Truck and Tools	20.00	80.00
1	15% O&P on Equipment and Material	387.75	387.75
	Subtotal		3,497.60
EXPORT 12,13 TO PHASE 1 ON 6/15/18			
3	Laborer	76.40	229.20
3	Operator	98.55	295.65
3	Scraper	235.00	705.00
3	Water Truck	75.00	225.00
3	Truck and Tools	20.00	60.00
1	15% O&P on Equipment and Material	148.50	148.50
	Subtotal		1,663.35
EXPORT 12,13 TO PHASE 1 ON 6/18/18			
3	Laborer	76.40	229.20
3	Operator	98.55	295.65

Total

Payments/Credits

Balance Due

Prepared by: _____ Verified by: _____

Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.



PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
7/12/18	3990

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033
Export 12,13 to Phase 1

Qty	Description	Rate	Amount
3	Excavator	200.00	600.00
16	Dump Truck	105.00	1,680.00
3	Water Truck	75.00	225.00
4	Truck and Tools	20.00	80.00
1	15% O&P on Equipment and Material	387.75	387.75
	Subtotal		3,497.60
	<i>EXPORT 12,13 TO PHASE 1 ON 6/19/18</i>		
3	Laborer	76.40	229.20
3	Operator	98.55	295.65
3	Excavator	200.00	600.00
16	Dump Truck	105.00	1,680.00
4	Truck and Tools	20.00	80.00
1	15% O&P on Equipment and Material	354.00	354.00
	Subtotal		3,238.85
	<i>EXPORT 12,13 TO PHASE 1 ON 7/2/18</i>		
10	Laborer	76.40	764.00
6	Operator	98.55	591.30
6	Scraper	235.00	1,410.00
8	Truck and Tools	20.00	160.00
1	15% O&P on Equipment and Material	235.50	235.50
	Subtotal		3,160.80
	<i>EXPORT 12,13 TO PHASE 1 ON 7/3/18</i>		
10	Laborer	76.40	764.00
3	Laborer Overtime	101.44	304.32
22	Operator	98.55	2,168.10
3	Operator Overtime	131.31	393.93
8.5	Excavator	200.00	1,700.00
2	Water Truck	75.00	150.00
10.5	Dozer	220.00	2,310.00

Total

Payments/Credits

Balance Due

Prepared by: _____ Verified by: _____

Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.



PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
7/12/18	3990

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033
Export 12,13 to Phase 1

Qty	Description	Rate	Amount
4	Scraper	235.00	940.00
16	Truck and Tools	20.00	320.00
1	15% O&P on Equipment and Material	813.00	813.00
	Subtotal		9,863.35

Total \$28,177.65

Payments/Credits \$0.00

Balance Due \$28,177.65

Prepared by: _____ Verified by: _____

*Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.*



SWINERTON

August 2, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0342.6 Stockpile, test, load and legally dispose Ph.II soils identified as stockpiles 15&16

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Stockpile, test, and legally dispose of soils generated during Ph II site work grading operations. Stockpiles 15-16 transported and disposed of at Chiquita Landfill.

Phase	Category	Description	Subcontractor	Quote
024100	71140	Stockpile, test, and legally dispose of soils generated during Ph II site work grading operations. Stockpiles 15-16 transported and disposed of at Chiquita Landfill. Transport and dispose unsuitable materials	AMERICAN INTEGRATED SERVICES, INC.	131,771.86
310010	71140	Load stockpiles 15-16	GROUNDBREAKERS CONSTRUCTION INC	21,105.88
310010	71140	Stockpile Ph. II site grading soils, maintain stockpiles	GROUNDBREAKERS CONSTRUCTION INC	27,002.35
			Subtotal	179,880.09
007480	71160	Subguard	1.15%	2,068.62
007410	71160	Builders Risk	0.6%	1,091.69
007420	71160	General Insurance	1.15%	2,092.41
007510	71160	P&P Bond	1%	1,798.80
991000	79999	Change Order Fee	5%	9,256.64
			Markup Subtotal	16,308.16
			PCI Total	196,188.25

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **196,188.25.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..



SWINERTON

- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: _____

8/02/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



American Integrated Services, Inc.
P.O. Box 92316
Long Beach CA 90809-2316
(310) 522-1168

License: 757133

Invoice

Invoice#: 1001105
AIS Project#: 36114
Date: 07/30/2018

Billed To: SWINERTON BUILDERS
17731 MITCHELL NORTH #200
IRVINE CA 92614

Project: LEMONWOOD K8-2200 CARNEGIE CRT
2200 CARNEGIE COURT
OXNARD CA 93033

Contact:

Phone: (562) 597-1055

Description of Services: 36114 Swinerton JW Demo

Client Project#:

Client PO#:

Qty	Description	Service Date	Unit Price	Amount
1.00	T&D Non Haz Soil to Chiquita		\$131,771.86	\$131,771.86

Remit to Address:

American Integrated Services, Inc.
P.O. Box 92316
Long Beach, CA 90809-2316

American Integrated Services Tax ID No.
95-4698255

Non-Taxable Amount:	\$131,771.86
Taxable Amount:	\$0.00
Sales Tax:	\$0.00
Amount Due	\$131,771.86

Date	Load	Load #	Manifest #	WT #	Vehicle	Tons	AOC
7/21/18	1	1	0536800	1278237	AIS-GS108	21.49	STCK 15
7/21/18	1	2	0536801	1278242	A-GS101	23.35	STCK 15
7/21/18	1	3	0536853	1278245	AIS-102	23.15	STCK 15
7/21/18	1	4	0536854	1278287	AIS-GS104	24.60	STCK 15
7/21/18	1	5	0536855	1278269	AIS-67	27.11	STCK 15
7/21/18	1	6	0536856	1278272	A-ES333	25.94	STCK 15
7/21/18	1	7	0536857	1278283	A-Z10	26.08	STCK 15
7/21/18	1	8	0536858	1278292	ERS-GT05	24.53	STCK 15
7/21/18	1	9	0536859	1278296	A-CT01	23.76	STCK 15
7/21/18	1	10	0536860	1278297	A-K25	25.37	STCK 15
7/21/18	1	11	0536861	1278305	A-UT3	25.06	STCK 15
7/21/18	1	12	0536862	1278308	A-525	23.76	STCK 15
7/21/18	1	13	0536863	1278307	A-24	26.55	STCK 15
7/21/18	1	14	0536864	1278318	A-CT5	24.33	STCK 15
7/21/18	1	15	0536825	1278325	A-02	21.74	STCK 15
7/21/18	1	16	0536826	1278327	A-B44	25.93	STCK 15
7/21/18	1	17	0536827	1278330	A-202	24.87	STCK 15
7/21/18	1	18	0536828	1278335	A-E02	24.69	STCK 15
7/21/18	1	19	0536829	1278336	A-RT07	24.64	STCK 15
7/21/18	1	20	0536830	1278341	A-05	24.85	STCK 15
7/21/18	1	21	0536831	1278342	A-MC232	24.93	STCK 15
7/21/18	1	22	0536832	1278348	A-1021	24.57	STCK 15
7/21/18	1	23	0536833	1278343	AIS-M15	24.61	STCK 15
7/21/18	1	24	0536834	1278350	ICS-GE01	26.80	STCK 15
7/21/18	1	25	0536835	1278358	WE-SS1001	25.91	STCK 15
7/21/18	1	26	0536836	1278370	AIS-102	22.71	STCK 15
7/21/18	1	27	0536837	1278354	A-GS101	24.22	STCK 15
7/21/18	1	28	0536838	1278360	AIS-GS108	24.84	STCK 15
7/21/18	1	29	0536839	1278376	WE-P1081	24.68	STCK 15
7/21/18	1	30	0536840	1278383	AIS-67	26.32	STCK 15
7/21/18	1	31	0536841	1278385	A-ES333	25.37	STCK 15
7/21/18	1	32	0536842	1278388	A-186	25.03	STCK 15
7/21/18	1	33	0536843	1278393	A-Z10	24.76	STCK 15
7/21/18	1	34	0536844	1278394	ERS-GT05	24.35	STCK 15
7/21/18	1	35	0536845	1278395	A-K25	24.90	STCK 15
7/21/18	1	36	0536846	1278403	A-CT01	22.68	STCK 15
7/21/18	1	37	0537694	1278402	A-24	25.74	STCK 15
7/21/18	1	38	0537695	1278413	A-UT3	26.03	STCK 15
7/21/18	1	39	0537696	1278415	A-525	23.86	STCK 15
7/21/18	1	40	0537697	1278416	A-CT5	25.22	STCK 15
7/21/18	1	41	0537698	1278425	A-B44	26.77	STCK 15
7/21/18	1	42	0537699	1278429	A-02	25.78	STCK 15
7/21/18	1	43	0537700	1278430	A-202	24.70	STCK 15
7/21/18	1	44	0537701	1278450	A-E02	27.50	STCK 15

Oxnard School District
 Lemonwood Elementary School
 CHIQUITA CANYON #2321
 American Integrated Servcies
 SOIL NONHAZARDOUS DISPOSAL LOG



Date	Load	Load #	Manifest #	WT #	Vehicle	Tons	AOC
7/21/18	1	45	0537702	1278448	A-RT07	24.62	STCK 15
7/21/18	1	46	0537703	1278445	AIS-M15	26.50	STCK 15
7/21/18	1	47	0537704	1278458	A-05	25.82	STCK 15
7/21/18	1	48	0537705	1278454	A-MC232	24.83	STCK 15
7/21/18	1	49	0537706	1278455	A-1021	25.38	STCK 15
7/21/18	1	50	0537707	1278463	ICS-GE01	25.89	STCK 15
7/21/18	1	51	0537708	1278462	WE-SS1001	25.81	STCK 15
7/21/18	1	52	0537709	1278467	WE-P1081	26.33	STCK 15
7/23/18	1	53	0537710	1278560	A-GS101	24.90	STCK 15
7/23/18	1	54	0537711	1278565	AIS-102	22.78	STCK 15
7/23/18	1	55	0537712	1278572	A-02	25.43	STCK 15
7/23/18	1	56	0537713	1278577	A-B44	28.66	STCK 15
7/23/18	1	57	0537714	1278582	A-01	23.75	STCK 15
7/23/18	1	58	0537715	1278584	A-E02	25.80	STCK 15
7/23/18	1	59	0537716	1278587	A-MC232	25.75	STCK 15
7/23/18	1	60	0537717	1278593	A-05	26.30	STCK 15
7/23/18	1	61	0537718	1278592	A-186	26.83	STCK 15
7/23/18	1	62	0537719	1278596	ICS-GE01	24.83	STCK 15
7/23/18	1	63	0537720	1278603	A-1021	24.07	STCK 15
7/23/18	1	64	0537721	1278602	A-RT07	26.36	STCK 15
7/23/18	1	65	0537722	1278713	AIS-102	23.29	STCK 15
7/23/18	1	66	0537723	1278718	A-GS101	24.07	STCK 15
7/23/18	1	67	0537724	1278722	A-02	27.58	STCK 15
7/23/18	1	68	0537725	1278721	A-B44	27.62	STCK 15
7/23/18	1	69	0537726	1278727	A-01	24.57	STCK 15
7/23/18	1	70	0537727	1278730	A-E02	26.39	STCK 15
7/23/18	1	71	0537728	1278731	A-186	27.05	STCK 15
7/23/18	1	72	0537729	1278742	A-05	27.05	STCK 15
7/23/18	1	73	0537730	1278745	ICS-GE01	24.93	STCK 15
7/23/18	1	74	0537731	1278747	A-RT07	25.29	STCK 15
7/23/18	1	75	0537732	1278763	A-1021	27.08	STCK 15
7/23/18	1	76	0537733	1278775	A-MC232	24.61	STCK 15
7/23/18	1	77	0537734	1278862	A-GS101	24.84	STCK 15
7/23/18	1	78	0537735	1278864	AIS-102	22.38	STCK 15
7/23/18	1	79	0537736	1278874	A-02	27.54	STCK 15
7/23/18	1	80	0537737	1278884	A-B44	26.25	STCK 15
7/23/18	1	81	0537738	1278887	A-01	27.58	STCK 15
7/23/18	1	82	0537739	1278896	A-186	23.00	STCK 15
7/23/18	1	83	0537740	1278897	A-E02	28.06	STCK 15
7/23/18	1	84	0537741	1278898	ICS-GE01	25.34	STCK 15
7/23/18	1	85	0537742	1278900	A-RT07	26.57	STCK 15
7/23/18	1	86	0537743	1278904	A-05	25.70	STCK 15
7/23/18	1	87	0537744	1278936	A-1021	22.72	STCK 15
7/26/18	1	88	0537745	1280173	AIS-GS104	23.48	STCK 15

Oxnard School District
 Lemonwood Elementary School
 CHIQUITA CANYON #2321
 American Integrated Services
 SOIL NONHAZARDOUS DISPOSAL LOG



Date	Load	Load #	Manifest #	WT #	Vehicle	Tons	AOC
7/26/18	1	89	0537746	1280494	A-01	24.32	STCK 15
7/26/18	1	90	0537747	1280491	A-02	27.79	STCK 15
7/26/18	1	91	0537748	1280187	A-E02	26.27	STCK 15
7/26/18	1	92	0537749	1280188	A-RT07	24.42	STCK 15
7/26/18	1	93	0537750	1280194	A-05	25.29	STCK 15
7/26/18	1	94	0537751	1280195	AIS-M15	23.14	STCK 15
7/26/18	1	95	0537752	1280291	AIS-GS104	25.34	STCK 15
7/26/18	1	96	0537753	1280290	A-02	25.09	STCK 15
7/26/18	1	97	0537754	1280299	A-01	24.85	STCK 15
7/26/18	1	98	0537755	1280332	A-E02	22.44	STCK 15
7/26/18	1	99	0537756	1280324	A-RT07	22.47	STCK 15
7/26/18	1	100	0537800	1280344	AIS-M15	20.80	STCK 15
7/26/18	1	101	0537799	1280351	A-05	25.79	STCK 15

TOTAL LOADS **101**

TOTAL TONS **2,535.72**



PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
8/1/18	4003

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033
Parking Lot Stockpile

Qty	Description	Rate	Amount
SOILS HANDLING ON 7/20/18			
7	Laborer	76.40	534.80
14	Operator	98.55	1,379.70
7	Excavator	200.00	1,400.00
6	Wheel Loader	220.00	1,320.00
7	Water Equipment	20.00	140.00
1	Mobilization	800.00	800.00
1	15% O&P on Equipment and Material	549.00	549.00
	Subtotal		6,123.50
SOILS HANDLING ON 7/21/18			
7	Laborer - Overtime	114.60	802.20
21	Operator - Overtime	147.83	3,104.43
7	Excavator	200.00	1,400.00
7	Wheel Loader	220.00	1,540.00
0	Water Equipment	20.00	0.00
1	15% O&P on Equipment and Material	441.00	441.00
	Subtotal		7,287.63
SOILS HANDLING ON 7/23/18			
8	Laborer	76.40	611.20
12	Operator	98.55	1,182.60
8	Excavator	200.00	1,600.00
8	Water Equipment	20.00	160.00
1	Mobilization	800.00	800.00
1	15% O&P on Equipment and Material	384.00	384.00
	Subtotal		4,737.80

Total

Payments/Credits

Balance Due

Prepared by: _____ Verified by: _____

Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.



PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
8/1/18	4003

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033
Parking Lot Stockpile

Qty	Description	Rate	Amount
SOILS HANDLING ON 7/25/18			
4	Operator	98.55	394.20
4	Excavator	200.00	800.00
1	15% O&P on Equipment and Material	120.00	120.00
	Subtotal		1,314.20
SOILS HANDLING ON 7/26/18			
5	Operator	98.55	492.75
5	Excavator	200.00	1,000.00
1	15% O&P on Equipment and Material	150.00	150.00
	Subtotal		1,642.75

Prepared by: _____ Verified by: _____

*Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.*

Total	\$21,105.88
Payments/Credits	\$0.00
Balance Due	\$21,105.88



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT LOG SHEET GBC Job #: 1607-2 Date: 7/20/18

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization

IN / OUT	Machine	Carrier	Rate	Total
IN	WA 320	GBC		\$800

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
CURTIS	O	7	-		17		
ERNIE	O	7			7		
MATT	L	7			7		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		7	200+operator	
Dump Truck			105	
Wheel Loader		6	220+operator	
Water Truck			75+operator	
Dozer			220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment	WATER EQUIP	7	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:	Subtotal: \$ _____
Client:	Overhead: _____ %
Contractor:	Profit: _____ %
7/20/18	Total: \$ _____

ATTN MITCHELL: THIS IS ALL OVERTIME (Sat work)



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT LOG SHEET GBC Job #: 1607-2 Date: 7/21/18

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
CURTIS	0	6	1		7		
ERNIE	0	6	1		7		
MATT	0	6	1		7		
PANCHO	L	6	1		7		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		7	200+operator	
Dump Truck			105	
Wheel Loader		7	220+operator	
Water Truck			75+operator	
Dozer			220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment	WATER EQUIP	7	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:

Client

Contractor

Subtotal: \$

Overhead: %

Profit: %

Total: \$

[Handwritten Signature] 7/21/18 *[Handwritten Signature]*



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT LOG SHEET GBC Job #: 1607-2 Date: 7/23/18

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization

IN / OUT	Machine	Carrier	Rate	Total
OUT	PCD 70			
OUT	De Mobilize W4320	GBC	\$800	

Laborer/Operator/ Superintendent Record

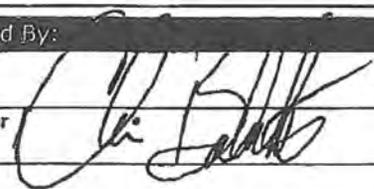
Name	O/L/S	In	Out	-Break	Hours	Rate	Total
CURTIS	O				4		
ISAAC	O				x 8		
PANCHO	L				x 8		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator	PCD 70	8	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer			220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment	+WATER EQUIP	x 8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:	 7/23/18	Subtotal: \$
Client		Overhead: %
Contractor		Profit: %
		Total: \$



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT LOG SHEET GBC Job #: 1607-2 Date: 7-25-18

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
ISAAC MARIN					4		
BC TO AIS							
FOR NOT SHOWING UP ON							
7/25/18							

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator	270	4	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer			220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment			20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:	Subtotal: \$
Client:	Overhead: %
Contractor: Isaac Marin	Profit: %
7/25/18	Total: \$



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT LOG SHEET GBC Job #: 1607-2 Date: 7-26-18

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report) 14 LOADS OUT

Equipment Mobilization

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
<u>ISAAC MARTINO</u>					<u>5</u>		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		<u>5</u>	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer			220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment			20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By: [Signature] Subtotal: \$ _____

Client: [Signature] 7/26/18 Overhead: _____ %

Contractor: SWINERTON Profit: _____ %

Total: \$ _____



PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
7/12/18	3991

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033
Parking Lot Stockpile

Qty	Description	Rate	Amount
STOCKPILE PARKING LOT FOR TESTING ON 6/18/18			
4	Laborer	76.40	305.60
8	Operator	98.55	788.40
8	Dozer	220.00	1,760.00
4	Truck and Tools	20.00	80.00
1	15% O&P on Equipment and Material	276.00	276.00
	Subtotal		3,210.00
STOCKPILE PARKING LOT FOR TESTING ON 6/22/18			
4	Laborer	76.40	305.60
6	Operator	98.55	591.30
2	Dozer	220.00	440.00
4	Scraper	235.00	940.00
6	Truck and Tools / Water / Plastic	20.00	120.00
1	15% O&P on Equipment and Material	225.00	225.00
	Subtotal		2,621.90
STOCKPILE PARKING LOT FOR TESTING ON 6/26/18			
4	Laborer	76.40	305.60
5	Operator	98.55	492.75
2	Excavator	235.00	470.00
3	Dozer	220.00	660.00
4	Truck and Tools / Water / Plastic	20.00	80.00
1	15% O&P on Equipment and Material	181.50	181.50
	Subtotal		2,189.85
STOCKPILE PARKING FOR EXPORT CLEAN UP PLASTIC TRASH ETC. ON 6/27/18			
4	Laborer	76.40	305.60
9	Operator	98.55	886.95
2	Excavator	200.00	400.00
3	Dozer	220.00	660.00
4	Scraper	235.00	940.00

Total

Payments/Credits

Balance Due

Prepared by: _____ Verified by: _____

Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.



PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
7/12/18	3991

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033
Parking Lot Stockpile

Qty	Description	Rate	Amount
4	Truck and Tools / Water / Plastic	20.00	80.00
1	15% O&P on Equipment and Material	312.00	312.00
	Subtotal		3,584.55
STOCKPILE PARKING LOT SPOILS FOR TESTING ON 6/28/18			
4	Laborer	76.40	305.60
14	Operator	98.55	1,379.70
2	Excavator	200.00	400.00
6	Dozer	220.00	1,320.00
6	Scraper	235.00	1,410.00
4	Truck and Tools / Water / Plastic Tools	20.00	80.00
1	15% O&P on Equipment and Material	481.50	481.50
	Subtotal		5,376.80
STOCKPILE PARKING FOR TESTING ON 6/29/18			
2	Laborer	76.40	152.80
6	Operator	98.55	591.30
2	Excavator	200.00	400.00
4	Dozer	220.00	880.00
4	Truck and Tools / Water / Plastic	20.00	80.00
1	15% O&P on Equipment and Material	204.00	204.00
	Subtotal		2,308.10
STOCKPILE PARKING SOILS FOR TESTING ON 7/2/18			
3	Laborer	76.40	229.20
10	Operator	98.55	985.50
2	Excavator	200.00	400.00
8	Dozer	220.00	1,760.00
4	Truck and Tools / Water / Plastic	20.00	80.00
1	15% O&P on Equipment and Material	336.00	336.00
	Subtotal		3,790.70

Total

Prepared by: _____ Verified by: _____

Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.

Payments/Credits
Balance Due



PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
7/12/18	3991

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033
Parking Lot Stockpile

Qty	Description	Rate	Amount
STOCKPILE PARKING LOT FOR TESTING ON 7/5/18			
1	Laborer	76.40	76.40
5	Operator	98.55	492.75
5	Excavator	200.00	1,000.00
4	Truck and Tools / Water / Plastic	20.00	80.00
1	15% O&P on Equipment and Material	162.00	162.00
	Subtotal		1,811.15
STOCKPILE PARKING FOR TESTING ON 7/10/18			
6	Operator	98.55	591.30
6	Excavator	200.00	1,200.00
6	Truck and Tools / Water / Plastic	20.00	120.00
1	15% O&P on Equipment and Material	198.00	198.00
	Subtotal		2,109.30

Total \$27,002.35

Payments/Credits \$0.00

Balance Due \$27,002.35

Prepared by: _____ Verified by: _____

*Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.*

Parking lot Stockpile & maint.



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT LOG SHEET GBC Job #: 1607-2 Date: ~~6/18~~ 6/18

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization: STOCKPILE PARKING LOT for testing

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
MAEV	0				8		8
BRANDON	2				8		16.5

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator			200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		8	220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By: _____	Subtotal: \$ _____
Client _____	Overhead: _____ %
Contractor _____	Profit: _____ %
	Total: \$ _____



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT LOG SHEET GBC Job #: 1607-2 Date: 6/22

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization: STOCKPILE PARKING LOT for testing

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
<u>Hector</u>	<u>O</u>				<u>6</u>		<u>6</u>
<u>MATTHEW</u>	<u>L</u>				<u>6</u>		<u>6</u>

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator			200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		<u>4</u>	220+operator	
Scraper		<u>2</u>	235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		<u>6</u>	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:	Subtotal: \$
Client	Overhead: %
Contractor	Profit: %
	Total: \$



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT LOG SHEET GBC Job #: 1607-2 Date: 6/26

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization STOCK FILE PACKING FOR TESTING

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
Hector	O/L				8	4-L 4-0	
MATTHEW	L				8		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		2	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		2	220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:	Subtotal: \$
Client	Overhead: %
Contractor	Profit: %
	Total: \$



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT LOG SHEET GBC Job #: 1607-2 Date: 6/27

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization STOCK PILE PARKING FOR EXPORT clean up plastic and etc.

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
HECTOR	L/O				8	-42 4-0	
CHIPPER	O				8		
BRYAN	L				8		
MATTHEW	L				8		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		4	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		4	220+operator	
Scraper		4	235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		16	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By: _____	Subtotal: \$ _____
Client _____	Overhead: _____ %
Contractor _____	Profit: _____ %
	Total: \$ _____



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT LOG SHEET GBC Job #: 1607-2 Date: 6/28

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization STOCK PILE PARKING Lot Soils Air testur

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
Hector	0				8		
CHIPPER	0				11		
BRYAN	L/O				8	21-6-0	
MATTHEW	L				8		
SWINERTON							

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		8	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		11	220+operator	
Scraper		6	235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		16	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:	Subtotal: \$
Client	Overhead: %
Contractor	Profit: %
	Total: \$



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT LOG SHEET GBC Job #: 1607-2 Date: 6/29/18

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization STOCK PILE PAVING & TESTING

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
CHIPPER	O				8		
BRIAN	O				8		
MATTHEW	L				8		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		4	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		8	220+operator	
Scraper			235+operator	
Skid Loader		4	140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By: _____	Subtotal: \$ _____
Client _____	Overhead: _____ %
Contractor _____	Profit: _____ %
	Total: \$ _____



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT LOG SHEET GBC Job #: 1607-2 Date: 7/2

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization STOCKPILE PARKING SOILS for testing

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
CHIPPER	0				10 9		
FRANK	0				7.5		
MATTHEW	L				8		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		7.5	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		10 9	220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By: _____	Subtotal: \$ _____
Client _____	Overhead: _____ %
Contractor _____	Profit: _____ %
	Total: \$ _____



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT LOG SHEET GBC Job #: 1607-2 Date: 7/5/18

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization STOCK PILE PARKING Lot for test

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
Hector	L/O				8		
MARTIN					5-L 3-0		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		2	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer			220+operator	
Scraper			235+operator	
Skid Loader		3	140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By: _____	Subtotal: \$ _____
Client _____	Overhead: _____ %
Contractor _____	Profit: _____ %
	Total: \$ _____



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT LOG SHEET GBC Job #: 1607-2 Date: ~~2/9/10~~ 7/10

Customer Name: SWINERTON BUILDERS

Job Name / Address: LEMONWOOD K-8 2200 CARNEGIE CT OXNARD, CA 93033

Description of Work: SOILS HANDLING (per 9/16/16 ATC Report)

Equipment Mobilization STOCK PILE PARKING FOR TESTING

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
<u>Lloyd</u>					<u>6.0</u>		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		<u>6</u>	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer			220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		<u>6</u>	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By: _____	Subtotal: \$ _____
Client _____	Overhead: _____ %
Contractor _____	Profit: _____ %
	Total: \$ _____



SWINERTON

August 23, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0342.7r1 Ph. II SMP sampling and testing

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Oversee DTSC requirements regarding Ph. II soils handling, stockpiling and testing.

Phase	Category	Description	Subcontractor	Quote
01352002	71150	Oversee DTSC requirements regarding Ph. II soils handling, stockpiling and testing.		2,400.00
01352002	71150	Oversee DTSC requirements regarding Ph. II soils handling, stockpiling and testing.		9,846.88
			Subtotal	12,246.88
007480	71160	Subguard	1.15%	140.84
007410	71160	Builders Risk	0.6%	74.33
007420	71160	General Insurance	1.15%	142.46
991000	79999	Change Order Fee	5%	630.23
			Markup Subtotal	987.86
			PCI Total	13,234.74

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **13,234.74.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



SWINERTON

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 8/23/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



INVOICE

Please Remit Payment to:
ATC Group Services LLC
Dept # 2630
P.O. Box 11407
Birmingham, AL 35246-2630

Overnight or Special Delivery: Attn: Lockbox Department, Johnny Horton, ATC Group Services LLC, 2090 Parkway Office Circle, Birmingham, AL 35244 | T: (205) 261-4829
Credit Card or Wire Transfer Payments: Please contact Accounts Receivable at (337) 234-8777 | www.atcgroupservices.com

Swinerton
865 So. Figueroa St.,
Suite 3000
Los Angeles CA 90017-3009

Invoice # : 2123312
Project : 1011600537
Invoice Date : August 23, 2018
Project Manager : Chevlen, Benjamin
Terms : 30 Days
ATC REF : 10116

Project Name : Oxnard School District - Lemonwood Site - Wide PEA

Job # 16055106

For Professional Services Rendered Through: 8/23/2018

Phase : 5 - On Site Verification

Professional Personnel

	<i>Hours</i>	<i>Rate</i>		<i>Amount</i>
Principal				
	1.50	115.00		172.50
Total Professional Personnel	1.50			172.50
Consultants		<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
LABORATORY - OUTSIDE		2,025.00	1.10	2,227.50
		Total Consultants		2,227.50
		Total This Phase		\$2,400.00
		Amount Due This Invoice		\$2,400.00

	Current	Prior	Total
Billings to Date	2,400.00	86,685.77	89,085.77
Project Limit			110,159.10
Remaining			21,073.33

Outstanding Invoices

Number	Date	Balance
2123312	08/23/2018	2,400.00
2116988	07/26/2018	9,846.88
Total Now Due		12,246.88

Aging Balances

Under 30	31 - 60	61 - 90	Over 90
12,246.88	0.00	0.00	0.00



RE: NOTIFICATION OF CHANGE OF REMITTANCE ADDRESS

Dear Valued Client

Effective on February 1st, 2016, ATC Group Services LLC, formerly Cardno ATC, will have a new remittance address. Effective immediately, please mail all payments to:

ATC Group Services, LLC
Dept. # 2630
P.O. Box 11407
Birmingham, AL 35246-2630

While our remittance address is changing, all other contact information will remain the same. Thank you for being one of our valued customers. If you have any questions or concerns, please call Collette Bordes at 337-234-8777.

221 Rue De Jean
Third Floor
Lafayette, LA 70508
■ ATCGroupServices.com

Billing Backup

Thursday, August 23, 2018

Phase : 5 - On Site Verification

Professional Personnel

<i>Class / Employee Name</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Principal				
Chevlen, Benjamin				
Project status review	7/23/2018	0.75	115.00	86.25
Site evaluation	8/2/2018	0.25	115.00	28.75
Updating site history write-up	8/3/2018	0.50	115.00	57.50
	 1.50	 172.50

Total Professional Personnel**172.50**

Consultants

	<i>Invoice Number</i>	<i>Date</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
BC Laboratories, Inc.	B309822	7/17/2018	360.00	1.10	396.00
7/17/18 - B309822					
6/4/18 - Inv. B305572	B305572	6/4/2018	185.00	1.10	203.50
6/4/18 - Inv. B305570	B305570	6/4/2018	1,480.00	1.10	1,628.00
		2,025.00	 2,227.50

Total Consultants**2,227.50****Total This Phase****\$2,400.00****Total This Invoice****\$2,400.00**



Laboratories, Inc.

Environmental Testing Laboratory Since 1949



Invoice No.
B309822

Invoice

Page 1 of 1

Client ID: ATCAC-EINV Attn: Ben Cheflen ATC Group Services 25 Cupania Circle Monterey Park, CA 91755	PO Number: Invoice Date: 07/17/2018 Lab Number: 1821863 Submitted On: 07/12/18 Submitted By: Payment Due: 08/16/2018 Terms: Net 30 days
--	--

Quantity	Description of Service	Dept.	Unit	Amount
	1821863 BCL Project Name: Lemonwood Elementary School Client Project Name: 1011600537			
	1821863-01 SP-14 A,B,C,D, 7/12/2018 10:15:00 AM			
	1821863-02 SP-15 A,B,C,D, 7/12/2018 10:35:00 AM			
	1821863-03 SP-16 A,B,C,D, 7/12/2018 10:55:00 AM			
3	Solids: EPA 8081 - Organo-Chlorine Pesticides - (Samples 1821863-01 to 03)	205	\$80.00	\$240.00
3	Solids: EPA 8081 - Organo-Chlorine Pesticides - (Samples 1821863-01 to 03) [50% surcharge for 2-day TAT]	205	\$40.00	\$120.00
			Subtotal	\$360.00

Please Pay This Amount \$360.00

1011600537 PW4

Please Remit To: 4100 Atlas Court, Bakersfield, California 93308 Phone (661)-327-4911 FAX (661)-327-1918
Accounts past due may be charged a 1.5% service fee per month until paid in full.

Please refer to the invoice number above when making your payment

Printed 7/18/2018 9:37:19AM



Laboratories, Inc.

Environmental Testing Laboratory Since 1949



Invoice No.
B305572

Invoice

Page 1 of 1

Client ID: ATCAC-EINV

Attn: Ben Chevlen
ATC Group Services
25 Cupania Circle
Monterey Park, CA 91755

PO Number:

Invoice Date: 06/04/2018

Lab Number: 1814355

Submitted On: 05/03/18

Submitted By:

Payment Due: 07/04/2018

Terms: Net 30 days

Quantity	Description of Service	Dept.	Unit	Amount
	1814355 BCL Project Name: Lemonwood Elementary School Client Project Name: 1011600537			
	1814355-01 SP-9A-SP-9D, 5/3/2018 2:15:00 PM			
1	Solids: EPA 8081 - TCLP Organo-Chlorine Pesticides - (Samples 1814355-01)	205	\$135.00	\$135.00
1	Solids: EPA 1311 - TCLP Bottle Extraction - (Samples 1814355-01)	201	\$50.00	\$50.00
			Subtotal	\$185.00

Please Pay This Amount

\$185.00

Please Remit To: 4100 Atlas Court, Bakersfield, California 93308 Phone (661)-327-4911 FAX (661)-327-1918
Accounts past due may be charged a 1.5% service fee per month until paid in full.

Please refer to the invoice number above when making your payment

Printed 6/5/2018 9:49:42AM



Laboratories, Inc.

Environmental Testing Laboratory Since 1949

Invoice No.
B305570

Invoice

Page 1 of 1

Client ID: ATCAC-EINV

Attn: Ben Chevlen
ATC Group Services
25 Cupania Circle
Monterey Park, CA 91755

PO Number:
Invoice Date: 06/04/2018
Lab Number: 1813909
Submitted On: 05/01/18
Submitted By:
Payment Due: 07/04/2018
Terms: Net 30 days

Quantity	Description of Service	Dept.	Unit	Amount
	1813909 BCL Project Name: Lemonwood Elementary School Client Project Name: 1011600537			
	1813909-01 SP-1, 5/1/2018 3:00:00 PM			
	1813909-02 SP-2, 5/1/2018 3:10:00 PM			
	1813909-03 SP-3, 5/1/2018 3:15:00 PM			
	1813909-04 SP-4, 5/1/2018 3:30:00 PM			
	1813909-05 SP-5, 5/1/2018 3:35:00 PM			
	1813909-06 SP-6, 5/1/2018 3:45:00 PM			
	1813909-07 SP-7, 5/1/2018 3:50:00 PM			
	1813909-08 SP-8, 5/1/2018 4:05:00 PM			
8	Solids: EPA 8081 - TCLP Organo-Chlorine Pesticides - (Samples 1813909-01 to 08)	205	\$135.00	\$1,080.00
8	Solids: EPA 1311 - TCLP Bottle Extraction - (Samples 1813909-01 to 08)	201	\$50.00	\$400.00
			Subtotal	\$1,480.00

Please Pay This Amount \$1,480.00

Please Remit To: 4100 Atlas Court, Bakersfield, California 93308 Phone (661)-327-4911 FAX (661)-327-1918
Accounts past due may be charged a 1.5% service fee per month until paid in full.

Please refer to the invoice number above when making your payment

Printed 6/5/2018 9:49:40AM



INVOICE

Please Remit Payment to:
ATC Group Services LLC
Dept # 2630
P.O. Box 11407
Birmingham, AL 35246-2630

Overnight or Special Delivery: Attn: Lockbox Department, Johnny Horton, ATC Group Services LLC, 2090 Parkway Office Circle, Birmingham, AL 35244 | T: (205) 261-4829
Credit Card or Wire Transfer Payments: Please contact Accounts Receivable at (337) 234-8777 | www.atcgroupservices.com

Swinerton
865 So. Figueroa St.,
Suite 3000
Los Angeles CA 90017-3009

Invoice # : 2116988
Project : 1011600537
Invoice Date : July 26, 2018
Project Manager : Chevlen, Benjamin
Terms : 30 Days
ATC REF : 10116

Project Name : Oxnard School District - Lemonwood Site - Wide PEA

Job # 16055106

For Professional Services Rendered Through: 7/26/2018

Phase : 5 - On Site Verification

Professional Personnel

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Principal	8.00	115.00	920.00
Project Geologist	69.75	75.00	5,231.25
	4.25	75.00	318.75
Total Professional Personnel	82.00		6,470.00

Unit Billing

	<i>Units</i>	<i>Amount</i>
Vehicle Usage - each	10.00	1,500.00
Total Units		1,500.00

Consultants

	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
LABORATORY - OUTSIDE	1,706.25	1.10	1,876.88
Total Consultants			1,876.88

Total This Phase \$9,846.88

Amount Due This Invoice \$9,846.88

	Current	Prior	Total
Billings to Date	9,846.88	76,838.89	86,685.77
Project Limit			110,159.10
Remaining			23,473.33

16055106-0135202-71150

Outstanding Invoices

Number	Date	Balance
2116988	07/26/2018	9,846.88
2106068	06/12/2018	5,091.00
Total Now Due		14,937.88

Aging Balances

<u>Under 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>Over 90</u>
9,846.88	5,091.00	0.00	0.00



RE: NOTIFICATION OF CHANGE OF REMITTANCE ADDRESS

Dear Valued Client

Effective on February 1st, 2016, ATC Group Services LLC, formerly Cardno ATC, will have a new remittance address. Effective immediately, please mail all payments to:

ATC Group Services, LLC
Dept. # 2630
P.O. Box 11407
Birmingham, AL 35246-2630

While our remittance address is changing, all other contact information will remain the same. Thank you for being one of our valued customers. If you have any questions or concerns, please call Collette Bordes at 337-234-8777.

221 Rue De Jean
Third Floor
Lafayette, LA 70508
■ ATCGroupServices.com

Billing Backup

Thursday, July 26, 2018

Phase : 5 - On Site Verification

Professional Personnel Class / Employee Name	Date	Hours	Rate	Amount
Principal				
Chevlen, Benjamin				
	4/26/2018	2.25	115.00	258.75
MOVE TIME to setting up next week's OSD soil sampling at Lemonwood	6/4/2018	1.75	115.00	201.25
Generating on-site observation summary letter.	6/5/2018	0.75	115.00	86.25
Periodic invoicing	6/11/2018	0.25	115.00	28.75
Lemonwood field observation write-up	6/12/2018	0.25	115.00	28.75
Invoicing	6/13/2018	0.25	115.00	28.75
Finalizing Lemonwood field observation write-up	6/22/2018	0.25	115.00	28.75
Discussions w/ CFW re. proposal & invoice status	7/9/2018	0.50	115.00	57.50
Dealing w/ stockpile issues	7/10/2018	0.25	115.00	28.75
Dealing w/ stockpile issues	7/16/2018	1.50	115.00	172.50
Stockpile data review and correspondences with Swinerton		8.00		920.00
Project Geologist				
Chevlen, Benjamin				
	7/11/2018	0.25	75.00	18.75
Prep for stockpile sampling	7/12/2018	3.00	75.00	225.00
Stockpile sampling		3.25		243.75
Anderson, Steve				
	5/29/2018	8.00	75.00	600.00
	5/30/2018	8.00	75.00	600.00
	5/31/2018	6.50	75.00	487.50
	6/1/2018	7.00	75.00	525.00
		29.50		2,212.50
Benedetti, John				
	5/21/2018	8.00	75.00	600.00
Lemonwood Elementary SMP oversight	5/22/2018	8.00	75.00	600.00
Lemonwood Elementary SMP oversight	5/23/2018	8.00	75.00	600.00
Lemonwood Elementary SMP oversight	5/23/2018	0.50	75.00	37.50
Lemonwood Elementary SMP oversight	5/24/2018	7.50	75.00	562.50
Lemonwood Elementary SMP oversight	5/25/2018	5.00	75.00	375.00
Lemonwood Elementary SMP oversight	5/25/2018	3.25	75.00	243.75
Lemonwood Elementary SMP oversight				

Billing Backup

Thursday, July 26, 2018

Phase : 5 - On Site Verification

Professional Personnel					
<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Project Geologist					
Benedetti, John					
	5/25/2018	0.50	75.00	37.50	
Lemonwood Elementary SMP oversight and drive home	5/29/2018	0.50	75.00	37.50	
post-field paperwork					
		41.25		3,093.75	
Total Professional Personnel					6,470.00

Unit Billing

<u>Vendor / Employee Name</u>	<u>Invoice Number</u>	<u>Date</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Vehicle Usage - each					
	150171	7/25/2018	10.00	150.00	1,500.00
Total Units					1,500.00

Consultants

	<u>Invoice Number</u>	<u>Date</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
BC Laboratories, Inc.	B304090	5/17/2018	800.00	1.10	880.00
5/17/18 - Inv. B304090					
	B304268	5/21/2018	906.25	1.10	996.88
5/21/18 - Inv. B304268					
			1,706.25		1,876.88
Total Consultants					1,876.88

Total This Phase **\$9,846.88**

Total This Invoice **\$9,846.88**

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty-Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
García, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

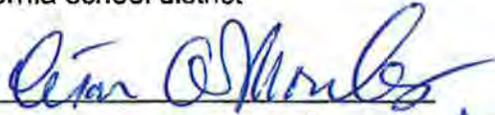
By:  LIA TATEVOSIAN

Title: OPERATIONS MGR

Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

By:  _____

Title: District Superintendent

Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 9/19/18

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 Contractor Contingency Allocation No. 001 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. 001 provides for the Board's approval of twenty-three (23) items of cost agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency. Contractor Contingency Allocation No. 001 will not increase Contract Time.

FISCAL IMPACT

Contractor Contingency Allocation No. 001 will be a **COST** to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of **Two Hundred Thirty-Three Thousand Four Hundred Forty-Three Dollars and No Cents (\$233,443.00)** 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. 001 will be Four Hundred Forty-Five Thousand Three Hundred Ninety-Eight Dollars and Zero Cents. (\$445,398.00).

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. 001 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. 001, Bernards Bros. Inc. (3 Pages)
- CAR No. 24 – Install Floor Sinks @ Water Heaters (17 Pages)
- CAR No. 25 – Floor Sinks for Condensate (9 Pages)
- CAR No. 26 – Replace Lavs with DF's (13 Pages)
- CAR No. 39 – Longer ABs Mat'l Cost (22 Pages)
- CAR No. 40 – Added Beams at Kinder (8 Pages)
- CAR No. 41 – Increase Kinder Wall Stud Size (10 Pages)
- CAR No. 42 – Change Kinder Wall Framing (8 Pages)
- CAR No. 43 – Raise Ridge & Hips @ CR (11 Pages)
- CAR No. 44 – Raise Ridge & Hips @ Kinder (10 Pages)
- CAR No. 45 – Decrease Rafter Spacing @ CR (6 Pages)
- CAR No. 46 – Dbl Shear Walls @ Louvers (6 Pages)
- CAR No. 66 – Depress Framing for Tile (13 Pages)
- CAR No. 67 – Add Framing Hardware (16 Pages)
- CAR No. 70 – Furring @ Trellis (9 Pages)
- CAR No. 128 – Provide shut-off valves to 4 Bldgs. (9 Pages)
- CAR No. 129 – Add DF at Kinder (8 Pages)
- CAR No. 130 – Change DF to Outdoor Rated (14 Pages)
- CAR No. 131 – Relocate House Bib (9 Pages)
- CAR No. 132 – Cond Drains to Classroom FCU's (10 Pages)
- CAR No. 133 – Cond Drains Rm 210, 211 (10 Pages)
- CAR No. 134 – Cond Drain to Branch Controller (12 Pages)
- CAR No. 135 – Install Deck Drains @ Breezeway (7 Pages)
- CAR No. 136 – Cond Drain from Mech. Equip, Kinder (11 Pages)
- Construction Services Agreement # 16-199 Bernards Bros. Inc. (115 pages)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: September 19, 2018

CONTRACTOR CONTINGENCY ALLOCATION NO. 001

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 SPECIFICATIONS. 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	\$	0.00
ADJUSTED CONTINGENCY SUM	\$	678,841.00
NET CHANGE	\$	233,443.00
<hr/>		
Total Contingency Allocations to Date:	\$	(233,443.00)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001.....	\$	445,398.00

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. 24 – Install Floor Sinks @ Water Heaters		\$10,434		
2.	CAR No. 25 – Floor Sinks for Condensate		\$5217		
3.	CAR No. 26 – Replace Lavs with DF's		\$9687		
4.	CAR No. 39 – Longer ABs Mat'l Cost		\$2641		
5.	CAR No. 40 – Added Beams at Kinder		\$1012		
6.	CAR No. 41 – Increase Kinder Wall Stud Size		\$398		
7.	CAR No. 42 – Change Kinder Wall Framing		\$3417		
8.	CAR No. 43 – Raise Ridge & Hips @ CR		\$50,889		
9.	CAR No. 44 – Raise Ridge & Hips @ Kinder		\$18,115		
10	CAR No. 45 – Decrease Rafter Spacing @ CR		\$4848		
11	CAR No. 46 – Dbl Shear Walls @ Louvers		\$5979		
12	CAR No. 66 – Depress Framing for Tile		\$2465		
13	CAR No. 67 – Add Framing Hardware		\$246		
14	CAR No. 70 – Furring @ Trellis		\$2090		
15	CAR No. 128 – Provide shut-off valves to 4 bldgs		\$2320		
16	CAR No. 129 – Add DF at Kinder		\$6925		
17	CAR No. 130 – Change DF to Outdoor Rated		\$6222		
18	CAR No. 131 – Relocate House Bib		\$2306		
19	CAR No. 132 – Cond Drains to Classroom FCUs		\$34,735		
20	CAR No. 133 – Cond Drains Rm 210, 211		\$6519		
21	CAR No. 134 – Cond Drain to Branch Controller		\$31,864		
22	CAR No. 135 – Install Deck Drains @ Breezeway		\$13,312		
23	CAR No. 136 – Cond Drain from Mech Equip, Kinder		\$11,802		
	Totals		\$233,443		

Total Contractor Contingency Allocation Approval No. 001 \$ 233,443

***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. 24 R0

Date: 8/14/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 30 Floor Sinks

Reference Documents: RFI No. 30

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-10,434
	Subtotal:	-10,434

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to provide and install 4 floor sinks for water heaters.	Precision Plumbing-Mechanical	10,434
Reason: Floor sinks not shown on plans.		
Requested By: SVA Architects		
Ref: RFI 30		
	Subtotal:	10,434

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature



Signature

Printed Name & Title

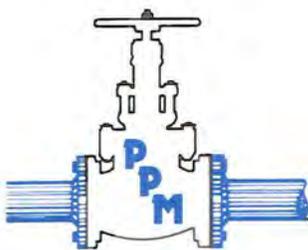
Carl Magnus *Project Executive*

Printed Name & Title

Date

8-30-18

Date



PRECISION Plumbing-Mechanical

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

Proposal

Page No. _____ of Pages _____

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

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

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

_____ dollars (\$ _____)

Payment to be made as follows:

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

Authorized Signature _____

Daniel Bascom
Daniel Bascom

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

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

Signature _____

Date of Acceptance: _____

Signature _____

Attachment "A"
PROPOSAL #12222

The following items are included in this proposal:

- Standard weight no-hub cast iron waste and vent piping with standard CISPI 310 no-hub couplings vent piping above grade.
- ABS PVC foam core pipe and solvent joint ABS fittings for sanitary sewer and vent piping below grade.
- Excavation backfill and compaction of plumbing trenches.
- Provision and installation of four (4) JR Smith #3140Y-10-2" floor sinks.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.
- Haul off of excess spoils.
- BIM coordination drawings.



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 30

Project: Elm Elementary School Reconstruction Project

Date: 04-26-17
Discipline: Plumbing

Subject: Floor Sinks in Janitors Rooms

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
P503		
P2-1.1	sketch	See SK-RFI 30
P3-1.1	sketch	See SK-RFI-30
P4-1.1	sketch	See SK-RFI-30
P1-1.1	sketch	See SK-RFI 30

QUESTION

Ref. P503

Plan sheet P503 detail calls for a floor sink to be installed next to the water heaters to catch any water from the T&P relief valve, the water heater drain and the smitty pan. No floor sinks or related piping are shown on the plans. Will floor sinks be installed at these locations? Please advise.

SUGGESTION

Installation of floor drains will be needed to catch the water from the water heater drain and the smitty pan. The T&P relief valve could drain into the service sink.

ANSWER

Response

Provide floor sink per noted detail P503. See attached sketches for locations(P1-1.1 thru P4-1.1)

By, H Mozaffari, R & A and T. Bardwell-SVA
4/27/17 4/28/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	4/28/2017



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 30

Project: Elm Elementary School Reconstruction Project

Date: 04-26-17

Discipline: Plumbing

Subject: Floor Sinks in Janitors Rooms

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: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 007

Submitted By: Gina Sierra - Bernards

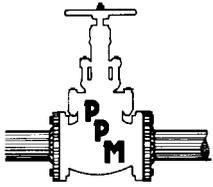
Project: Elm Elementary School Reconstruction Project

REQUEST FOR INFORMATION

Job No. 1636.

2 of 2

Report Date: 4/28/2017



PRECISION PLUMBING-MECHANICAL

5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

REQUEST FOR INFORMATION

To: Steve Johnson

Bernard Builders

555 First Street

San Fernando, CA 91340

RFI #: 07

Date: 04-21-2017

Email: sjohnson@bernards.com

Total # of Pages: 1

Project: Elm Street Elementary School Reconstruction Project

PPM Job#: 215

Cost Impact: Yes

Schedule Impact: Yes

Response Needed: ASAP

DESCRIPTION OF CLARIFICATION/INFORMATION REQUIRED:

Plan sheet P503 detail calls for a floor sink to be installed next to the water heaters to catch any water from the T&P relief valve, the water heater drain and the smitty pan. No floor sinks or related piping are shown on the plans. Will floor sinks be installed at these locations? Please advise.

Recommendation: Installation of floor drains will be needed to catch the water from the water heater drain and the smitty pan. The T&P relief valve could drain into the service sink.

RFI By: Daniel Bascom

Date: April 21, 2017

RESPONSE:

Response By: _____ **Date:** _____

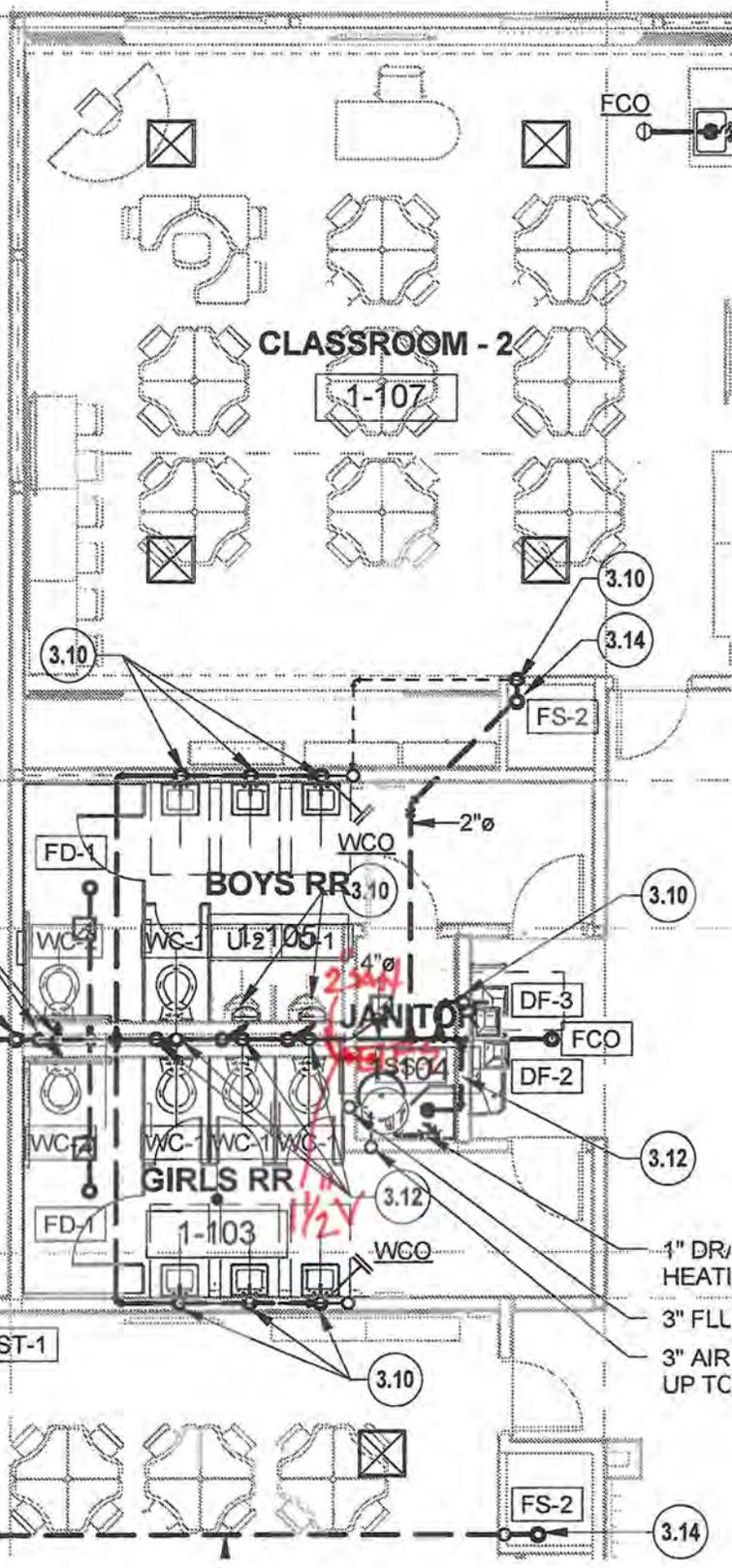
Title: _____

Received By: _____ **Date:** _____

1

2

3

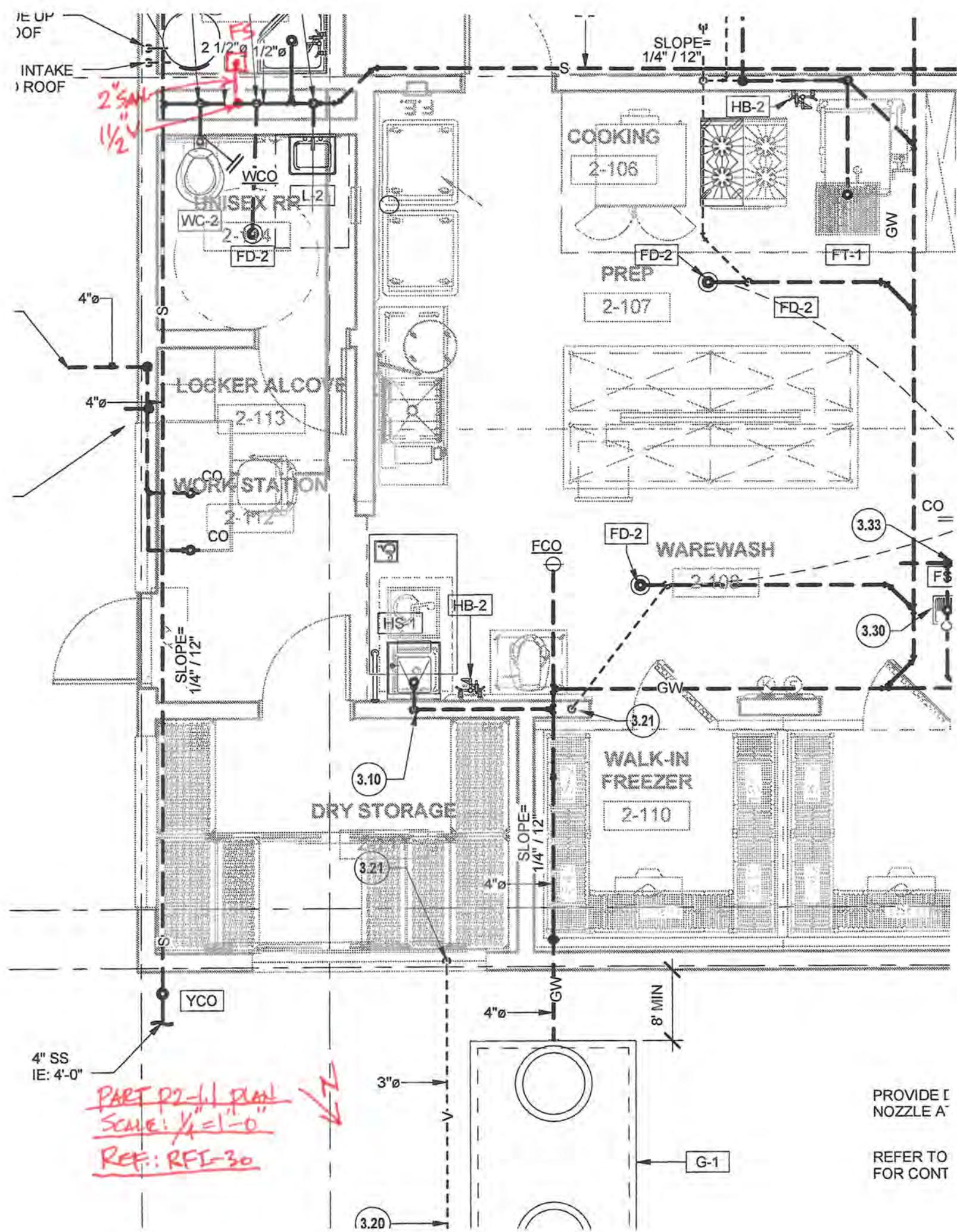


PART P1-1.1 PLAN
SCALE: 1/8" = 1'-0"
REF.: RFI-30



1" DR/
HEATI
3" FLL
3" AIR
UP TC

3.14



INTAKE ROOF
 2" SAL
 1/2" V

SLOPE = 1/4" / 12"

SLOPE = 1/4" / 12"

SLOPE = 1/4" / 12"

4" SS
IE: 4'-0"

PART P2-11 PLAN
 SCALE: 1/4" = 1'-0"
 REF: RFI-30

PROVIDE 1
 NOZZLE A"
 REFER TO
 FOR CONT

3.20

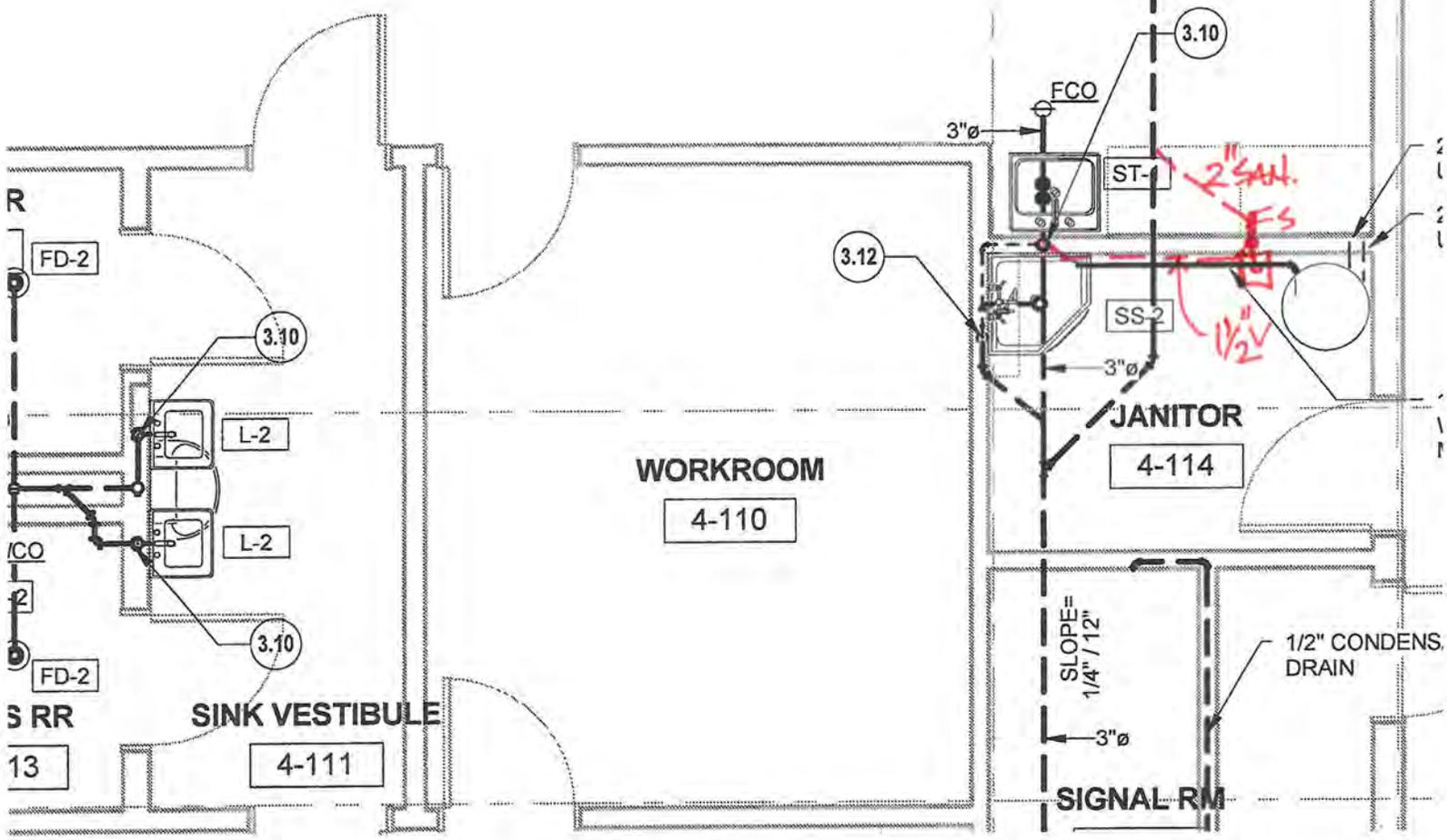
G-1

PART 4-1.1 PLAN
SCALE: 1/4" = 1'-0"
REF.: RFI-30



**KINDERGARTEN
CLASSROOM 4**

4-104



3.14

3.10

2"Ø

3.10

FCO

3"Ø

ST-1

2" SAN.

FS

1 1/2" 2"

3.12

SS-2

3"Ø

JANITOR

4-114

WORKROOM

4-110

SLOPE=
1/4" / 12"

3"Ø

1/2" CONDENS.
DRAIN

SIGNAL RM

R

FD-2

3.10

L-2

L-2

FCO

2

FD-2

3.10

S RR

13

SINK VESTIBULE

4-111



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Foreman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2017 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.78	\$ 76.17	\$ 101.56
Vacation & Holiday Accrual	\$ 3.34	\$ 5.01	\$ 5.01
Hourly Taxable Wage Costs Subtotal	\$ 54.12	\$ 81.18	\$ 106.57
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.15	\$ 4.72	\$ 6.30
Medicare	\$ 0.74	\$ 1.10	\$ 1.47
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.45	\$ 0.67	\$ 0.89
Workers Compensation Insurance	\$ 10.73	\$ 10.73	\$ 10.73
General Liability Insurance (If Applicable)	\$ 4.19	\$ 6.29	\$ 8.26
Hourly Payroll Tax & Insurance Subtotal	\$ 19.32	\$ 23.61	\$ 27.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 95.95	\$ 127.30	\$ 156.86

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Journeyman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2016 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.16	\$ 66.24	\$ 88.32
Vacation & Holiday Accrual	\$ 3.03	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 47.19	\$ 70.79	\$ 92.87
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.74	\$ 4.11	\$ 5.48
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.05	\$ 0.08	\$ 0.11
SUI	\$ 0.39	\$ 0.58	\$ 0.78
Workers Compensation Insurance	\$ 9.34	\$ 9.34	\$ 9.34
General Liability Insurance (If Applicable)	\$ 3.66	\$ 5.49	\$ 7.20
Hourly Payroll Tax & Insurance Subtotal	\$ 16.82	\$ 20.56	\$ 24.18
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.52	\$ 113.86	\$ 139.56

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|--|---|



CONTINGENCY ALLOCATION REQUEST

CAR No. 25 R0

Date: 8/14/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 106 Floor Sinks

Reference Documents: RFI No. 106

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-5,217
	Subtotal:	-5,217

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to provide and install 2 floor sinks for condensate from the walk in cooler and the produce washer.	Precision Plumbing-Mechanical	5,217
Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: RFI 106		
	Subtotal:	5,217

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

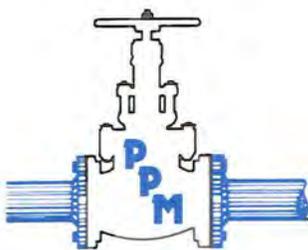
Signature

Printed Name & Title

Carl Magness Project Executive

Date

8-30-18
Date



PRECISION Plumbing-Mechanical

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

Proposal

Page No. _____ of Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

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

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

_____ dollars (\$ _____)

Payment to be made as follows:

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

Authorized Signature _____

Daniel Bascom
Daniel Bascom

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

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

Signature _____

Date of Acceptance: _____

Signature _____

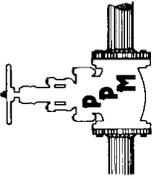
Attachment “A”
PROPOSAL #12224

The following items are included in this proposal:

- Standard weight no-hub cast iron waste and vent piping with standard CISPI 310 no-hub couplings vent piping above grade.
- ABS PVC foam core pipe and solvent joint ABS fittings for sanitary sewer and vent piping below grade.
- Excavation backfill and compaction of plumbing trenches.
- Provision and installation of two (2) JR Smith #3140Y-10-2” floor sinks.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.
- Haul off of excess spoils.
- BIM coordination drawings.



PRECISION PLUMBING-MECHANICAL

COR #4 COST BREAKDOWN

JOB: Elm St Elementary School (#215)

DATE: 8/8/2017

DESCRIPTION: Install Two (2) Floor Sinks in MPR Building

MATERIALS

QTY.	ITEM DESCRIPTION	COST EACH	TOTAL
20	2" ABS pipe	\$0.90	\$18.00
2	2" ABS p-trap	\$9.45	\$18.90
2	4" x 4" x 2" ABS san tee	\$25.87	\$51.74
2	4" x 2" ABS bushing	\$15.29	\$30.58
2	2" ci/plastic x 2" ci/plastic fernco coupling	\$3.50	\$7.00
20	2" cast iron no hub pipe	\$4.52	\$90.40
2	2" cast iron no hub santee	\$9.17	\$18.34
4	2" cast iron no hub 1/8 bend	\$5.73	\$22.92
14	2" no hub couplings	\$2.03	\$28.42
2	JR Smith #3140Y-10-A-2"	\$607.27	\$1,214.54
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

SUB-TOTAL \$1,500.84
TAX 7.75% \$116.32
MATERIAL TOTAL \$1,617.16

SUBCONTRACTOR

SUBCONTRACTOR NAME	SERVICE	TOTAL

SUBCONTRACT TOTAL: \$0.00

LABOR

HOURS	CLASSIFICATION	RATE	TOTAL
16	Foreman	\$95.95	\$1,535.20
16	Journeyman	\$86.52	\$1,384.32
	Foreman overtime	\$127.30	\$0.00
	Journeyman overtime	\$113.86	\$0.00
	Foreman double-time	\$156.86	\$0.00
	Journeyman double-time	\$139.56	\$0.00
	Equipment rental (excavator)	\$25.00	\$0.00

LABOR TOTAL \$2,919.52
SUB-TOTAL \$4,536.68
15% M/U \$680.50
JOB TOTAL \$5,217.18



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 106

Project: Elm Elementary School Reconstruction Project

Date: 07-24-17
Discipline: Plumbing

Subject: Food Service drawing conflict

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
FS-301 P2-1.1		

QUESTION

Ref. FS-301, P2-1.11

Food service plan sheet FS-301 shows 2 floor sinks that are not shown on plumbing plan sheet P2-1.1. The item numbers for the floor sinks in question on FS-301 are #2 and #28. Please advise if these floor sinks are to drain to sanitary sewer or to grease waste?

ANSWER

Response

For item #2 the sink is for the runoff from the condensate evaporator in the walk-ins and item #28 is for a produce washer. In our experience these do not need to go to a grease waste line but the plumbing engineer will need to confirm.

Ashley Pratt-Webb Foodservice Drsign 7-27-17

Connect these two floor sinks to grease line, similar to the existing one
H. Mozaffari, R & A
7/27/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	7/27/2017

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 22

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 106

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 07-24-17
Discipline: Plumbing

Subject: Food Service drawing conflict

Response Requested By: 07-31-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
FS-301		
P2-1.1		

QUESTION

Ref. FS-301, P2-1.11

Food service plan sheet FS-301 shows 2 floor sinks that are not shown on plumbing plan sheet P2-1.1. The item numbers for the floor sinks in question on FS-301 are #2 and #28. Please advise if these floor sinks are to drain to sanitary sewer or to grease waste?

ANSWER

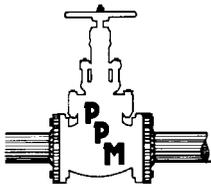
For item #2 the sink is for the runoff from the condensate evaporator in the walk-ins and item #28 is for a produce washer. In our experience these do not need to go to a grease waste line but the plumbing engineer will need to confirm

Connect these two floor sinks to grease line, similar to the existing one.
H. Mozaffari, R&A
July 24, 2017

Response Provided By: <u>Ashley Pratt</u>	<u>Webb Foodservice Design</u>	<u>07.24.17</u>
Name	Company	Date

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number:

Submitted By: Gina Sierra - Bernards



PRECISION PLUMBING-MECHANICAL

5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

REQUEST FOR INFORMATION

To: Steve Johnson
Bernard Builders
555 First Street
San Fernando, CA 91340

RFI #: 22
Date: 07-24-2017
Email: sjohnson@bernards.com
Total # of Pages: 1

Project: Elm Street Elementary School Reconstruction Project
Building: MPR Building
PPM Job#: 215
Cost Impact: Possible
Schedule Impact: Possible
Response Needed: ASAP

DESCRIPTION OF CLARIFICATION/INFORMATION REQUIRED:

Food service plan sheet FS-301 shows 2 floor sinks that are not shown on plumbing plan sheet P2-1.1. The item numbers for the floor sinks in question on FS-301 are #2 and #28. Please advise if these floor sinks are to drain to sanitary sewer or to grease waste?

Recommendation:

RFI By: Daniel Bascom **Date:** July 24, 2017

RESPONSE:

Response By: _____ **Date:** _____

Title: _____

Received By: _____ **Date:** _____



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Foreman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2017 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.78	\$ 76.17	\$ 101.56
Vacation & Holiday Accrual	\$ 3.34	\$ 5.01	\$ 5.01
Hourly Taxable Wage Costs Subtotal	\$ 54.12	\$ 81.18	\$ 106.57
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.15	\$ 4.72	\$ 6.30
Medicare	\$ 0.74	\$ 1.10	\$ 1.47
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.45	\$ 0.67	\$ 0.89
Workers Compensation Insurance	\$ 10.73	\$ 10.73	\$ 10.73
General Liability Insurance (If Applicable)	\$ 4.19	\$ 6.29	\$ 8.26
Hourly Payroll Tax & Insurance Subtotal	\$ 19.32	\$ 23.61	\$ 27.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 95.95	\$ 127.30	\$ 156.86

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Journeyman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2016 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.16	\$ 66.24	\$ 88.32
Vacation & Holiday Accrual	\$ 3.03	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 47.19	\$ 70.79	\$ 92.87
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.74	\$ 4.11	\$ 5.48
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.05	\$ 0.08	\$ 0.11
SUI	\$ 0.39	\$ 0.58	\$ 0.78
Workers Compensation Insurance	\$ 9.34	\$ 9.34	\$ 9.34
General Liability Insurance (If Applicable)	\$ 3.66	\$ 5.49	\$ 7.20
Hourly Payroll Tax & Insurance Subtotal	\$ 16.82	\$ 20.56	\$ 24.18
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.52	\$ 113.86	\$ 139.56

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|--|---|



CONTINGENCY ALLOCATION REQUEST

CAR No. 26 R0

Date: 8/14/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 34 Wash Fountains

Reference Documents: RFI No. 34

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-9,687
	Subtotal:	-9,687

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to provide and install two wash fountains in the Kindergarten Building.	Precision Plumbing-Mechanical	9,687
Reason: Not shown on plans.		
Requested By: SVA Architects		
Ref: RFI 34		
	Subtotal:	9,687

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

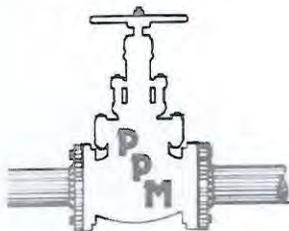
Signature

Printed Name & Title

Printed Name & Title *Carl Magnus Project Executive*

Date

Date *8-30-18*



PRECISION Plumbing-Mechanical

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

Proposal

Page No. _____ of _____ Pages

PROPOSAL SUBMITTED TO Bernard Builders -- Jaime Pace		PHONE (818) 898-1521	DATE 5-15-17
STREET 555 First St.		JOB NAME COR #1 Kindergarten Building Wash Fountains	
CITY, STATE AND ZIP CODE San Fernando, CA 91340		JOB LOCATION 450 E. Elm St. Oxnard, CA 93033	
ARCHITECT	DATE OF PLANS	jpace@bernards.com	JOB PHONE

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

We propose to provide the labor and material needed to install two (2) new Bradley #MF2949-AST4-STD/JUV-LSD-EGRAY-TL wash fountains per response to PPM RFI #10. The price below reflects the additional costs associated with the new wash fountains as well as the deductive costs for eliminating the four (4) lavatories shown on the plans.

SEE ATTACHMENT "A" FOR ITEMS INCLUDED & EXCLUDED

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:	
Nine Thousand Six Hundred Eighty Seven Dollars & NO/100 _____ dollars (\$ 9,687.00)	
Payment to be made as follows:	
Monthly progress payments; Net 15 days invoice.	
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.	
Authorized Signature _____	<i>Daniel Bascom</i> Daniel Bascom
Note: This proposal may be withdrawn by us if not accepted within 15 _____ days.	
ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.	
Signature _____	Signature _____
Date of Acceptance: _____	Signature _____

Attachment "A"
PROPOSAL #12145

The following items are included in this proposal:

- Provision and installation of two (2) Bradley #MF2949-AST4-STD/JUV-LSD-EGRAY-TL wash fountains.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 34

Project: Elm Elementary School Reconstruction Project

Date: 04-26-17
Discipline: Plumbing

Subject: Kindergarten wash sink clarification

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
GEN-4	8	
P4-1.1		
A4-41.1		

QUESTION

Ref. Sheets P4-1.1, A4-41.2, Gen-4 detail 8

Plan sheet P4-1.1 calls for two (L-2) lavatories to be installed in rooms #4-106 and #4-111. Plan sheet A4-41.1 detail #1 and plan sheet A4-41.2 detail #3 shows a hand wash fountain installed, per plan sheet GEN-4 detail #8, at this same location. Please clarify what fixture will be installed, if the wash fountain will be installed please provide a make and model number for fixture.

ANSWER

Follow wash fountain shown on architectural plans
H. Mozaffari R & A

See attached cut sheet for wash fountain Equal substitution is acceptable with AOR approval
SVA 4/27/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	4/27/2017

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 010

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 34

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Kindergarten wash sink clarification

Date: 04-26-17
Discipline: Plumbing

Response Requested By: 05-03-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
GEN-4	8	
P4-1.1		
A4-41.1		

QUESTION

Ref. Sheets P4-1.1, A4-41.2, Gen-4 detail 8

Plan sheet P4-1.1 calls for two (L-2) lavatories to be installed in rooms #4-106 and #4-111. Plan sheet A4-41.1 detail #1 and plan sheet A4-41.2 detail #3 shows a hand wash fountain installed, per plan sheet GEN-4 detail #8, at this same location. Please clarify what fixture will be installed, if the wash fountain will be installed please provide a make and model number for fixture

ANSWER

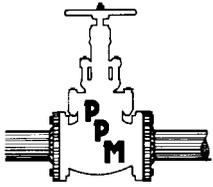
[Follow wash fountain shown on architectural plans.](#)

See attached cut sheet for wash fountain. Equal substitution is acceptable with AOR approval
SVA 4/27/17

Response Provided By: H. Mozaffari, R&A _____ April 26, 2017
 Name Company Date

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 010

Submitted By: Gina Sierra - Bernards



PRECISION PLUMBING-MECHANICAL

5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

REQUEST FOR INFORMATION

To: Steve Johnson

Bernard Builders

555 First Street

San Fernando, CA 91340

RFI #: 10

Date: 04-24-2017

Email: sjohnson@bernards.com

Total # of Pages: 1

Project: Elm Street Elementary School Reconstruction Project

PPM Job#: 215

Cost Impact: Yes

Schedule Impact: Yes

Response Needed: ASAP

DESCRIPTION OF CLARIFICATION/INFORMATION REQUIRED:

Plan sheet P4-1.1 calls for two (L-2) lavatories to be installed in rooms #4-106 and #4-111. Plan sheet A4-41.1 detail #1 and plan sheet A4-41.2 detail #3 shows a hand wash fountain installed, per plan sheet GEN-4 detail #8, at this same location. Please clarify what fixture will be installed, if the wash fountain will be installed please provide a make and model number for fixture.

Recommendation:

RFI By: Daniel Bascom

Date: April 24, 2017

RESPONSE:

Response By: _____ **Date:** _____

Title: _____

Received By: _____ **Date:** _____

- cUPC Certified
- Serves One to Four Users at a Time
- Unique, Repairable, Solid Surface Material
- Vandal Resistant – Easy to Clean
- Saves Water, Energy and Space
- ADA/TAS Compliant
- Available with Air Metering, TouchTime®, Infrared or Battery Infrared Control

Specifications

Size and Capacity

Accommodates 1 to 4 users at a time, using less water, energy and space than four lavs equipped with conventional faucets. The pre-assembled bowl and sprayhead module is equipped with four independent streamformers, each controlled by a separate push button or infrared sensor.

Flow Control/Rate

Operating water pressure range is 20–80 psi. A flow restrictor keeps the flow rate at constant a .5 GPM under any pressure.

Construction

Bowl and Pedestal

Constructed of Terreon®, a densified solid surface material composed of polyester resin, or Terreon®RE, a densified solid surface material composed of a bio-based resin and preconsumer recycled granules. Terreon and TerreonRE are resistant to chemicals, stains, burns and impact. Surface damage can be easily repaired with everyday cleansers or fine grit abrasives. Terreon and TerreonRE are NAHB certified to meet ANSI Z124.3, Z124.6 and ANSI/ICPA SS-1-2001. Terreon and TerreonRE are GREENGUARD® certified as low-emitting materials. Pedestal frame and access panel are constructed of heavy gauge type 304 stainless steel.

Vandal Resistance

The sprayhead is molded as an integral part of the bowl. All streamformers, esculcheons, push buttons/infrared sensors are secured from inside the sprayhead. All valves, water supplies and waste connections are concealed inside the pedestal. The front access panel is removable only with a hex key. The Terreon and TerreonRE bowls are resistant to stains, burns and impact. Surface damage is easily repaired and repair work is virtually undetectable.

Standard Equipment

Valves and Fittings

In addition to the bowl and pedestal, the following valves and fittings are standard: Navigator® thermostatic mixing valve with stop valves, flexible stainless steel supply hoses, drain spud and lock nut. Stop valves mounted onto nominal copper tubing.

Activation Controls

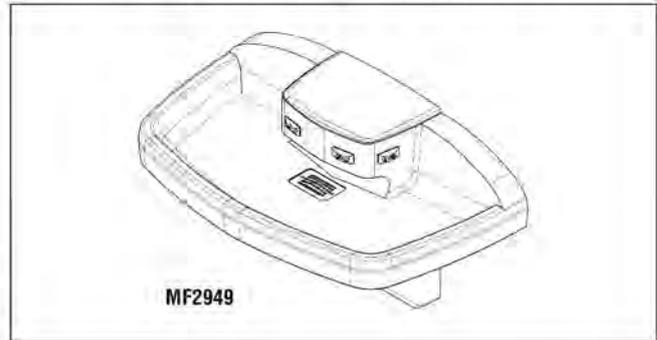
Air Valve Hand Control

Each push button pneumatically actuates a non-hold-open, air metering, single-temperature valve with field adjustable timing from 0–45 seconds. Factory preset at 10 seconds. Each push button activates a flow of tempered water from the non-sectional sprayhead. Push button requires less than five pounds of pressure.

Infrared Control

Each of the stream formers is controlled by a separate solenoid valve. Hands placed within the bowl are detected by an infrared sensor which activates a flow of tempered water from one station. Shut-off is automatic after hands are removed from the detection area. The infrared sensor uses a conical-shaped transmitting beam, having a detection area adapted to, but not exceeding, the bowl perimeter. The adaptive infrared sensor automatically adapts to the bowl after power is turned on. The infrared sensor is not affected by varying color tones or darkness. Direct sunlight or bright washroom lights will not activate the system. Infrared models also include solenoid valves and a low-voltage transformer as standard equipment:

- Solenoid – 24V, 50/60 Hz, 5/16" tube fitting. Few moving parts, and resistant to most chemicals, minerals, and impurities often present in municipal water supplies.
- Low-Voltage Transformer – Class II UL/CSA listed, 110/24 VAC plug-in transformer. Plugs into a standard GFCI protected electrical outlet. Location of transformer per local electrical code.



Battery Infrared Control

Each battery-powered sensor uses a zone-focused infrared transmitting beam, creating a large detection area not exceeding the bowl perimeter. The sensor is not affected by varying skin tones or darkness. When hands enter the detection area, the sensor starts water flow by opening the solenoid valve electronically. When hands leave the detection area, the sensor stops the flow of water by closing the valve. The 6-volt DC electronically activated solenoid valve has few moving parts, providing reliable operation that is unaffected by most chemicals and minerals often present in municipal water supplies. Each station is powered by a single lithium battery. Battery type is Duracell® DL 223A or equivalent (included). Battery type is Duracell® DL 223A 6 volt lithium or equivalent with a life expectancy of 4-5 years or approximately 200,000 cycles.

TouchTime Hand Control

Each low-voltage button actuates a non-hold-open, slow-closing anti-hammer solenoid valve that is timed from an electronic potted assembly. Each push button activates one valve which, in turn, activates one station. TouchTime controls water flow at each station through the use of solid state, digital circuitry. Timing is electronically controlled at 15 seconds. Push button requires less than five pounds of pressure.

Code Compliance and Certifications

ANSI Standards

Terreon and TerreonRE are certified by NAHB to meet ANSI Z124.3, Z124.6 and ANSI/ICPA SS-1-2001.

cUPC Certified

Terreon Washfountains are Uniform Plumbing Code (UPC), International Plumbing Code (IPC) and National Plumbing Code of Canada (NPC) approved through the International Association of Plumbing and Mechanical Officials (IAPMO). Manufactured in compliance with IGC 156-2009, CSA B45 Series-2002 (R08) & ASME A112.18.1-2005/CSA B125.1-2005.

Barrier-Free

The Terreon and TerreonRE Wall-Hung Quadra-Founts® are designed to comply with the most current ADA and TAS guidelines on reaches, clearances and operation when mounted at recommended height dimensions by the installer.

Standard product selections contained within this document are third party **CERTIFIED** to NSF/ANSI 372 meeting the Lead-Free content requirement. Any product configured with custom options will be **COMPLIANT** with NSF/ANSI 372 meeting the Lead-Free content requirement.

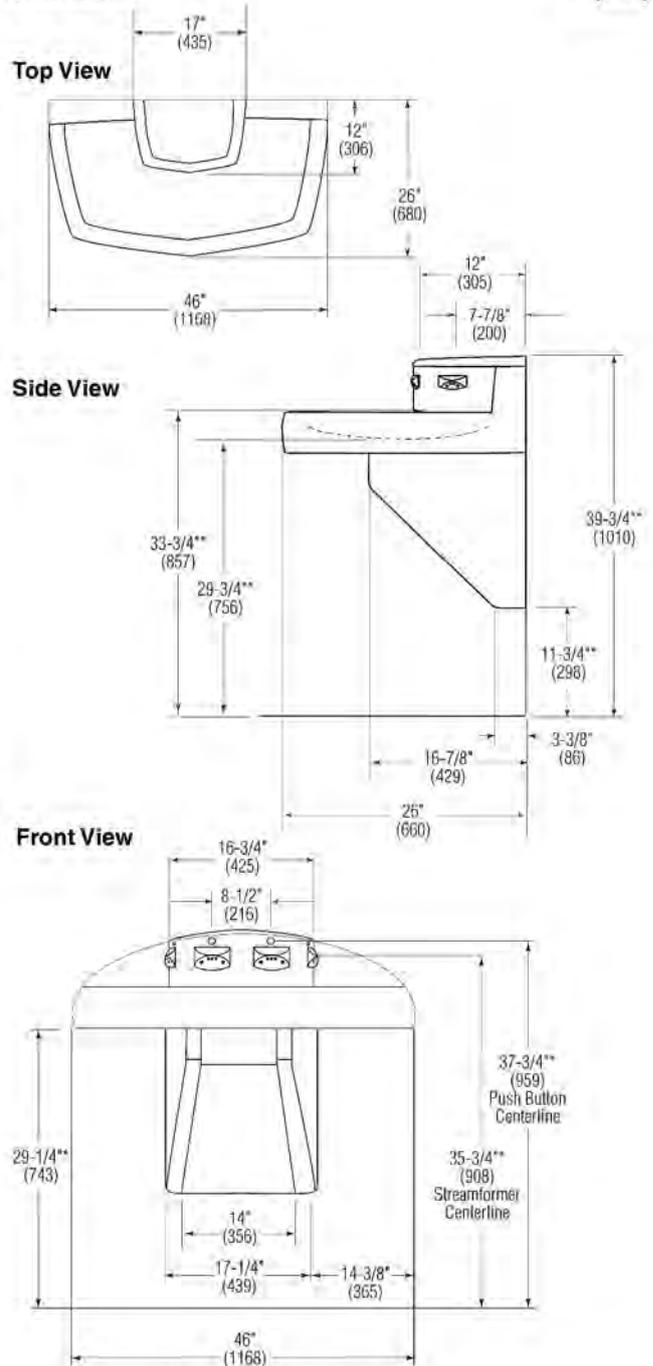


Standard Selections (Must select one from each category)	
Pedestal Height (select one)	
<input type="checkbox"/> STD/JUV Standard Height or Juvenile Height	
<input type="checkbox"/> OBC Ontario Building Code Height	
Valve (select one)	
<input type="checkbox"/> AST Air Metering	<input type="checkbox"/> BIR3 Battery Infrared
<input type="checkbox"/> IR Adaptive Infrared	<input type="checkbox"/> TT TouchTime® Metering
Soap Dispenser (select one)	
<input type="checkbox"/> LSD Liquid Soap Dispenser	<input type="checkbox"/> NSD No Soap Dispenser
Color of Terreon® Bowl (select one)	
<i>Standard Colors</i>	
<input type="checkbox"/> E-GRAY Empire Gray	<input type="checkbox"/> LANNON Lannonstone
<input type="checkbox"/> PEP-WHT Peppered White	<input type="checkbox"/> COBBLE Cobblestone
<input type="checkbox"/> SAND Sandtrap	<input type="checkbox"/> WHT-SAND White Sand
<input type="checkbox"/> CHAR† Charcoal Gray	<input type="checkbox"/> LONDON London Gray
<input type="checkbox"/> GRAPH† Graphite	<input type="checkbox"/> O-TAUPE Organic Taupe
<i>Designer Colors** (available at an additional charge)</i>	
<input type="checkbox"/> ARC-CHIP Arctic Chip	<input type="checkbox"/> COFFEE Coffee Bean
<input type="checkbox"/> RIVER Riverstone	
<i>TerreonRE Colors** (available at an additional charge)</i>	
<input type="checkbox"/> BIRCH-BARK Birch Bark	<input type="checkbox"/> MOONDUST Moon Dust
<input type="checkbox"/> DUSK Dusk	<input type="checkbox"/> OAT Oat
Supply (select one)	
<input type="checkbox"/> TMA Navigator® Thermostatic Mixing Assembly (Hot & Cold Supplies)	
<input type="checkbox"/> TL Single Tempered Line	

† Requires tempered supply (less than 110° F) or optional TMA
 ** Non-cancelable, not-returnable

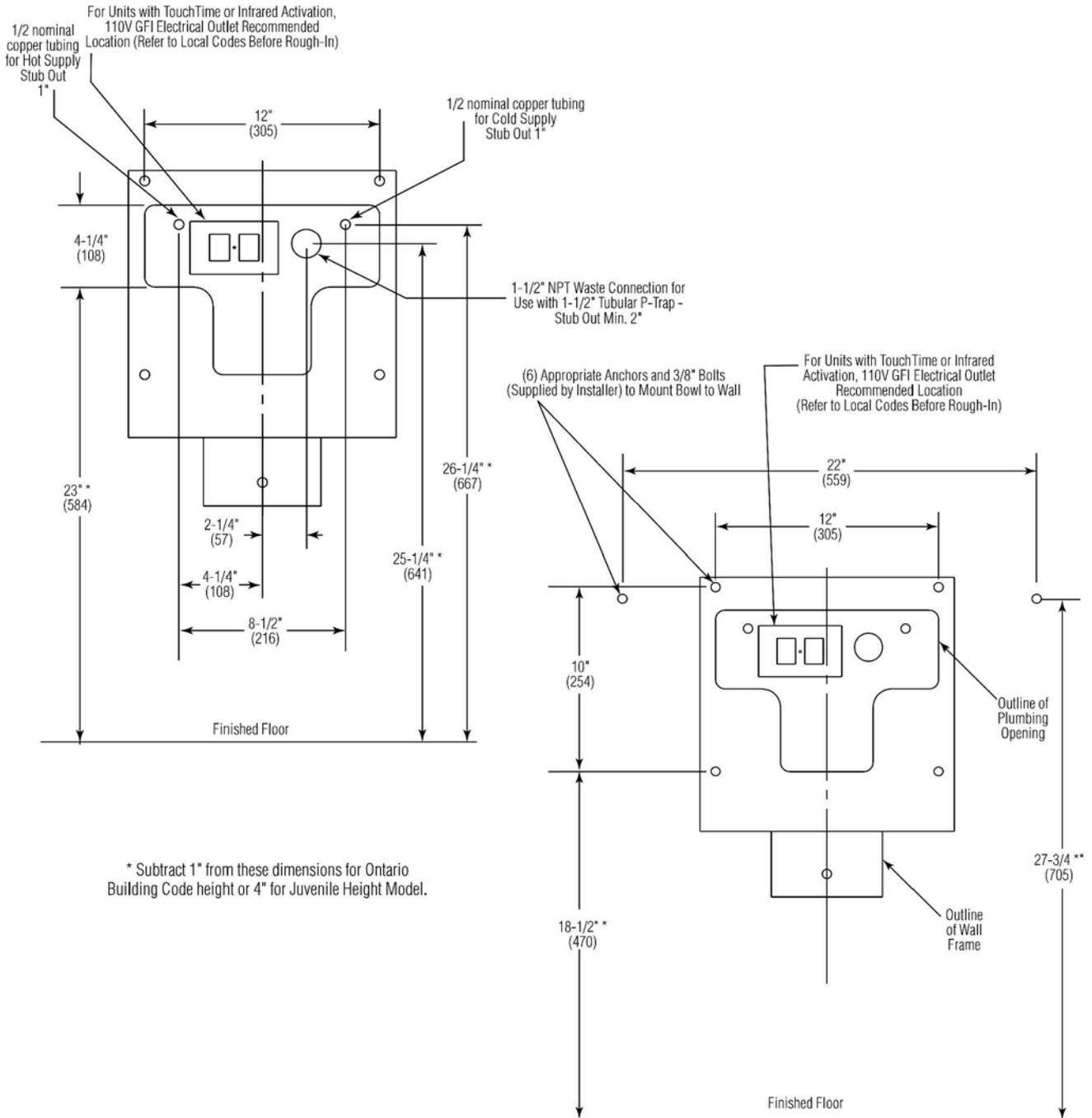
Dimensions

(mm)



* Subtract 1" from these dimensions for Ontario Building Code height or 4" for Juvenile Height Model.

Rough-Ins





HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Foreman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2017 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.78	\$ 76.17	\$ 101.56
Vacation & Holiday Accrual	\$ 3.34	\$ 5.01	\$ 5.01
Hourly Taxable Wage Costs Subtotal	\$ 54.12	\$ 81.18	\$ 106.57
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.15	\$ 4.72	\$ 6.30
Medicare	\$ 0.74	\$ 1.10	\$ 1.47
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.45	\$ 0.67	\$ 0.89
Workers Compensation Insurance	\$ 10.73	\$ 10.73	\$ 10.73
General Liability Insurance (If Applicable)	\$ 4.19	\$ 6.29	\$ 8.26
Hourly Payroll Tax & Insurance Subtotal	\$ 19.32	\$ 23.61	\$ 27.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 95.95	\$ 127.30	\$ 156.86

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Journeyman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2016 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.16	\$ 66.24	\$ 88.32
Vacation & Holiday Accrual	\$ 3.03	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 47.19	\$ 70.79	\$ 92.87
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.74	\$ 4.11	\$ 5.48
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.05	\$ 0.08	\$ 0.11
SUI	\$ 0.39	\$ 0.58	\$ 0.78
Workers Compensation Insurance	\$ 9.34	\$ 9.34	\$ 9.34
General Liability Insurance (If Applicable)	\$ 3.66	\$ 5.49	\$ 7.20
Hourly Payroll Tax & Insurance Subtotal	\$ 16.82	\$ 20.56	\$ 24.18
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.52	\$ 113.86	\$ 139.56

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|--|---|



CONTINGENCY ALLOCATION REQUEST

CAR No. 39 R0

Date: 8/15/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 18 Anchor Bolts

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-2,641
	Subtotal:	-2,641

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to provide longer anchor bolts.	Abdellatif Enterprises Inc	2,641
Reason: Curbs were added in RFI 18 that required longer anchor bolts.		
Requested By: SVA Architects		
Ref: RFI 18		
	Subtotal:	2,641
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

8-30-18

Date



Change Order #

3

DATE: October 19, 2017

PROJECT: Elm Street Elementary School

Cost proposal associated with Longer bolts at raised curbs at classroom building

Description	Qty	Unit	Unit Price	Extension
5/8x10' all1thread HDG	3		\$ 35.000	\$ 105.00
1" x 10' all-thread HDG	13		\$ 44.850	\$ 583.05
1 1/8" x 10' all-thread HDG	7		\$ 55.870	\$ 391.09
1 1/4" x 10' all-thread HDG	15		\$ 69.850	\$ 1,047.75
Material Subtotal				\$ 2,126.89
Material Sales Tax				\$ 170.15
Material Total				\$ 2,297.04
Labor	0	hour	\$ 73.53	\$ -
Subtotal				\$ 2,297.04
Profit & Overhead		15%		\$ 344.56
Total Change Order				\$ 2,641.60



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 18

Project: Elm Elementary School Reconstruction Project

Date: 04-12-17

Discipline: Civil

Subject: Perimeter Curbs

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C-06 S 303	2	

QUESTION

Ref. C-06, 2/S303

The grading sheet C-06 shows FS is 40.37 and the inside FF is 39.1 with a difference of 1' -3 1/4". Detail 2 /S303 calls out no perimeter curbs. Please advise

ANSWER

Response:

Structurally acceptable to use 1/S303 along that area wher crub is required based on FS vesus FF elevations.

PSE-04/14/17

Perimeter curbs are required at all exterior walls and all wet areas within each building, ie: restrooms, janitors room, kitchen, etc.

Tom Bardwell, SVA4/19/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
JT Wimsatt Contracting Co Inc	Raymond Krikorian	4/19/2017

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: Raymond Krikorian - JT Wimsatt Contracting Co Inc - Author Number: 003

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 18

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 04-12-17
Discipline: Civil

Subject: Perimeter Curbs

Response Requested By: 04-19-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C-06		
S 303	2	

QUESTION

Ref. C-06, 2/S303

The grading sheet C-06 shows FS is 40.37 and the inside FF is 39.1 with a difference of 1' -3 1/4".
Detail 2 /S303 calls out no perimeter curbs. Please advise

ANSWER

Structurally acceptable to use 1/S303 along that area where curb is required based on FS vesus FF elevations.
PSE - 04/14/17

Perimeter curbs are required at all exterior walls and all wet areas within each building, ie: restrooms, janitors room, kitchen, etc.
SVA - 4-19-17

Response Provided By: _____
Name Company Date

Question Initiated By: Raymond Krikorian - JT Wimsatt Contracting Co Inc - Author Number: 003

Submitted By: Gina Sierra - Bernards

Request For Information



Project: 1701- Elm St Elementary

To: Gina Sierra
Bernards Builders
555 First Street

San Fernando CA 91340

RFI #: NA

Contractor RFI #: 003

Subcontractor RFI #:

Initiated By: JT Wimsatt

Date: 4/10/2017

Ref. Drawing:

Subject: Perimeter Curbs

Request: The grading sheet C-06 shows outside FS is 40.37 and the inside FF is 39.1 with a difference of 1'-3 1/4". Detail 2/S303 calls out no perimeter curbs. Please advise.

From: Raymond Krikorian
JT Wimsatt Contracting Co., Inc.

Required By: 4/17/2017



REQUEST FOR INFORMATION

RFI No.: 18R

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 05-30-17
Discipline: Civil

Subject: Perimeter Curbs follow-up question

Response Requested By: 04-19-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Ref. C-06, 2/S303, 1/S303,

- RFI response says it is acceptable to use 1/S303-curb detail. Will it be acceptable for the total curb height to exceed 1'-0" MAX ? The curb will be approximately 1' - 9' 1/4".
- Is additional reinforcing required if the curb exceeds 1' - 0" Max?
- What is the water proofing detail where the exterior building curbs retain soil as depicted in 1/S-303?
- Add 6" to curb height per code requirement ? See attached 1/ S-303

ANSWER

- Refer to CCD 4.
- Follow reinforcing for curbs in 11/S-301.
PSE-David-06/01/17
- See attached sketch for waterproofing detail.
- Refer to CCD 4 and attached sketch for curb height locations.
SVA-Tom 7/10/17

Response Provided By: _____
 Name Company Date

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 18R

Project: Elm Elementary School Reconstruction Project

Date: 05-30-17

Discipline: Civil

Subject: Perimeter Curbs follow-up question

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Ref. C-06, 2/S303, 1/S303,

1. RFI response says it is acceptable to use 1/S303-curb detail. Will it be acceptable for the total curb height to exceed 1'-0" MAX ? The curb will be approximately 1' - 9' 1/4".
2. Is additional reinforcing required if the curb exceeds 1' - 0" Max?
3. What is the water proofing detail where the exterior building curbs retain soil as depicted in 1/S-303?
4. Add 6" to curb height per code requirement ? See attached 1/ S-303

ANSWER

Response

1. Refer to CCD 4.
2. Follow reinforcing for curbs in 11/S-301.
PSE - David 06/07/17
3. See attached sketch for waterproofing detail
4. Refer to CCD 4 and attached sketch for curb height locations
SVA-Tom 7/10/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	7/11/2017
Abdellatif Enterprises	Hazem Abdellatif	7/11/2017
ACSS	Kevin Charnesky	7/11/2017
Taft Electric	Matt Gobuty	7/11/2017
Ebheard Roofing	Mike Williams	7/11/2017
JT Wimsatt Contracting	Raymond Krikorian	7/11/2017
Stantru Reinforcing Steel	Steve Kendrick	7/11/2017



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 18R

Project: Elm Elementary School Reconstruction Project

Date: 05-30-17

Discipline: Civil

Subject: Perimeter Curbs follow-up question

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards

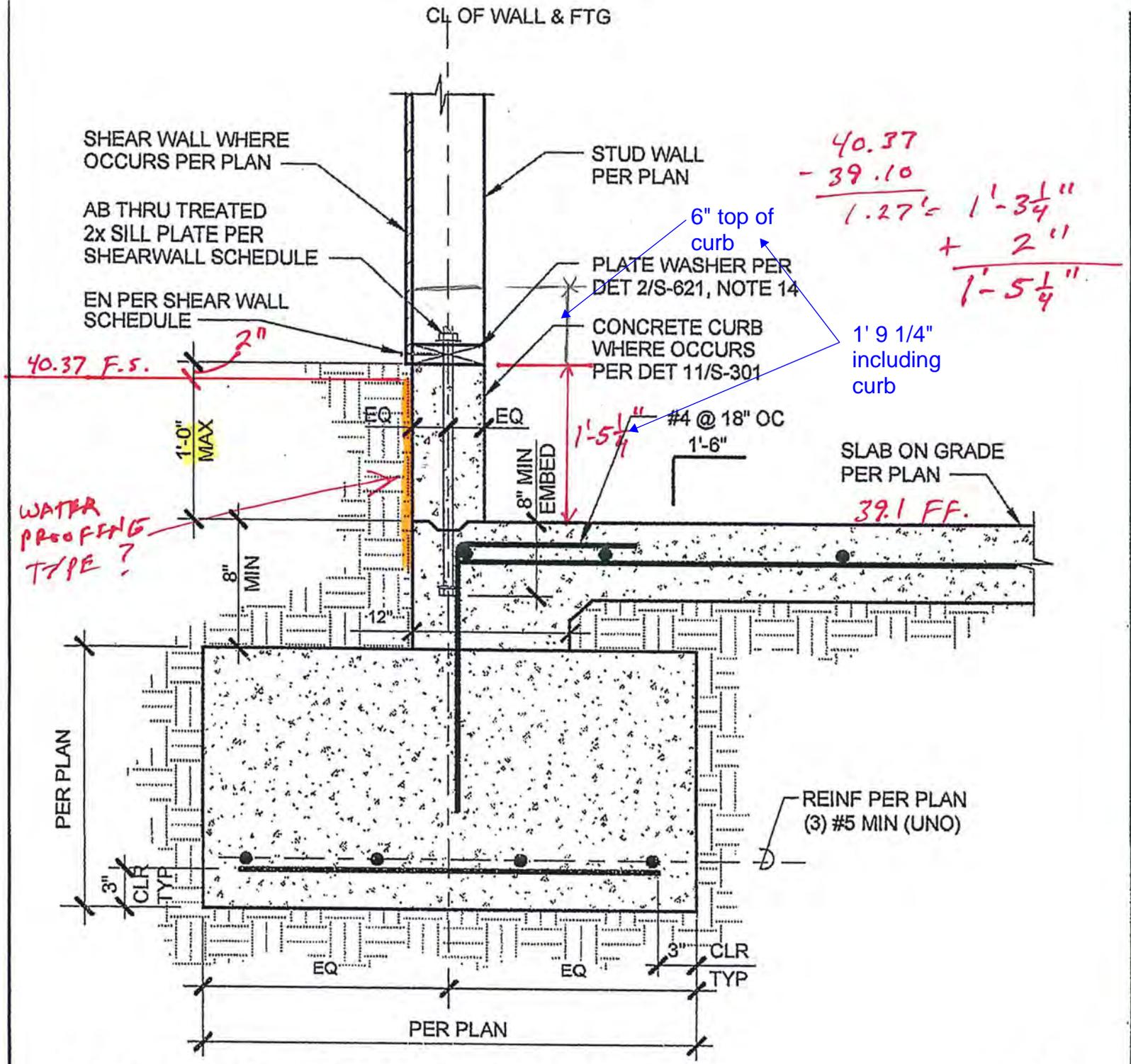
Project: Elm Elementary School Reconstruction Project

Job No. 1636.

2 of 2

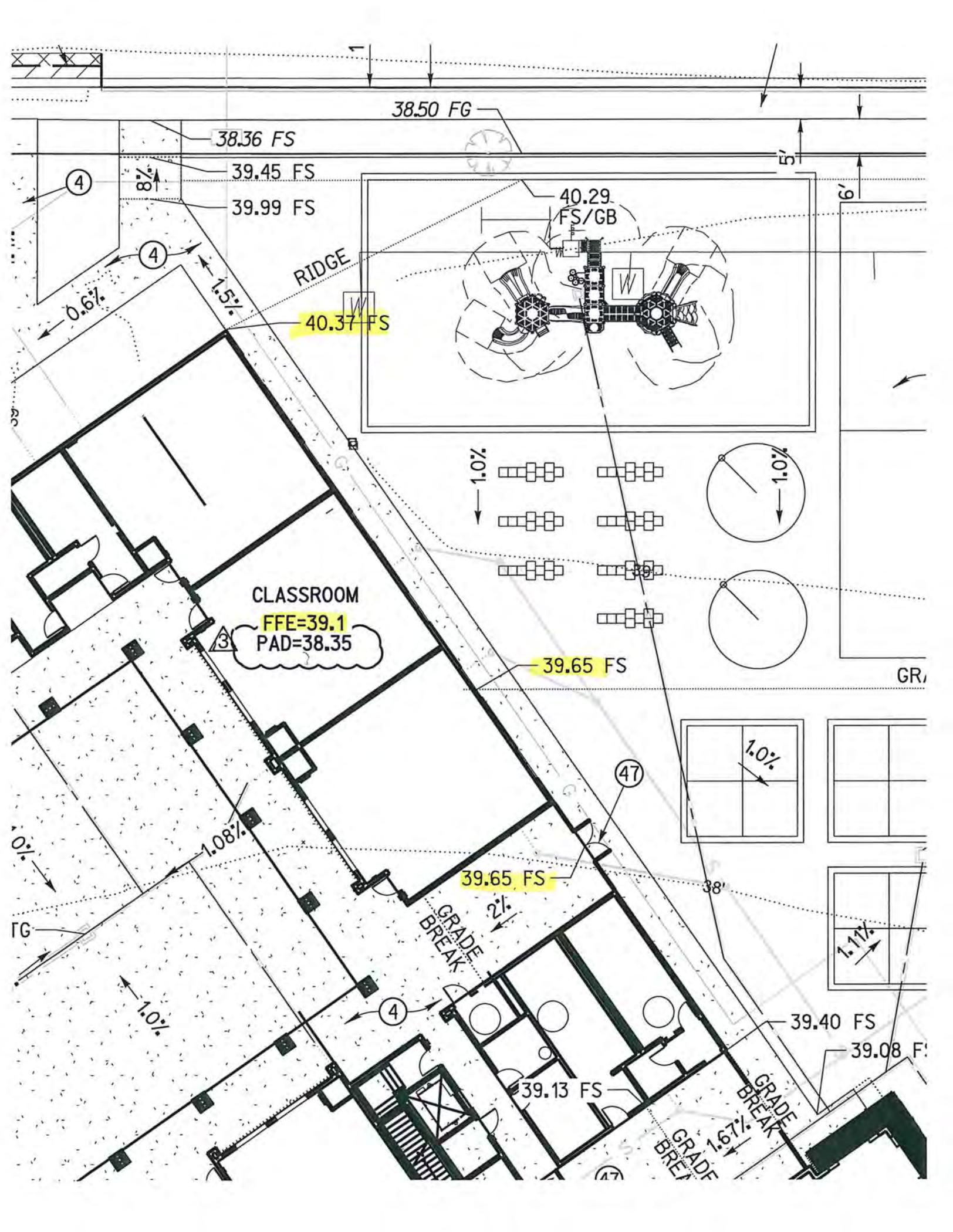
REQUEST FOR INFORMATION

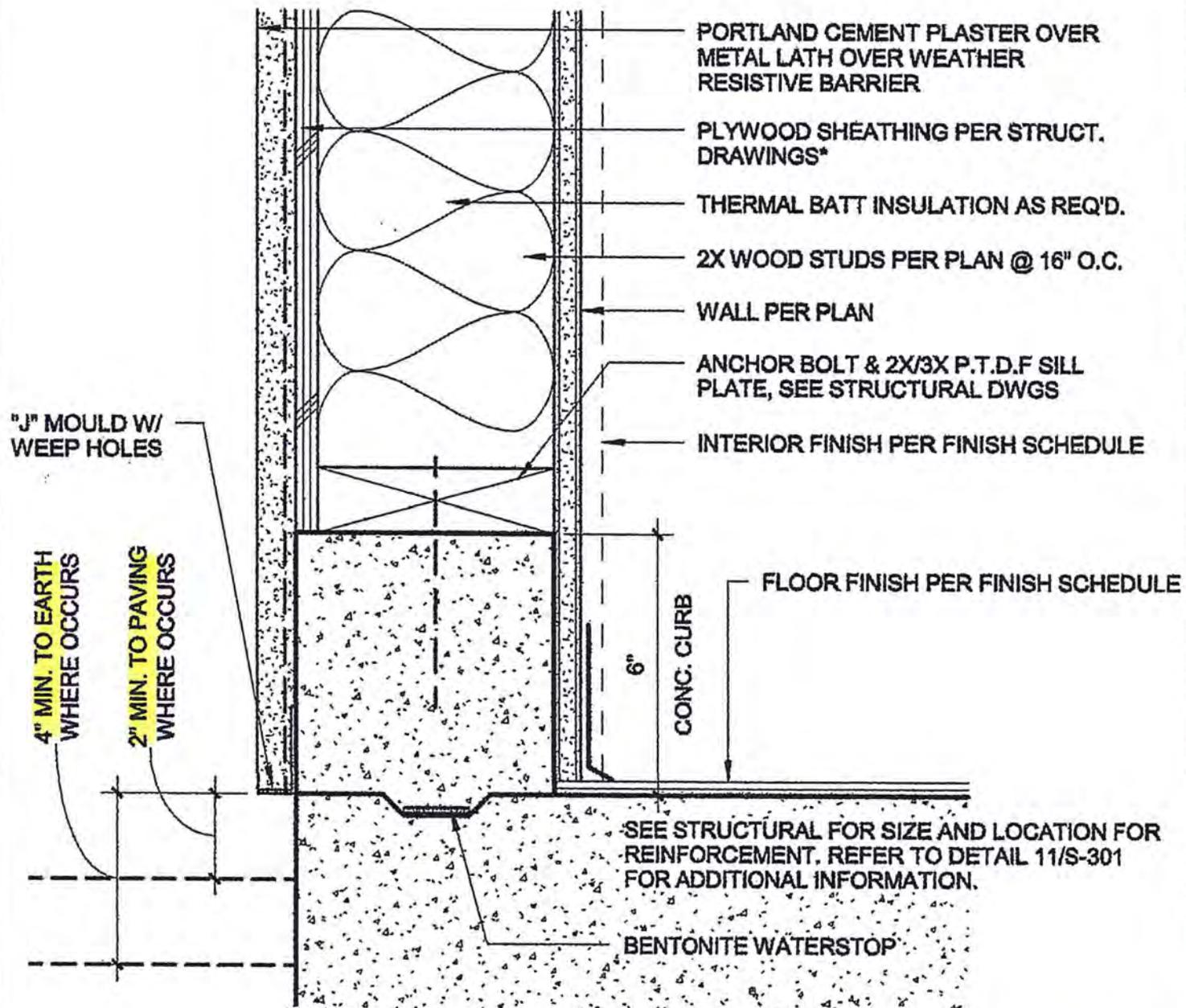
Report Date: 7/11/2017



$$\begin{array}{r}
 40.37 \\
 - 39.10 \\
 \hline
 1.27' = 1'-3\frac{1}{4}" \\
 + 2" \\
 \hline
 1'-5\frac{1}{4}"
 \end{array}$$

EXTERIOR WALL FOUNDATION





NOTE:

* APPLY NON-STRUCTURAL SHEATHING TO ALL EXT. SURFACES WHERE STRUCT. SHEATHING DOES NOT OCCUR. FOR STRUCT. SHEATHING SEE STRUCT. DWGS. REFER TO NAILING SCHEDULE 2/S-621



REQUEST FOR INFORMATION

RFI No.: 18

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 04-12-17
Discipline: Civil

Subject: Perimeter Curbs

Response Requested By: 04-19-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C-06		
S 303	2	

QUESTION

Ref. C-06, 2/S303

The grading sheet C-06 shows FS is 40.37 and the inside FF is 39.1 with a difference of 1' -3 1/4".
Detail 2 /S303 calls out no perimeter curbs. Please advise

ANSWER

Structurally acceptable to use 1/S303 along that area where curb is required based on FS vesus FF elevations.
PSE - 04/14/17

Perimeter curbs are required at all exterior walls and all wet areas within each building, ie: restrooms, janitors room, kitchen, etc.
SVA - 4-19-17

Response Provided By: _____
Name Company Date

Question Initiated By: Raymond Krikorian - JT Wimsatt Contracting Co Inc - Author Number: 003

Submitted By: Gina Sierra - Bernards

Request For Information



Project: 1701- Elm St Elementary

To: Gina Sierra
Bernards Builders
555 First Street

San Fernando CA 91340

RFI #: NA
Contractor RFI #: 003
Subcontractor RFI #:
Initiated By: JT Wimsatt
Date: 4/10/2017

Ref. Drawing:

Subject: Perimeter Curbs

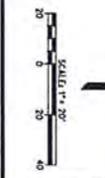
Request: The grading sheet C-06 shows outside FS is 40.37 and the inside FF is 39.1 with a difference of 1'-3 1/4".
Detail 2/S303 calls out no perimeter curbs. Please advise.

From: Raymond Krikorian
JT Wimsatt Contracting Co., Inc.

Required By: 4/17/2017



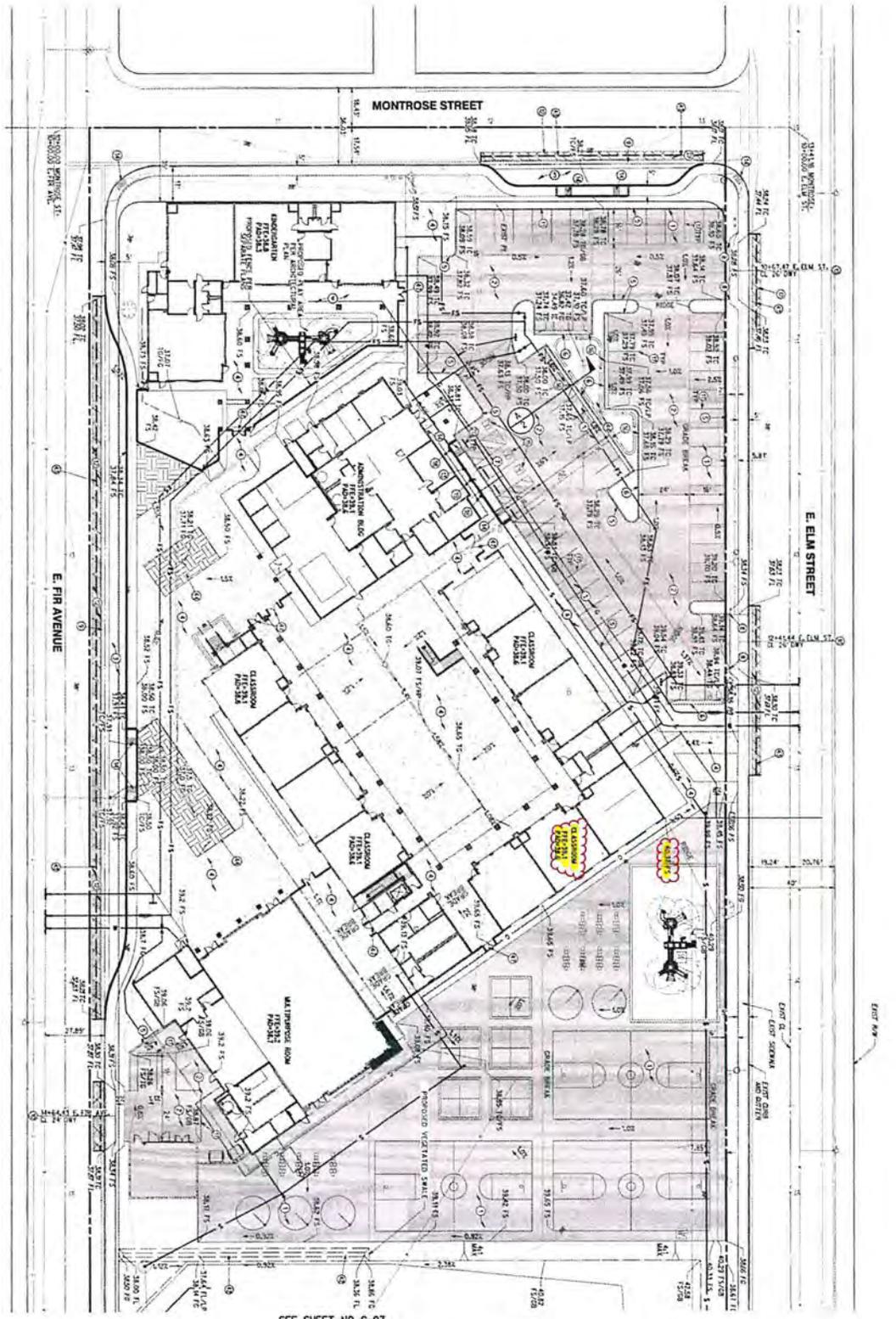
CAUTION:
EXACT LOCATION OF EXISTING UNDERGROUND FACILITIES IS VERIFIED IN FIELD



GRADING, CONSTRUCTION NOTES AND QUANTITY ESTIMATES

COLLECT SOURCE QUOTE OR COMPARE OF EXISTING MATERIALS, & PROPOSED QUANTITY

- 1) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 2) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 3) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 4) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 5) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 6) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 7) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 8) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 9) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 10) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 11) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 12) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 13) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 14) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 15) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 16) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 17) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 18) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 19) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 20) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 21) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 22) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 23) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 24) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 25) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 26) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 27) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 28) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 29) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 30) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 31) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 32) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 33) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 34) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 35) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 36) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 37) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 38) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 39) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 40) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 41) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 42) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 43) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 44) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 45) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 46) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 47) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 48) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 49) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE
- 50) PLACE 20" 42,000 PSI CLASS II A.B. CONCRETE SLAB ON GRADE



SEE SHEET NO. C-07



ARCHITECT
SVA ARCHITECT

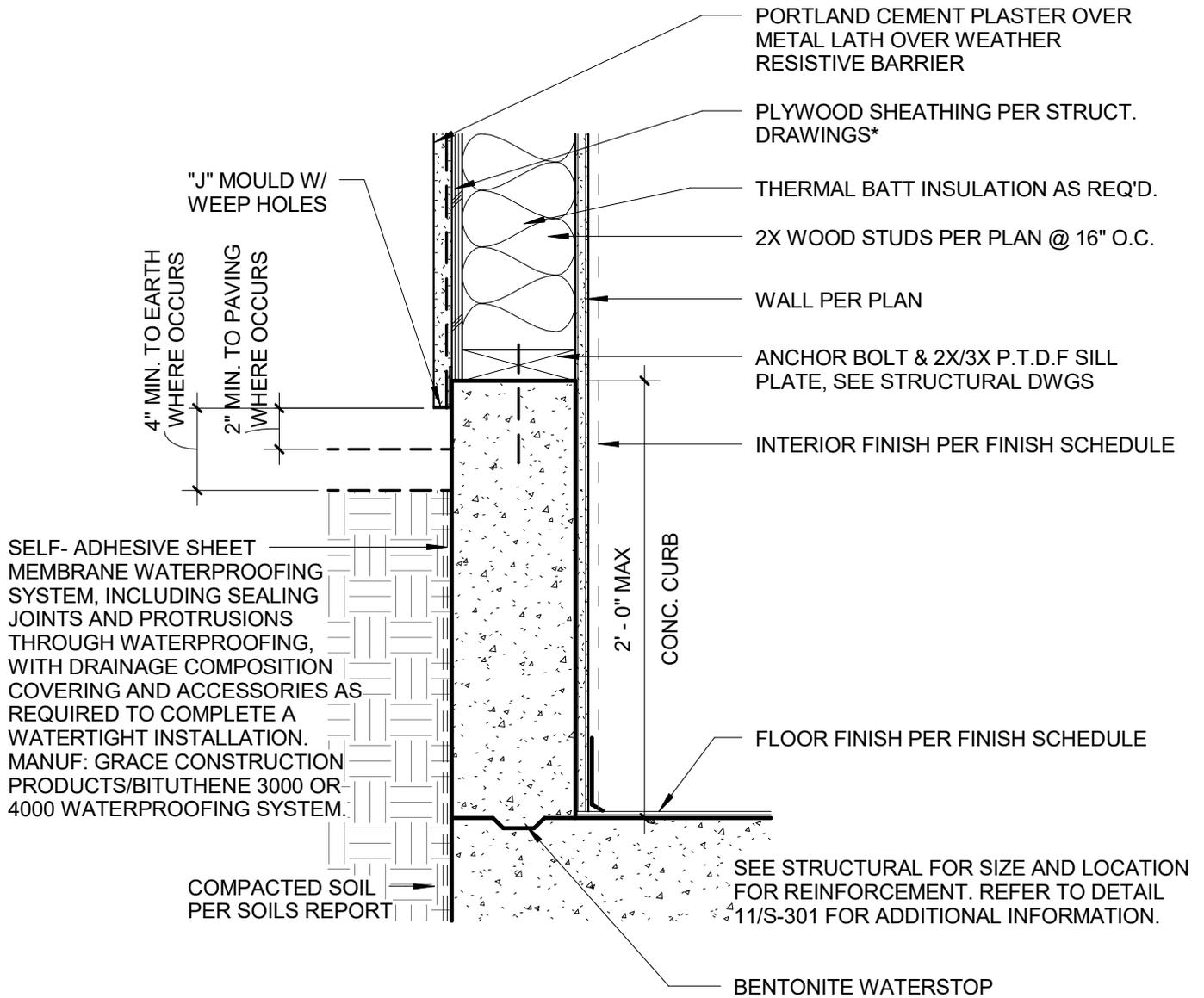
PRECISE GRADING
RICK ARCHITECT

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA, 93033

DATE REVISION: APRIL 08, 21
PROJECT NO.: 1340
SCALE: 1" = 10'
SHEET NUMBER: C-01

REVISIONS	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

REGISTRATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGISTRATION SERVICES
A# 03-119407
DATE: MAY 11, 2025



NOTE:
 * APPLY NON-STRUCTURAL SHEATHING TO ALL EXT. SURFACES WHERE STRUCT. SHEATHING DOES NOT OCCUR. FOR STRUCT. SHEATHING SEE STRUCT. DWGS. REFER TO NAILING SCHEDULE 2/S-621



DESCRIPTION: EXTERIOR CURB WATERPROOFING DETAIL	DRAWING REFERENCE:	ASK #: SKA-1
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL	ISSUE REFERENCE: --	DATE 07/05/17
PROJECT NUMBER: 1340121		SCALE 1 1/2" = 1'-0"
		DRAWN BY Author



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 18R1

Project: Elm Elementary School Reconstruction Project

Date: 09-21-17
Discipline: Structural

Subject: Concrete Curbs with additional bar requirement

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-301	11	
S-302	7	

QUESTION

Follow up to RFI 18R

The IOR (Tim) has interpreted detail 11/S-301 to include 2 - curtains of rebar if the curb exceeds 6". He has also interpreted detail 7/S-302 to be included in curb reinforcing requirements, which means that all curb intersections and corners need additional rebar. Please confirm that the this additional rebar is required. (See attached photo)

ANSWER

Response

One curtain of reinforcing is structurally required per 11/S-301. 7/S-302 is applicable to concrete walls only, not structurally required at curbs
PSE -9/21/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Craig Scott	9/25/2017
JT Wimsatt Contracting Co Inc	Mike Taylor	9/25/2017
Stantru Reinforcing Steel	Steve Torrey	9/25/2017

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Steve Johnson - Bernards
Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 18R1

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Concrete Curbs with additional bar requirement

Date: 09-21-17
Discipline: Structural

Response Requested By: 09-28-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-301	11	
S-302	7	

QUESTION

Follow up to RFI 18R

The IOR (Tim) has interpreted detail 11/S-301 to include 2 - curtains of rebar if the curb exceeds 6". He has also interpreted detail 7/S-302 to be included in curb reinforcing requirements, which means that all curb intersections and corners need additional rebar. Please confirm that the this additional rebar is required. (See attached photo)

ANSWER

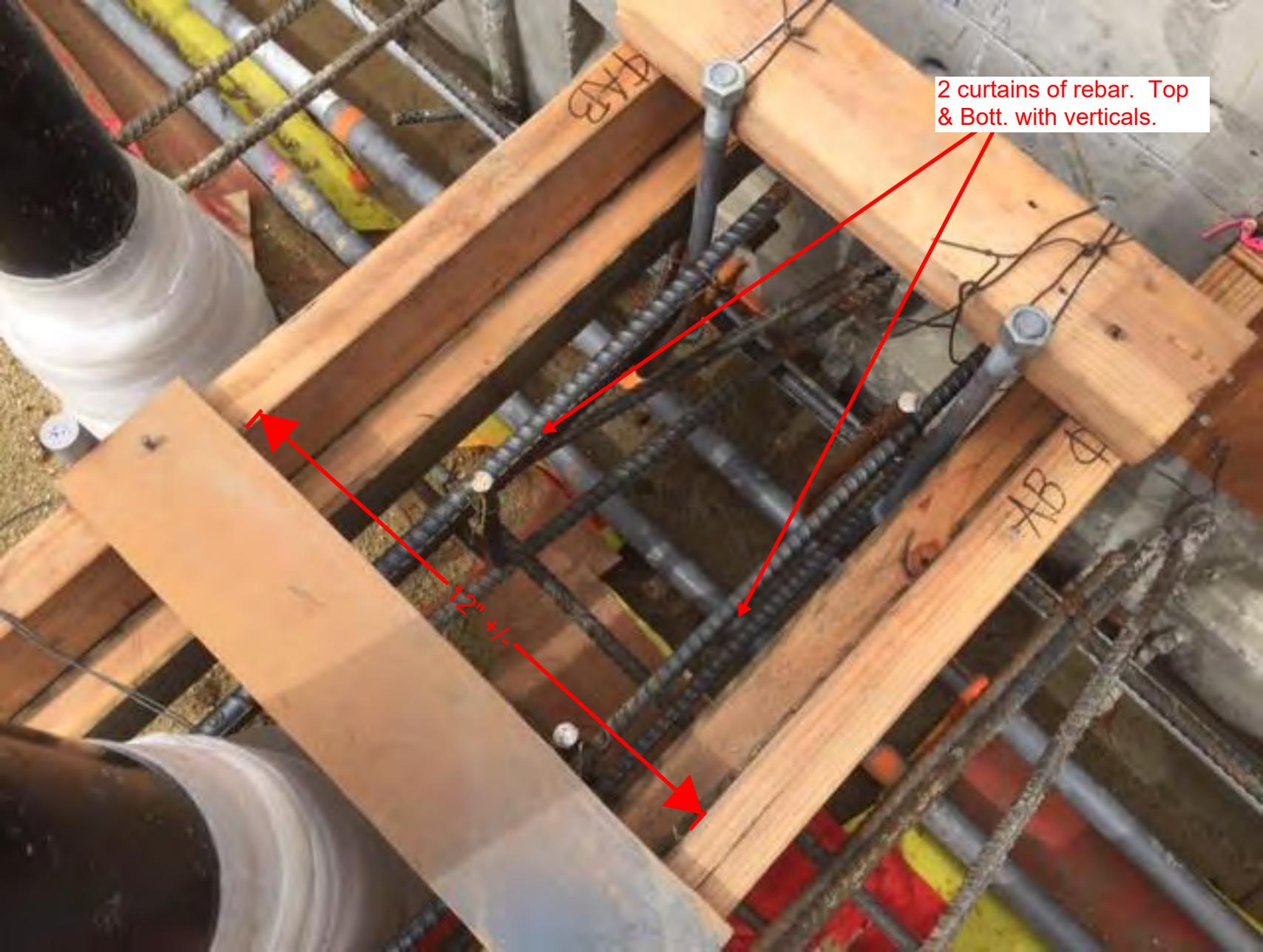
One curtain of reinforcing is structurally required per 11/S-301. 7/S-302 is applicable to concrete walls only, not structurally required at curbs.
PSE-09/21/17

Response Provided By: _____
Name Company Date

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards

2 curtains of rebar. Top & Bott. with verticals.



12" +/-

TAB

TAB 4



CONTINGENCY ALLOCATION REQUEST

CAR No. 40 R0

Date: 8/15/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 145 Added Beams At Kindergarten

Reference Documents: RFI 145

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-1,012
	Subtotal:	-1,012

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add 6x12 beams at Kindergarten.	Abdellatif Enterprises Inc	1,012
Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: RFI 145		
	Subtotal:	1,012
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Carl Magnusson Project Executive

Date

8-30-18
Date



Change Order # 4

DATE: October 19, 2017

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 145 - added 6x12 at Kindergarten walkway

Description	Qty	Unit	Unit Price	Extension
6x12x16	1		\$ 129.600	\$ 129.60
6x12x18	1		\$ 145.800	\$ 145.80
Material Subtotal				\$ 275.40
Material Sales Tax				\$ 24.79
Material Total				\$ 300.19
Labor	8	hour	\$ 72.48	\$ 579.84
Subtotal				\$ 880.03
Profit & Overhead		15%		\$ 132.00
Total Change Order				\$ 1,012.03



**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. : 145

Project: Elm Elementary School Reconstruction Project

Date: 09-12-17
Discipline: Structural

Subject: Modifying Columns at Kindergarten

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-142		

QUESTION

Ref. "Right Side Sketch"

Please confirm modifying the Kindergarten columns 303A and 303B to be like columns 301A, 301B, and 302A which have CCOQ6 buckets for the 6x12 beam. See attached "Right Side Sketch"

ANSWER

Response

Proposed structurally acceptable as based on attached email correspondence (Dtd. 9/8/17)
PSE-09/12/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises	Hazem Abdellatif	9/13/2017
Anderson Charnesky Structural Steel Inc	Kevin Charnesky	9/13/2017

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Jaime Pace - Bernards
Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 145

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 09-12-17
Discipline: Structural

Subject: Modifying Columns at Kindergarten

Response Requested By: 09-13-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-142		

QUESTION

Ref. "Right Side Sketch"

Please confirm modifying the Kindergarten columns 303A and 303B to be like columns 301A, 301B, and 302A which have CCOQ6 buckets for the 6x12 beam. See attached "Right Side Sketch"

ANSWER

Proposed structurally acceptable as based on attached email correspondence.
PSE-09/12/17

Response Provided By: _____
Name Company Date

Question Initiated By: Jaime Pace - Bernards

Submitted By: Gina Sierra - Bernards

David Chieng

From: Steve Johnson <SJohnson@bernards.com>
Sent: Friday, September 8, 2017 7:19 AM
To: 'Steve Ahn'; 'Kevin Charnesky'
Cc: Jaime Pace; Gina Sierra; 'Cecil Rodriguez'; 'Hazem Abdellatif'; 'craig@abdellatifenterprises.com'
Subject: FW: Question about Kindergarten roof framing

Steve and Kevin,

We will be modifying the Kindergarten columns 303A and 303B to be like columns 301A, 301B, and 302A which have CCOQ6 buckets for the 6x12 beam. Please proceed with re-detailing those columns. This change will be tracked with and RFI.

Steve Johnson

Senior Superintendent | BERNARDS BUILDERS

From: Tom Bardwell [mailto:tbardwell@sva-architects.com]
Sent: Thursday, September 07, 2017 4:11 PM
To: David Chieng <dchieng@petrastructural.com>; Steve Johnson <SJohnson@bernards.com>; Peter Sarkis <psarkis@petrastructural.com>
Cc: Gina Sierra <GSierra@bernards.com>
Subject: RE: Question about Kindergarten roof framing

Thanks David for your reply.

Since we have a 6x12 to carry the rafters on the one side of the covered walkway, I would like to provide the 6x12 on the other side of the walkway to make it look consistent.

I will have Steve work up an RFI for record keeping.

Thanks,

Tom Bardwell

Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu
3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380
www.sva-architects.com



Please consider the environment before printing this email and/or any attachments

ARCHITECTS

From: David Chieng [mailto:dchieng@petrastructural.com]
Sent: September 07, 2017 3:10 PM
To: Steve Johnson <SJohnson@bernards.com>; Tom Bardwell <tbardwell@sva-architects.com>; Peter Sarkis <psarkis@petrastructural.com>
Cc: Gina Sierra <GSierra@bernards.com>
Subject: RE: Question about Kindergarten roof framing

Steve,

Structurally the 6x12 beams are not required in that portion of framing. The 2x12 roof rafters can be hung off the 4x12 w/ standard simpson hangers.

Tom,

Do you have any design requirements to have that 6x12 beams there?

Thanks,

David

From: Steve Johnson [<mailto:SJohnson@bernards.com>]

Sent: Thursday, September 7, 2017 2:10 PM

To: 'Tom Bardwell' <tbardwell@sva-architects.com>; David Chieng <dchieng@petrastructural.com>

Cc: Gina Sierra <GSierra@bernards.com>

Subject: Question about Kindergarten roof framing

Importance: High

Tom and David,

As I was checking the steel shop drawings with our framer, we noticed that part of the Kindergarten walkway roof framing does not have a 6x12 beam to carry the rafters. I have marked up the attached plan to show the location. We think detail 6/S-613 should be used at the entire walkway. If you agree, we will make the steel columns to carry a 6x12 beam. Please review this and respond ASAP. We need to start fabricating these columns.

Thank you,

Steve Johnson

Senior Superintendent



An Employee Owned Company

555 First Street | San Fernando, CA 91340

T 818.898.1521 | F 818.365.0065 | C 805.574.0298

sjohnson@bernards.com | www.bernards.com



CONTINGENCY ALLOCATION REQUEST

CAR No. 41 R0

Date: 8/15/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 158 Increase Wall Size

Reference Documents: RFI 158

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-398
	Subtotal:	-398

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to change Kindergarten walls from 2x4 to 2x6.	Abdellatif Enterprises Inc	398
Reason: Conflict between the 2x4 walls and 6" posts shown on plans.		
Requested By: SVA Architects		
RefL RFI 158		
	Subtotal:	398
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Printed Name & Title

Date


Signature

Carl Meyer Project Executive
Printed Name & Title

8-30-18
Date



Change Order # 5

DATE: October 30, 2017

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 158 - change walls from 2x4 to 2x6

Description	Qty	Unit	Unit Price	Extension
6x6x16	4		\$ 75.865	\$ 303.46
2x6x16	18		\$ 14.824	\$ 266.83
3x6x16	4		\$ 30.960	\$ 123.84
4x6x16	-4		\$ 36.100	\$ (144.40)
2x4x16	-18		\$ 9.243	\$ (166.38)
3x4x16	-4		\$ 16.395	\$ (65.58)
Material Subtotal				\$ 317.77
Material Sales Tax				\$ 28.60
Material Total				\$ 346.37
Labor	0	hour	\$ 73.53	\$ -
Subtotal				\$ 346.37
Profit & Overhead		15%		\$ 51.96
Total Change Order				\$ 398.32



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 158

Project: Elm Elementary School Reconstruction Project

Date: 09-22-17

Discipline: Structural

Subject: Kindergarten Bldg. 4 Roof Framing Plan

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-142		

QUESTION

Ref. S-142 (See attached marked up plans)

1. Please verify that the wall on gridline 6 between C and B.5 will need to be accommodate the 6x6 post.
- 2a. Please verify that the support posts under the roof ridges and valleys are typically 6x6 with 5/S-602 as the typical details at those locations.
- 2b. Please verify that 5" dia pipe posts are not required.

ANSWER

Responses

1. Structurally confirmed.
- 2a. Structurally confirmed.
- 2b. Structurally confirmed.

PSE-09/25/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	9/25/2017
Anderson Charnesky Structural Steel Inc	Kevin Charnesky	9/25/2017

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 158

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Kindergarten Bldg. 4 Roof Framing Plan

Date: 09-22-17
Discipline: Structural

Response Requested By: 09-29-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-142		

QUESTION

Ref. S-142 (See attached marked up plans)

1. Please verify that the wall on gridline 6 between C and B.5 will need to be accommodate the 6x6 post.
- 2a. Please verify that the support posts under the roof ridges and valleys are typically 6x6 with 5/S-602 as the typical details at those locations.
- 2b. Please verify that 5" dia pipe posts are not required.

ANSWER

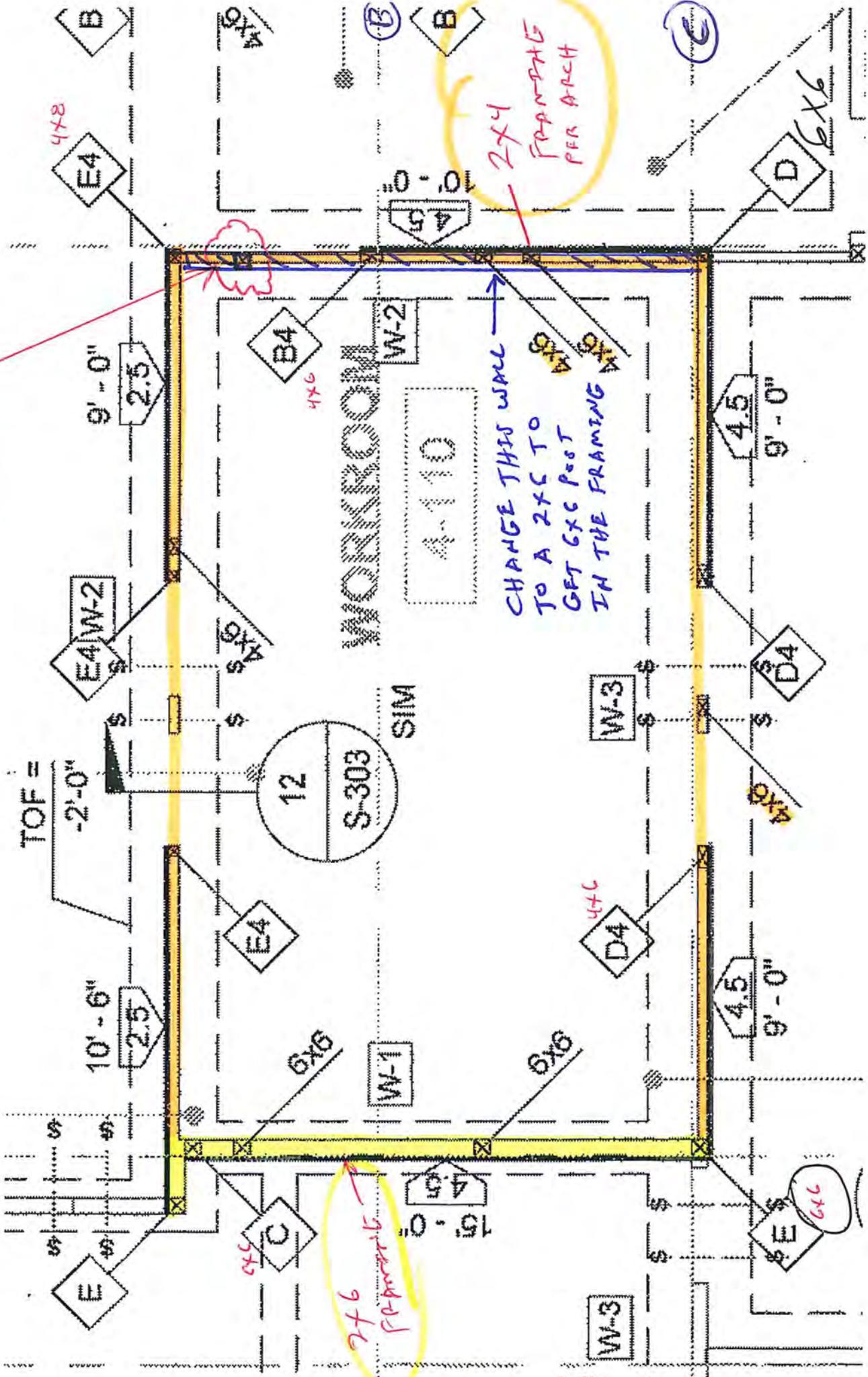
1. Structurally confirmed.
 - 2a. Structurally confirmed.
 - 2b. Structurally confirmed.
- PSE-09/25/17

Response Provided By: _____
Name Company Date

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards

SEE S-142 - THIS IS A 6x6 TO CARRY THE 7x20 PS2 LOW



CHANGE THIS WALL TO A 2x6 TO GET 6x6 POST IN THE FRAMING

2x4 FRAMING PER ARCH

2x6 FRAMING

KRAUER S-141



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 158

Project: Elm Elementary School Reconstruction Project

Date: 09-22-17

Discipline: Structural

Subject: Kindergarten Bldg. 4 Roof Framing Plan

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-142		

QUESTION

Ref. S-142 (See attached marked up plans)

1. Please verify that the wall on gridline 6 between C and B.5 will need to be accommodate the 6x6 post.
- 2a. Please verify that the support posts under the roof ridges and valleys are typically 6x6 with 5/S-602 as the typical details at those locations.
- 2b. Please verify that 5" dia pipe posts are not required.

ANSWER

Responses

1. Structurally confirmed.
- 2a. Structurally confirmed.
- 2b. Structurally confirmed.

PSE-09/25/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	9/25/2017
Anderson Charnesky Structural Steel Inc	Kevin Charnesky	9/25/2017

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 158

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Kindergarten Bldg. 4 Roof Framing Plan

Date: 09-22-17
Discipline: Structural

Response Requested By: 09-29-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-142		

QUESTION

Ref. S-142 (See attached marked up plans)

- 1. Please verify that the wall on gridline 6 between C and B.5 will need to be accommodate the 6x6 post.
- 2a. Please verify that the support posts under the roof ridges and valleys are typically 6x6 with 5/S-602 as the typical details at those locations.
- 2b. Please verify that 5" dia pipe posts are not required.

ANSWER

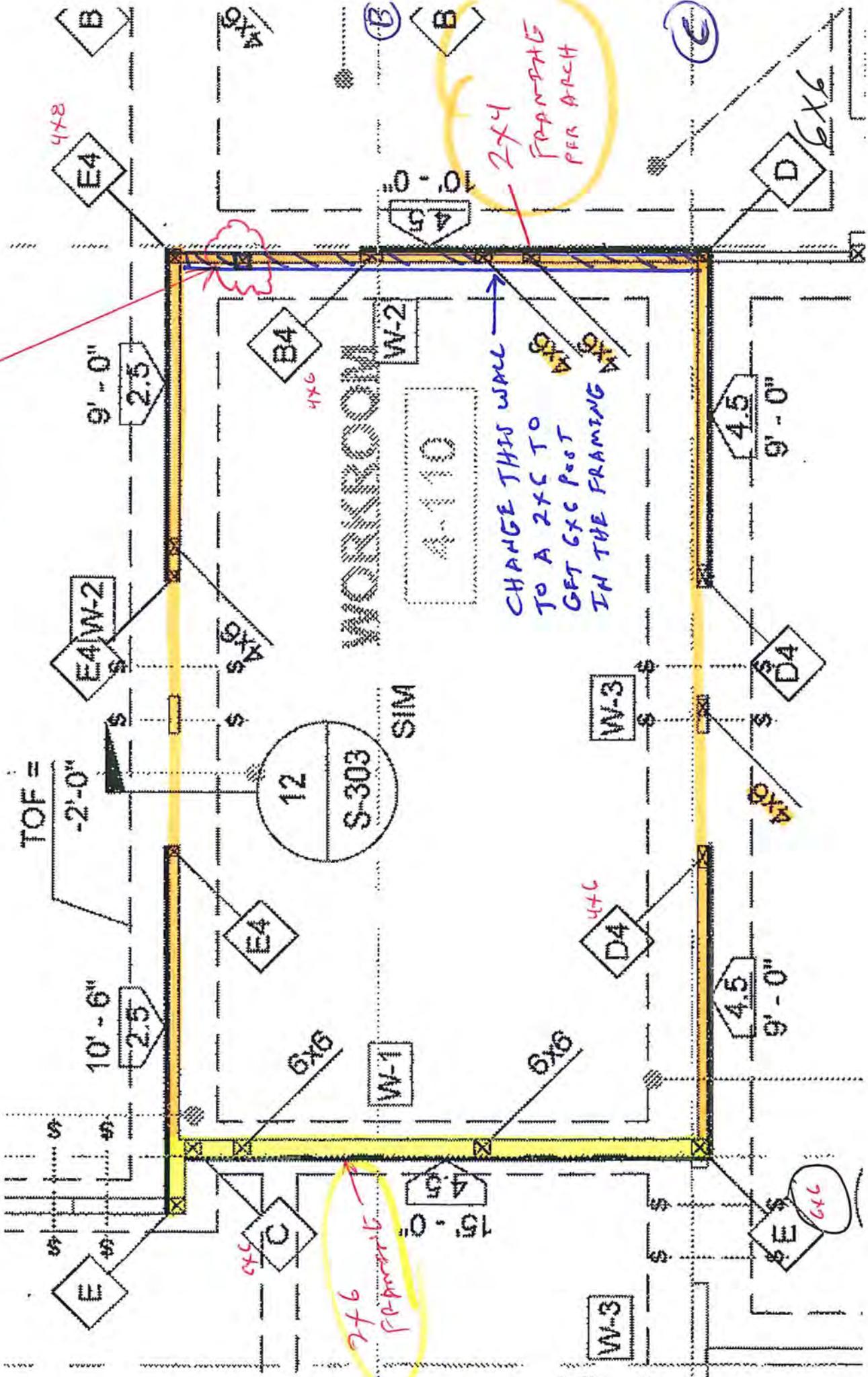
- 1. Structurally confirmed.
 - 2a. Structurally confirmed.
 - 2b. Structurally confirmed.
- PSE-09/25/17

Response Provided By: _____
Name Company Date

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards

SEE S-142 - THIS IS A 6x6 TO CARRY THE 7x20 PS2 LOW



2x4 FRAMING PER ARCH

CHANGE THIS WALL TO A 2x6 TO GET 6x6 POST IN THE FRAMING

2x6 FRAMING

KRAVER S-141



CONTINGENCY ALLOCATION REQUEST

CAR No. 42 R0

Date: 8/15/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 171

Reference Documents: RFI 171

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-3,417
	Subtotal:	-3,417

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to change Kindergarten wall framing from 2x4 to 4x4.	Abdellatif Enterprises Inc	3,417
Reason: Directed in RFI 171		
Requested By: SVA Architects		
Ref: RFI 171		
	Subtotal:	3,417
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Printed Name & Title

Date


Signature

Carl Magnus Project Executive

Printed Name & Title

8-30-18

Date



Change Order #

6

DATE: October 30, 2017

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 171 - change walls to 4x4 12" o.c.

Description	Qty	Unit	Unit Price	Extension
4x4x18	95		\$ 25.375	\$ 2,410.64
2x4x18	-72		\$ (10.399)	\$ (748.70)
Material Subtotal				\$ 1,661.94
Material Sales Tax				\$ 149.57
Material Total				\$ 1,811.51
Labor (added blocks/nailing)	16	hour	\$ 72.48	\$ 1,159.68
Subtotal				\$ 2,971.19
Profit & Overhead		15%		\$ 445.68
Total Change Order				\$ 3,416.87



**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. : 171

Project: Elm Elementary School Reconstruction Project

Date: 10-02-17

Discipline: Architectural

Subject: Kinder. Bdg. Shear Restroom / Workroom Wall Types and Sizes

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A61.1		Wall Type General Notes
S-621	2	
A4-11.1		

QUESTION

Ref. Sht. S-141 & email correspondence dtd. 10/2/17 (AOR, SEOR, Bernard)

We need to confirm that the highlighted walls on the attached plan are intended to be 2x4 framing. The architectural plans show them to be 2x4. We will be framing these walls on 6" high curbs because they are part of the bathroom walls. The IOR thinks all bearing/shear walls are 2x6, but we have not found anything in the construction documents to support that. We do know that all exterior walls are 2x6 per the notes. Please review this and let us know if we are correct.

ANSWER

Response: 10/2/17, & 10/3/17

There are limits to how high 2x4 walls can be as follow:

Max. 10'-0" stud height for interior bearing wall

Max. 14'-0" stud height for interior non-load bearing wall.

Otherwise use 2x6 studs. Can those interior walls be 2x6?

David - PSE-10/2/17

For the interior Kindergarten walls, it's structurally acceptable to use 4x4 studs @ 12"O.C, maximum stud height of 18'-0"

David.-PSE-10/3/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Craig Scott	10/5/2017
Pacific Interiors Enterprise	Curtis Dowell	10/5/2017
Precision Plumbing-Mechanical	Daniel Bascom	10/5/2017



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 171

Project: Elm Elementary School Reconstruction Project

Date: 10-02-17

Discipline: Architectural

Subject: Kinder. Bdg. Shear Restroom/ Workroom Wall Types and Sizes

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Gina Sierra - Bernards

Submitted By: Gina Sierra - Bernards

Project: Elm Elementary School Reconstruction Project

Job No. 1636.

2 of 2

REQUEST FOR INFORMATION

Report Date: 10/6/2017

Gina Sierra

From: Steve Johnson
Sent: Thursday, October 05, 2017 2:57 PM
To: Gina Sierra
Subject: FW: Kindergarten shear walls

Steve Johnson

Senior Superintendent | BERNARDS BUILDERS

From: Tom Bardwell [mailto:tbardwell@sva-architects.com]
Sent: Tuesday, October 03, 2017 5:05 PM
To: Jaime Pace <jpace@bernards.com>; Steve Johnson <SJohnson@bernards.com>
Subject: Fwd: Kindergarten shear walls

----- Original message -----

From: David Chieng <dchieng@petrastructural.com>
Date: 10/3/17 4:34 PM (GMT-08:00)
To: Tom Bardwell <tbardwell@sva-architects.com>, Peter Sarkis <psarkis@petrastructural.com>
Subject: RE: Kindergarten shear walls

Tom,
For the interior Kindergarten walls, it's structurally acceptable to use 4x4 studs @ 12"O.C, maximum stud height of 18'-0"
Thanks,
David

From: David Chieng
Sent: Monday, October 2, 2017 2:21 PM
To: Tom Bardwell <tbardwell@sva-architects.com>; Peter Sarkis <psarkis@petrastructural.com>
Subject: RE: Kindergarten shear walls
Importance: High

Tom,
There are limits to how high 2x4 walls can be as follow:
Max. 10'-0" stud height for interior bearing wall.
Max. 14'-0" stud height for interior non-load bearing wall.

Otherwise use 2x6 studs. Can those interior walls be 2x6?

Thanks,
David

From: Steve Johnson [mailto:SJohnson@bernards.com]
Sent: Friday, September 29, 2017 3:28 PM
To: Tom Bardwell <tbardwell@sva-architects.com>; David Chieng <dchieng@petrastructural.com>; Peter Sarkis <psarkis@petrastructural.com>
Cc: Jaime Pace <jpace@bernards.com>

Subject: RE: Kindergarten shear walls

Importance: High

Tom, David and Peter,

We trying to head off a possible issue with the IOR before the Kindergarten SOG pour next Wednesday. We need to confirm that the highlighted walls on the attached plan are intended to be 2x4 framing. The architectural plans show them to be 2x4. We will be framing these walls on 6" high curbs because they are part of the bathroom walls. The IOR thinks all bearing/shear walls are 2x6, but we have not found anything in the construction documents to support that. We do know that all exterior walls are 2x6 per the notes. Please review this and let us know if we are correct. We do not want to turn this into an RFI unless the IOR stands on his interpretation.

Thank you your help.

Steve Johnson

Senior Superintendent



An Employee Owned Company

555 First Street | San Fernando, CA 91340
T 818.898.1521 | F 818.365.0065 | C 805.574.0298
sjohnson@bernards.com | www.bernards.com



CONTINGENCY ALLOCATION REQUEST

CAR No. 43 R0

Date: 8/15/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 179 Raise Ridges And Hips At Classroom Building

Reference Documents: RFI 179

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-50,889
	Subtotal:	-50,889

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to raise the ridges and hips on the roof of the Classroom Building	Abdellatif Enterprises Inc	50,889
Reason: Directed in RFI 179		
Requested By: SVA Architects		
Ref: RFI 179		
	Subtotal:	50,889
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Carl Magnus Project Executive

Date

8-30-18
Date



Change Order #

7

DATE: October 30 2017

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 179 - raise ridges and hips (Classroom)

Detail 1/S603	Qty	Unit	Unit Price	Extension
4x12x12	14		\$ 46.560	\$ 651.84
1/2"x16" machine bolts	56		\$ 2.430	\$ 136.08
BP 1/2"-3	112		\$ 0.530	\$ 59.35
1/2" NUTS	56		\$ 0.090	\$ 5.04
Material Subtotal				\$ 852.31
Material Sales Tax				\$ 72.57
Material Total				\$ 924.88
Labor (8 hours/location)	56	hour	\$ 72.48	\$ 4,058.88
Subtotal				\$ 4,983.76
Profit & Overhead		15%		\$ 747.56
Subtotal				\$ 5,731.33

Added hangers	Qty	Unit	Unit Price	Extension
LSSU210	1500		\$ 7.500	\$ 11,250.00
Material Subtotal				\$ 11,250.00
Material Sales Tax				\$ 871.88
Material Total				\$ 12,121.88
Labor (4 hours/location)	375	hour	\$ 72.48	\$ 27,180.00
Subtotal				\$ 39,301.88
Profit & Overhead		15%		\$ 5,895.28
Subtotal				\$ 45,197.16

Added CCQ's	Qty	Unit	Unit Price	Extension
CCQ 7.1-6	15		\$ 74.497	\$ 1,117.46
ECCQ7.1-6	2		\$ 74.497	\$ 148.99
Material Subtotal				\$ 1,266.45
Material Sales Tax				\$ 98.15
Material Total				\$ 1,364.60
Labor (2 hours/location)	34	hour	\$ 72.48	\$ 2,464.32
Subtotal				\$ 3,828.92
Profit & Overhead		15%		\$ 574.34
Subtotal				\$ 4,403.26



Change Order # 7

DATE: October 30 2017

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 179 - raise ridges and hips (Classroom)

Credit	Qty	Unit	Unit Price	Extension
A34	-1000		\$ 0.222	\$ (222.00)
Material Subtotal				\$ (222.00)
Material Sales Tax				\$ (17.21)
Material Total				\$ (239.21)
Labor (20 A34's/hour)	-50	hour	\$ 72.48	\$ (3,624.00)
Subtotal				\$ (3,863.21)
Profit & Overhead		15%		\$ (579.48)
Subtotal				\$ (4,442.69)

Change Order Total: \$ 50,889.05



**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

RFI No.: 179

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 10-11-17
Discipline: Structural

**Subject: Classroom Bldg. High Ridge Beam
(Similar to 1/S-603)**

Response Requested By: 10-13-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Please provide a section at the high ridge line beam connection, at (2) conditions (10 & 11 at L line) and (2 & 3 at K line).

ANSWER

For the noted locations, extend the "6x SHAPED CONT TO ROOF SLOPE" on 9/S-611 out to pick up the end roof rafters.

PSE-10/11/17

Please refer to structural observation report #002 dated 10/17/2017. (See Ref. C8 & SK-2 on report)

PSE-10/17/17

Response Provided By: _____
Name Company Date

Question Initiated By: Jaime Pace - Bernards

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 179

Project: Elm Elementary School Reconstruction Project

Date: 10-11-17
Discipline: Structural

Subject: Classroom Bldg. High Ridge Beam (Similar to 1/S-603)

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Please provide a section at the high ridge line beam connection, at (2) conditions (10 & 11 at L line) and (2 & 3 at K line).

ANSWER

Response

For noted locations, extend the " 6x SHAPED CONT TO ROOF SLOPE" on 9/S-611 out to pick up the end roof rafters
PSE -10/11/17

Please refer to structural observation report #002 dated 10/1/2017.
PSE - 10/17/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif	Craig Scott	10/19/2017
Eberhard Inc	Mike Williams	10/19/2017

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Jaime Pace - Bernards
Submitted By: Gina Sierra - Bernards

	Project: Elm Elementary	Project number: 2013-075
	Client: SVA	Report 2 of
		Page 1 of 5

STRUCTURAL OBSERVATION means the visual observation of the structural system, for general conformance to the approved plans and specifications, at significant construction stages and at completion of the structural system. Structural observation does not include or waive the responsibility for the inspections required by Section 108, 1701 or other sections of the code.

THIS REPORT INCLUDES ALL CONSTRUCTION WORK THROUGH

October 17, 2017

PROJECT ADDRESS	STRUCTURAL OBSERVER OF RECORD (SOR)	PHONE NUMBER OF (SOR)
450 East Elm Oxnard, CA	PETER SARKIS	949-331-8475
BUILDING PERMIT NO	STRUCTURAL OBSERVER	OBSERVER LICENSE NO
DSA A#03-116407	Chieh Chieng for Peter Sarkis	SE 5038

OBSERVED STRUCTURAL ELEMENTS AND THEIR CONNECTIONS

FOUNDATION	WALL	FRAMES	FLOORS	ELEMENTS/CONNECTION OBSERVATION LOCATION
<input checked="" type="checkbox"/> Footings, Stem Walls	<input type="checkbox"/> Concrete	<input type="checkbox"/> Steel Moment Frame	<input type="checkbox"/> Concrete	Framing at Classroom and Admin Building.
<input type="checkbox"/> Mat foundation	<input type="checkbox"/> Masonry	<input type="checkbox"/> Steel Braced Frame	<input type="checkbox"/> Steel Deck	
<input type="checkbox"/> Retaining Foundation Hillside Special Anchors	<input type="checkbox"/> Others: ICF walls	<input type="checkbox"/> Masonry Wall Frame	<input type="checkbox"/> Others:	
<input type="checkbox"/> Others:		<input type="checkbox"/> Others: Gravity steel frames		

NOTED DEFICIENCIES with the proposed corresponding corrective actions with respect to general conformance with the approved plans or in the load path: (A final report by the structural observer which states that all observed deficiencies have been resolved is required before acceptance of the work by the building officials.)

Classroom Building:

- C1) Struct. acceptable to install blocking to the underside of the sheathing for the installation of one of the 2 straps along grid 3 between A & B.
- C2) See attached clarification SK-1 for straps at typical intersection at C-8.
- C3) Struct. acceptable to raise the 6x12 along grid 10 from F to J and grid 3 from E to K to match roof rafter height. Use standard joist hangers from the rafters to the beams.

(SEE NEXT PAGE FOR CONTINUATION)

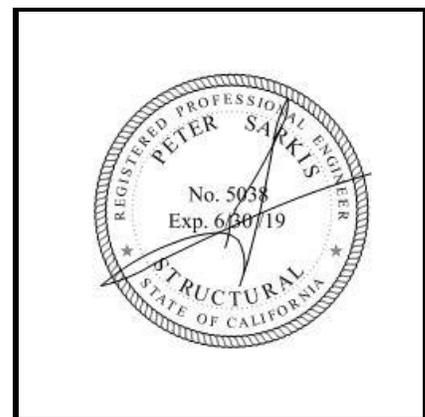
I DECLARE THAT THE FOLLOWING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE:

- I AM THE ENGINEER OR ARCHITECT RETAINED BY THE OWNER TO BE IN RESPONSIBLE CHARGE FOR THE STRUCTURAL OBSERVATION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF LOS ANGELES.
- I, OR ANOTHER ENGINEER OR ARCHITECT WHO I HAVE DESIGNATED ABOVE AND IS UNDER MY RESPONSIBLE CHARGE, HAS PERFORMED THE REQUIRED SITE VISITS AT EACH SIGNIFICANT CONSTRUCTION STAGE TO VERIFY IF THE STRUCTURE IS IN GENERAL CONFORMANCE WITH APPROVED PLANS AND SPECIFICATIONS;
- ALL NOTED DEFICIENCIES WHICH REMAIN TO BE CORRECTED HAVE BEEN INDICATED ABOVE;
- I RECOMMEND THAT ACCEPTANCE OF THE STRUCTURAL SYSTEMS BY THE CITY OF LOS ANGELES BE WITHHELD UNTIL ALL OBSERVED DEFICIENCIES ARE CORRECTED.

10/17/2017

SIGNATURE OF STRUCTURAL OBSERVER OF RECORD

DATE



Stamp of Structural Observer

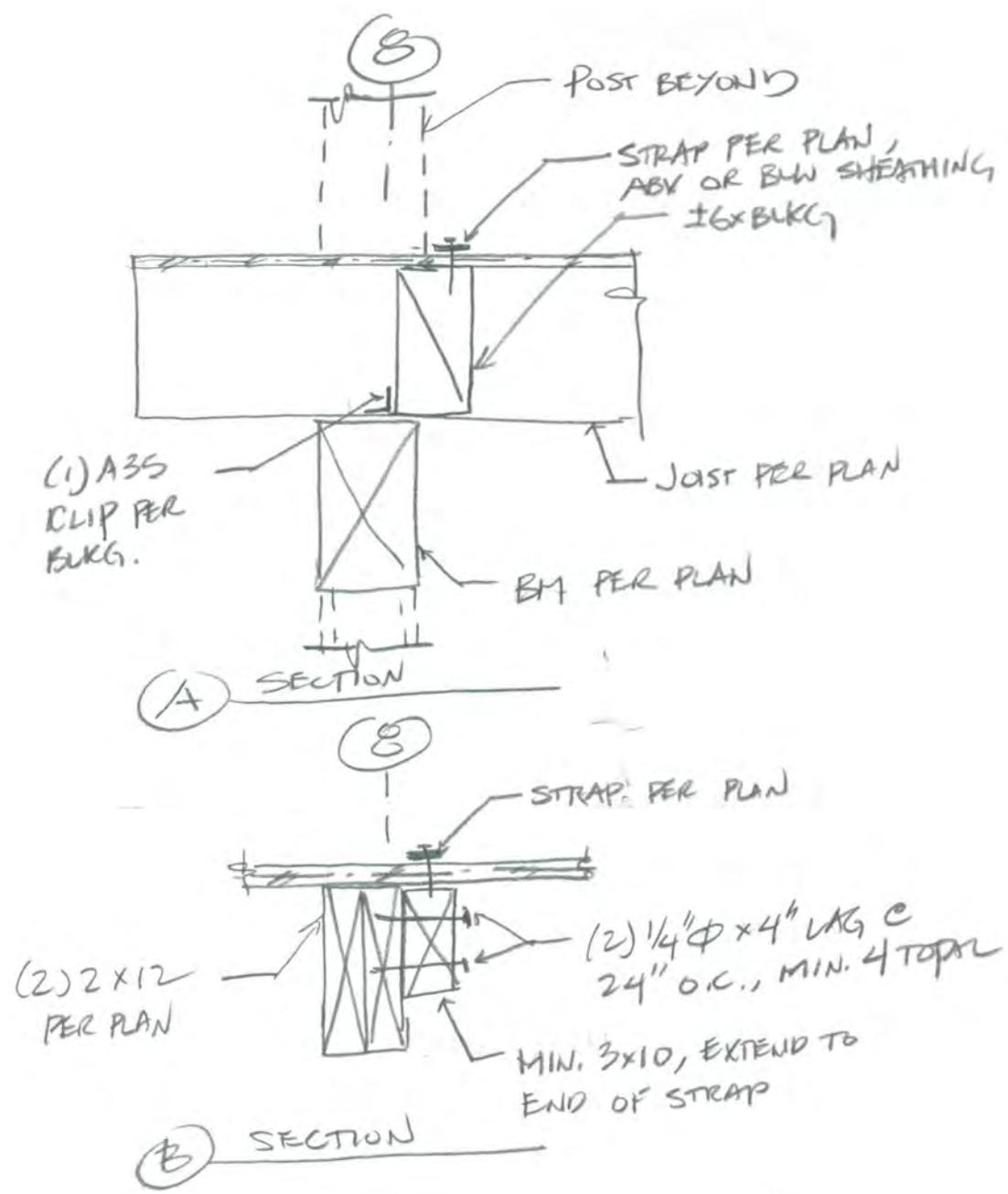
- C4) Struct. acceptable to use approved 1/S603 for the gable ends at the roof framing.
- C5) For typ. 2x12 roof rafters, minimum 10" of section is required after any required birdsmouth cut.
- C6) Provide minimum 3" bearing length for roof rafters along grid 3 from B to K.
- C7) For 6x beams along grid 3 at C, E, & I, structurally acceptable to use HUCQ hangers with the 4 holes closest to the edge of the supporting wood post not used.
- C8) See attached SK-2 for cutting back of PSL overhang, stop PSL at outside face of framing.
- C9) Use tapered top plate under PSL beams, typical.

Admin Building:

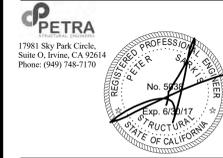
- A1) Struct. acceptable to shift gravity load carrying 5-1/4x18 PSL along grid 2 (between D-E) north by 12". Install new 6x6 post at each end.
- A2) For installation of new sill plate, struct. acceptable to use (1)-A34 clip per stud in lieu of toe-nails.

Kindergarten Building:

- K1) See attached SK-3 for cutting back of PSL overhang, stop PSL at outside face of framing.
- K2) Use tapered top plate under PSL beams, typical.



TYP. CLASSROOM BALCONY DETAIL SK-1



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# 03-116407

AC FLS SS
 DATE

REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: JAN 8-2016

PROJECT NO: 2013-75

SCALE:

SHEET NUMBER: **S-142**

SHEET TITLE:

KINDER - BLDG 4 - ROOF FRAMING PLAN



3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
 T 949.809.3380 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, PITTS, SWALES, TRENCHES, OPENINGS, DIMENSIONS, TOP OF SHEATHING & TOP OF PARAPET ELEVATIONS NOT SHOWN ON PLANS, ETC.
 - VERIFY ALL DIMENSIONS, ELEVATIONS, FINISH SURFACES, SLOPES, DRAINS DEPRESSIONS, CURBS ETC. WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION.
 - CONTRACTOR TO VERIFY & COORDINATE LOCATIONS OF MECHANICAL UNITS WITH MECHANICAL ENGINEER.
 - TYPICAL FLOOR SHEATHING: (CLASS ROOM BUILDING)
 23/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, UNBLOCKED w/ 10d @ 6"OC AT BOUNDARIES AND SUPPORTING MEMBERS PER DETAIL 18/S-622 (TYP UNO)
 - TYPICAL ROOF SHEATHING: (CLASSROOM BUILDING)
 15/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, UNBLOCKED w/ 10d @ 6"OC AT BOUNDARIES AND SUPPORTING MEMBERS PER DETAIL 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 @ 6"OC AT BOUNDARIES AND ALL PANEL EDGES PER DETAIL 18/S-622 (TYP UNO)
 - PSL = PARALAM BEAM BY WEYERHAEUSER WITH E = 2.0x10⁶ PSI OR E = 2.2x10⁶ PSI AS SHOWN
 - RT OR GT INDICATES MEMBER w/ BOUNDARY NAILING & DESIGNED FOR 240 PLF DRAG FORCE AT FLOOR & FOR 180 PLF DRAG FORCE AT ROOF BY MFR OVER LENGTH OF MEMBER.
 - ALL EXTERIOR STUDS SHALL BE 2x6 DF No 2 @ 16" OC UNO ALL EXTERIOR STUDS SHALL BE PER ARCHITECTURAL SCHEDULE @ 16" OC MAX. WALL STUDS AROUND ELEVATOR SHALL BE @ 12" OC ALL EXTERIOR WALLS BETWEEN GRID 3 AND 4 IN THE MPR BUILDING SHALL BE 3x8 MIN @ 16" OC MAX.
 - SEE REBUILT 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 CORNER 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 S/S-602
 - 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
 - CONSTRUCTION NOTE PER KEY
 - TPS-1 INDICATES TOP PLATE SPLICE PER DET 18/S-621

- CONSTRUCTION NOTE KEY**
- INDICATES SIMPSON CS16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 4.18" OC
 - INDICATES SIMPSON CMSTC16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3" OC
 - INDICATES SIMPSON CMST14 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3.12" OC
 - INDICATES SIMPSON CMST12 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3.12" OC

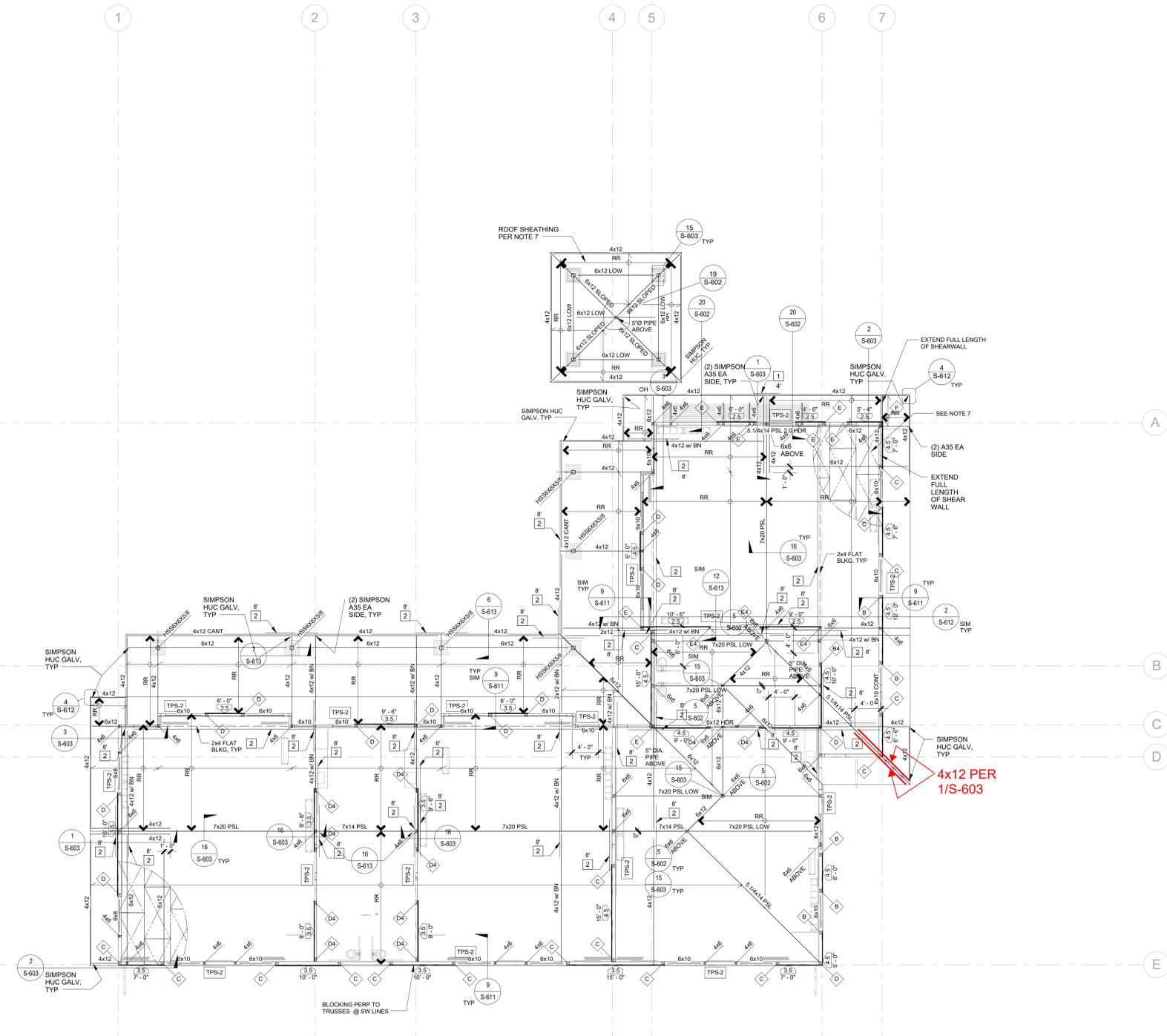
JOIST SCHEDULE

MARK	SIZE	SPACING	MAX LENGTH
RT	16" OWJ RED-W	24" OC	32'-0"
RT-2	14" RED-65	24" OC	23'-0"
RR	2x12	24" OC	16'-0"
RR	2x12	16" OC	20'-0"
RR	2x12	12" OC	22'-0"
RT-3 (LL=20PSF)	20-33-20 OWJ RED W	16" OC	55'-0"
FJ (LL=50 PSF)	20" RED-190HS	16" OC	33'-0"

NOTE THAT MAXIMUM LENGTH IS THE CLEAR DIMENSION BETWEEN SUPPORTS, ADJUSTED FOR ROOF SLOPE AS REQUIRED.

HOLDDOWN SCHEDULE

SYMBOL	POST SIZE	HOLDDOWN	SYMBOL	POST SIZE	HOLDDOWN
A	6X6	HDU2	J	6X6	(2) HD19
B	6X6	HDU5	E8	6X8	HD12
C	6X6	HDU8	F8	6X8	HD19
D	6X6	HDU11	G8	6X8	(2) HDU11
E	6X6	HD12	H8	6X8	(2) HD12
F	6X6	HD19	J0	6X10	(2) HD19
G	6X6	(2) HDU11	H0	6X10	(2) HD12
H	6X6	(2) HD12	J2	6X12	(2) HD19
D4	4X8	HDU11	G0	6X10	(2) HDU11
H4	4X8	(2) HD12	B4	4X6	HDU5
			D8	6X8	HDU11



1 KINDER - BLDG 4 - ROOF FRAMING PLAN
 SCALE: 1/8" = 1'-0"

SK-3



CONTINGENCY ALLOCATION REQUEST

CAR No. 44 R0

Date: 8/15/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 179 Raise Ridge And Hip On Kindergarten

Reference Documents: RFI 179

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-18,115
	Subtotal:	-18,115

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to raise ridges and hips on the Kindergarten Building	Abdellatif Enterprises Inc	18,115
Reason: Directed in RFI 179		
Requested By: SVA Architects		
Ref: RFI 179		
	Subtotal:	18,115
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Printed Name & Title

Date


Signature

Carl Magness Project Executive
Printed Name & Title

8-30-18
Date



Change Order #

8

DATE: October 30, 2017

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 179 - raise ridges and hips (Kindergarten)

Added hangers	Qty	Unit	Unit Price	Extension
LSSU210	600		\$ 7.500	\$ 4,500.00
Material Subtotal				\$ 4,500.00
Material Sales Tax				\$ 348.75
Material Total				\$ 4,848.75
Labor (4 hours/location)	150	hour	\$ 72.48	\$ 10,872.00
Subtotal				\$ 15,720.75
Profit & Overhead		15%		\$ 2,358.11
Subtotal				\$ 18,078.86

Added CCQ's	Qty	Unit	Unit Price	Extension
CCQ 7.1-6	5		\$ 74.497	\$ 372.49
ECCQ7.1-6	2		\$ 74.497	\$ 148.99
Material Subtotal				\$ 521.48
Material Sales Tax				\$ 40.41
Material Total				\$ 561.89
Labor (2 hours/location)	14	hour	\$ 72.48	\$ 1,014.72
Subtotal				\$ 1,576.61
Profit & Overhead		15%		\$ 236.49
Subtotal				\$ 1,813.11

Credit	Qty	Unit	Unit Price	Extension
A34	-400		\$ 0.222	\$ (88.80)
Material Subtotal				\$ (88.80)
Material Sales Tax				\$ (6.88)
Material Total				\$ (95.68)
Labor (20 A34's/hour)	-20	hour	\$ 72.48	\$ (1,449.60)
Subtotal				\$ (1,545.28)
Profit & Overhead		15%		\$ (231.79)
Subtotal				\$ (1,777.07)

Change Order Total:**\$ 18,114.89**



**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

RFI No.: 179

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 10-11-17
Discipline: Structural

**Subject: Classroom Bldg. High Ridge Beam
(Similar to 1/S-603)**

Response Requested By: 10-13-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Please provide a section at the high ridge line beam connection, at (2) conditions (10 & 11 at L line) and (2 & 3 at K line).

ANSWER

For the noted locations, extend the "6x SHAPED CONT TO ROOF SLOPE" on 9/S-611 out to pick up the end roof rafters.

PSE-10/11/17

Please refer to structural observation report #002 dated 10/17/2017. (See Ref. C8 & SK-2 on report)

PSE-10/17/17

Response Provided By: _____
Name Company Date

Question Initiated By: Jaime Pace - Bernards

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 179

Project: Elm Elementary School Reconstruction Project

Date: 10-11-17
Discipline: Structural

Subject: Classroom Bldg. High Ridge Beam (Similar to 1/S-603)

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Please provide a section at the high ridge line beam connection, at (2) conditions (10 & 11 at L line) and (2 & 3 at K line).

ANSWER

Response

For noted locations, extend the " 6x SHAPED CONT TO ROOF SLOPE" on 9/S-611 out to pick up the end roof rafters
PSE -10/11/17

Please refer to structural observation report #002 dated 10/1/2017.
PSE - 10/17/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif	Craig Scott	10/19/2017
Eberhard Inc	Mike Williams	10/19/2017

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Jaime Pace - Bernards
Submitted By: Gina Sierra - Bernards

	Project: Elm Elementary	Project number: 2013-075
	Client: SVA	Report 2 of
		Page 1 of 5

STRUCTURAL OBSERVATION means the visual observation of the structural system, for general conformance to the approved plans and specifications, at significant construction stages and at completion of the structural system. Structural observation does not include or waive the responsibility for the inspections required by Section 108, 1701 or other sections of the code.

THIS REPORT INCLUDES ALL CONSTRUCTION WORK THROUGH

October 17, 2017

PROJECT ADDRESS	STRUCTURAL OBSERVER OF RECORD (SOR)	PHONE NUMBER OF (SOR)
450 East Elm Oxnard, CA	PETER SARKIS	949-331-8475
BUILDING PERMIT NO	STRUCTURAL OBSERVER	OBSERVER LICENSE NO
DSA A#03-116407	Chieh Chieng for Peter Sarkis	SE 5038

OBSERVED STRUCTURAL ELEMENTS AND THEIR CONNECTIONS

FOUNDATION	WALL	FRAMES	FLOORS	ELEMENTS/CONNECTION OBSERVATION LOCATION
<input checked="" type="checkbox"/> Footings, Stem Walls	<input type="checkbox"/> Concrete	<input type="checkbox"/> Steel Moment Frame	<input type="checkbox"/> Concrete	Framing at Classroom and Admin Building.
<input type="checkbox"/> Mat foundation	<input type="checkbox"/> Masonry	<input type="checkbox"/> Steel Braced Frame	<input type="checkbox"/> Steel Deck	
<input type="checkbox"/> Retaining Foundation Hillside Special Anchors	<input type="checkbox"/> Others: ICF walls	<input type="checkbox"/> Masonry Wall Frame	<input type="checkbox"/> Others:	
<input type="checkbox"/> Others:		<input type="checkbox"/> Others: Gravity steel frames		

NOTED DEFICIENCIES with the proposed corresponding corrective actions with respect to general conformance with the approved plans or in the load path: (A final report by the structural observer which states that all observed deficiencies have been resolved is required before acceptance of the work by the building officials.)

Classroom Building:

- C1) Struct. acceptable to install blocking to the underside of the sheathing for the installation of one of the 2 straps along grid 3 between A & B.
- C2) See attached clarification SK-1 for straps at typical intersection at C-8.
- C3) Struct. acceptable to raise the 6x12 along grid 10 from F to J and grid 3 from E to K to match roof rafter height. Use standard joist hangers from the rafters to the beams.

(SEE NEXT PAGE FOR CONTINUATION)

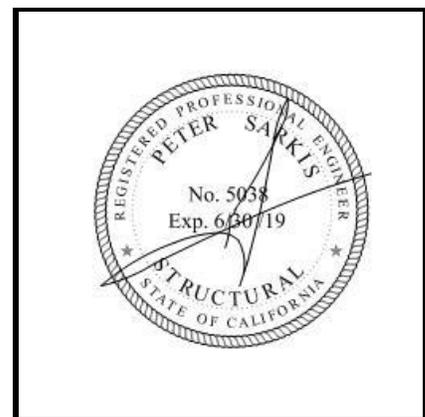
I DECLARE THAT THE FOLLOWING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE:

1. I AM THE ENGINEER OR ARCHITECT RETAINED BY THE OWNER TO BE IN RESPONSIBLE CHARGE FOR THE STRUCTURAL OBSERVATION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF LOS ANGELES.
2. I, OR ANOTHER ENGINEER OR ARCHITECT WHO I HAVE DESIGNATED ABOVE AND IS UNDER MY RESPONSIBLE CHARGE, HAS PERFORMED THE REQUIRED SITE VISITS AT EACH SIGNIFICANT CONSTRUCTION STAGE TO VERIFY IF THE STRUCTURE IS IN GENERAL CONFORMANCE WITH APPROVED PLANS AND SPECIFICATIONS;
3. ALL NOTED DEFICIENCIES WHICH REMAIN TO BE CORRECTED HAVE BEEN INDICATED ABOVE;
4. I RECOMMEND THAT ACCEPTANCE OF THE STRUCTURAL SYSTEMS BY THE CITY OF LOS ANGELES BE WITHHELD UNTIL ALL OBSERVED DEFICIENCIES ARE CORRECTED.

10/17/2017

SIGNATURE OF STRUCTURAL OBSERVER OF RECORD

DATE



Stamp of Structural Observer

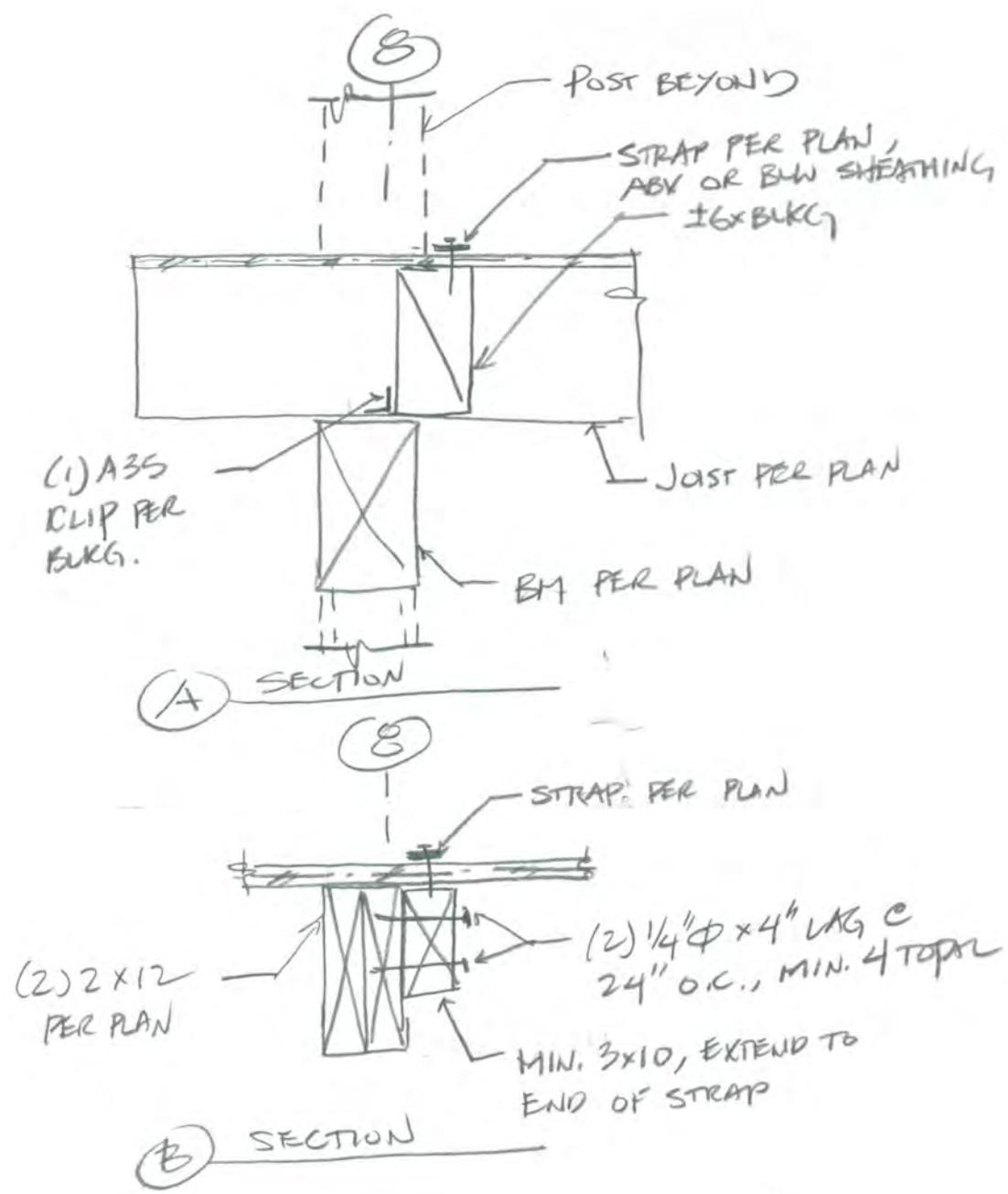
- C4) Struct. acceptable to use approved 1/S603 for the gable ends at the roof framing.
- C5) For typ. 2x12 roof rafters, minimum 10" of section is required after any required birdsmouth cut.
- C6) Provide minimum 3" bearing length for roof rafters along grid 3 from B to K.
- C7) For 6x beams along grid 3 at C, E, & I, structurally acceptable to use HUCQ hangers with the 4 holes closest to the edge of the supporting wood post not used.
- C8) See attached SK-2 for cutting back of PSL overhang, stop PSL at outside face of framing.
- C9) Use tapered top plate under PSL beams, typical.

Admin Building:

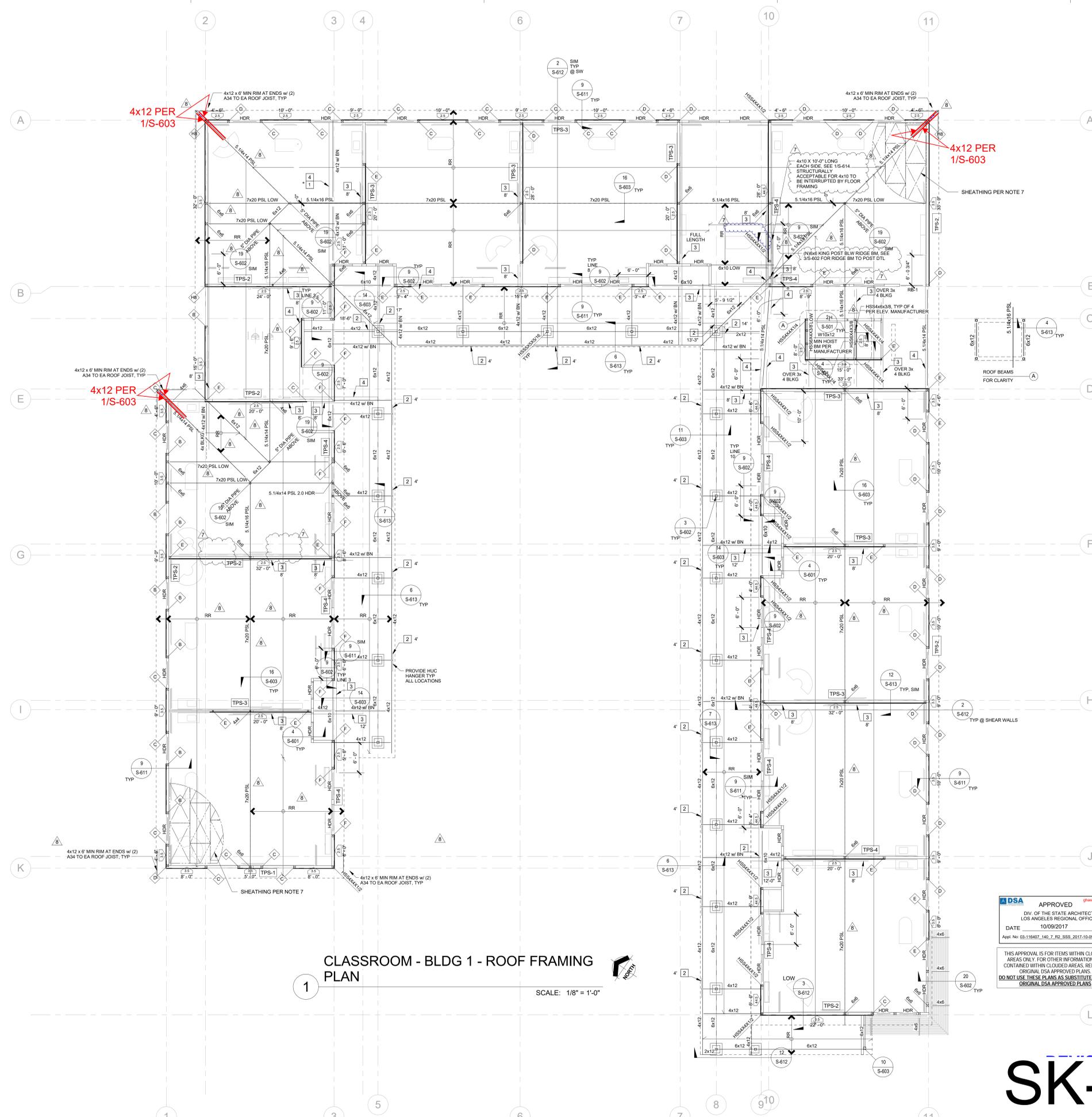
- A1) Struct. acceptable to shift gravity load carrying 5-1/4x18 PSL along grid 2 (between D-E) north by 12". Install new 6x6 post at each end.
- A2) For installation of new sill plate, struct. acceptable to use (1)-A34 clip per stud in lieu of toe-nails.

Kindergarten Building:

- K1) See attached SK-3 for cutting back of PSL overhang, stop PSL at outside face of framing.
- K2) Use tapered top plate under PSL beams, typical.



TYP. CLASSROOM BALCONY DETAIL SK-1



CLASSROOM - BLDG 1 - ROOF FRAMING PLAN

SCALE: 1/8" = 1'-0"

APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE: 10/09/2017
 Appl. No. 03-116407_140_7_R2_SBS_2017-10-09.pdf

THIS APPROVAL IS FOR ITEMS WITHIN CLOUDED AREAS ONLY. FOR OTHER INFORMATION NOT CONTAINED WITHIN CLOUDED AREAS, REFER TO ORIGINAL DSA APPROVED PLANS. DO NOT USE THESE PLANS AS SUBSTITUTE FOR THE ORIGINAL DSA APPROVED PLANS.

- 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, PITS, SWALES, TRENCHES, OPENINGS, DIMENSIONS, TOP OF SHEATHING & TOP OF PARAPET ELEVATIONS NOT SHOWN ON PLANS, ETC.
 - VERIFY ALL DIMENSIONS, ELEVATIONS, FINISH SURFACES, SLOPES, DRAINS DEPRESSIONS, CURBS ETC. WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION
 - CONTRACTOR TO VERIFY & COORDINATE LOCATIONS OF MECHANICAL UNITS WITH MECHANICAL ENGINEER.
 - TYPICAL FLOOR SHEATHING (CLASS ROOM BUILDING)
 23/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, UNLOCKED W/ 10d @ 6" OC AT BOUNDARIES AND SUPPORTING MEMBERS PER DETAIL 18S-622 (TYP UNO)
 TYPICAL ROOF SHEATHING (CLASSROOM BUILDING)
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 SPECIAL ROOF SHEATHING AT MPR BETWEEN GRIDS 3 & 4
 15/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, BLOCKED W/ MIN 2x FRAMING 10d @ 6" OC AT BOUNDARIES AND ALL PANEL EDGES PER DETAIL 18S-622 (TYP UNO)
 - PSL = PARALAM BEAM BY WEYERHAEUSER WITH E = 2.0x10⁶ PSI OR E = 2.2x10⁶ PSI AS SHOWN
 - RT OR GT INDICATES MEMBER W/ BOUNDARY NAILING & DESIGNED FOR 240 PLF DRAG FORCE AT FLOOR & FOR 180 PLF DRAG FORCE AT ROOF BY MFR OVER LENGTH OF MEMBER.
 - ALL EXTERIOR STUDS SHALL BE 2x6 DF No 2 @ 16" OC UNO ALL EXTERIOR STUDS SHALL BE PER ARCHITECTURAL SCHEDULE @ 16" OC MAX WALL STUDS AROUND ELEVATOR SHALL BE @ 12" OC ALL EXTERIOR WALLS BETWEEN GRID 3 AND 4 IN THE MPR BUILDING SHALL BE 3x8 MIN @ 16" OC MAX
 - SEE REDBUILT DRAWINGS FOR JOISTS SIZES AND PROFILE, AS WELL AS ANY BRACING AND BRIDGING TYPE, SPACING AND DETAILING AS REQUIRED DURING CONSTRUCTION OR PERMANENTLY TO RESIST GRAVITY AND WINDS LOADS.
 - PROVIDE 4x4 POST MIN AT EACH BEAM ON WALL.

- FRAMING LEGEND**
- HDR HEADER PER DETAILS 1 & 2 / S-601 ALIGN BOTTOM OF HEADER AT TOP OPENING
 - 6x FLUSH BEAM DEPTH OF BEAM MATCHES JOIST DEPTH. AT PERPENDICULAR WALL, PROVIDE POST TO MATCH BEAM WIDTH & WALL DEPTH, SEE DETAIL 3/S-602
 - 6x DROP DROP BEAM, ALIGN TOP BEAM W/ BOTTOM OF JOISTS. AT PERPENDICULAR WALL, PROVIDE TRIMMER TO MATCH BEAM WIDTH & WALL DEPTH.
 - RT = ROOF TRUSSES
 FJ = FLOOR JOIST
 RR = ROOF RAFTER
 SEE JOIST SCHEDULE BELOW
 - SHEAR PANEL EXTENT
 SHEAR WALL MARK PER DET 2/S-621
 MIN SHEAR WALL LENGTH
 - 4x HDU INDICATES WOOD POST PER PLAN & HOLD DOWN PER SCHEDULE AND 4/S-621 & 14/S-622
 - HOLD-DOWN MARK TO WOOD POST PER DET 4/S-621
 - CONSTRUCTION NOTE PER KEY
 - TPS-1 INDICATES TOP PLATE SPLICE PER DET 18/S-621

- CONSTRUCTION NOTE KEY**
- INDICATES SIMPSON CS16 STRAP (LENGTH AS SHOWN) W/ (2) ROWS OF 10d NAILS @ 4.18" OC
 - INDICATES SIMPSON CMTCT16 STRAP (LENGTH AS SHOWN) W/ (2) ROWS OF 10d NAILS @ 3" OC
 - INDICATES SIMPSON CMT14 STRAP (LENGTH AS SHOWN) W/ (2) ROWS OF 10d NAILS @ 3.12" OC
 - INDICATES SIMPSON CMT12 STRAP (LENGTH AS SHOWN) W/ (2) ROWS OF 10d NAILS @ 3.12" OC

JOIST SCHEDULE

MARK	SIZE	SPACING	MAX LENGTH
RT	16" OWJ RED-W	24" OC	32'-0"
RT-2	14" RED-BS	24" OC	23'-0"
RR	2x12	24" OC	16'-0"
RR	2x12	16" OC	20'-0"
RR	2x12	12" OC	22'-0"
RT-3 (LL=20PSF)	20-33-20 OWJ RED W	16" OC	55'-0"
FJ	20" RED-190HS	16" OC	33'-0"

NOTE THAT MAXIMUM LENGTH IS THE CLEAR DIMENSION BETWEEN SUPPORTS, ADJUSTED FOR ROOF SLOPE AS REQUIRED.

HOLD-DOWN SCHEDULE

SYMBOL	POST SIZE	HOLD-DOWN	SYMBOL	POST SIZE	HOLD-DOWN
A	6X6	HDU2	J	6X6	(2) HD19
B	6X6	HDU5	E8	6X8	HD12
C	6X6	HDU8	F8	6X8	HD19
D	6X6	HDU11	G8	6X8	(2) HDU11
E	6X6	HD12	H8	6X8	(2) HD12
F	6X6	HD19	J0	6X10	(2) HD19
G	6X6	(2) HDU11	H0	6X10	(2) HD12
H	6X6	(2) HD12	J2	6X12	(2) HD19
D4	4X8	HDU11	G0	6X10	(2) HDU11
H4	(2) HD12	B4	4X6	HDU5	
		D8	6X8	HDU11	

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 A# 03-116407
 AC FLS SS
 DATE

REVISIONS:

NO.	DESCRIPTION	DATE
7	CCD #007	07/26/2017
8	BULLETIN 7	07/06/2017

DATE ISSUED: JAN 8-2016
 PROJECT NO: 2013-75
 SCALE:

SHEET NUMBER: **S-113**
 SHEET TITLE:

CLASSROOM - BLDG 1 - ROOF FRAMING PLAN



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SK-2



CONTINGENCY ALLOCATION REQUEST

CAR No. 45 R0

Date: 8/15/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 211 Decrease Rafter Spacing

Reference Documents: RFI 211

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-4,848
	Subtotal:	-4,848

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to decrease Kindergarten And Classroom Building rafter spacing from 24" to 16' OC.	Abdellatif Enterprises Inc	4,848
Reason: Directed in RFI 211		
Requested By: SVA Architects		
Ref: RFI 211		
	Subtotal:	4,848

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 Magnus *Project Executive*
8-30-18



CONTINGENCY ALLOCATION REQUEST

CAR No. 45 R0

Date: 8/15/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 211 Decrease Rafter Spacing

Reference Documents: RFI 211

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-4,848
	Subtotal:	-4,848

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to decrease Kindergarten And Classroom Building rafter spacing from 24" to 16' OC.	Abdellatif Enterprises Inc	4,848
Reason: Directed in RFI 211		
Requested By: SVA Architects		
Ref: RFI 211		
	Subtotal:	4,848

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 #

9

DATE: November 8, 2017

PROJECT: Elm Street Elementary School

DECREASE

Cost proposal associated with RFI 211 -~~increase~~ spacing of exterior rafter at Kindergarten and classroom building from 24" OC to 16" OC

Classroom	Qty	Unit	Unit Price	Extension
2x12x14	81		\$ 20.02	\$ 1,621.62
LUS 210	81		\$ 0.7153	\$ 57.94
Material Subtotal				\$ 1,679.56
Material Sales Tax				\$ 146.38
Material Total				\$ 1,825.94
Labor (5 joist/hour)	16	hour	\$ 72.48	\$ 1,159.68
Subtotal				\$ 2,985.62
Profit & Overhead		15%		\$ 447.84
Subtotal				\$ 3,433.46

Kindergarten	Qty	Unit	Unit Price	Extension
2x12x16	31		\$ 22.88	\$ 709.28
LUS 210	31		\$ 0.715	\$ 22.17
Material Subtotal				\$ 731.45
Material Sales Tax				\$ 63.78
Material Total				\$ 795.23
Labor (5 joists/hour)	6	hour	\$ 72.48	\$ 434.88
Subtotal				\$ 1,230.11
Profit & Overhead		15%		\$ 184.52
Subtotal				\$ 1,414.63

Change Order Total:

\$ 4,848.09



**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. : 211

Project: Elm Elementary School Reconstruction Project

Date: 10-27-17

Discipline: Architectural

Subject: Confirm Detail for Roof Framing on Classroom Bldg

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Ref. S-113 , sketch

Please confirm the attached detail is accepted ok at roof framing grid3, 9, B .

ANSWER

Response

Proposed structurally acceptable. Alternate structurally acceptable to reduce rafter spacing to match high rafter, at contractor's option See sketch for add'l comment

PSE-11/01/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Ent.	Hazem Abdellatif	11/7/2017
Eberhard Inc	Mike Williams	11/7/2017

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: Hazem Abdellatif - Abdellatif Enterprises Inc - Author Number:

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 211

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 10-27-17
Discipline: Architectural

Subject: Confirm Detail for Roof Framing on Classroom Bldg.

Response Requested By: 11-03-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Ref. S--113 , sketch

Please confirm the attached detail is accepted ok at roof framing grid3, 9, B .

ANSWER

Proposed structurally acceptable. Alternate structurally acceptable to reduce rafter spacing to match high rafter, at contractor's option. See sketch for add'l comment.
PSE-11/01/17

Response Provided By: _____
Name Company Date

Question Initiated By: Hazem Abdellatif - Abdellatif Enterprises Inc - Author Number:

Submitted By: Gina Sierra - Bernards

PLEASE
CONFIRM
THIS DETAIL
IS OK AT
ROOF FRAMING
GRID 3, 9, B

2x12 RAFTERS 16" OC

2x BLK

2x12 RAFTERS 24" OC

CLASSROOM

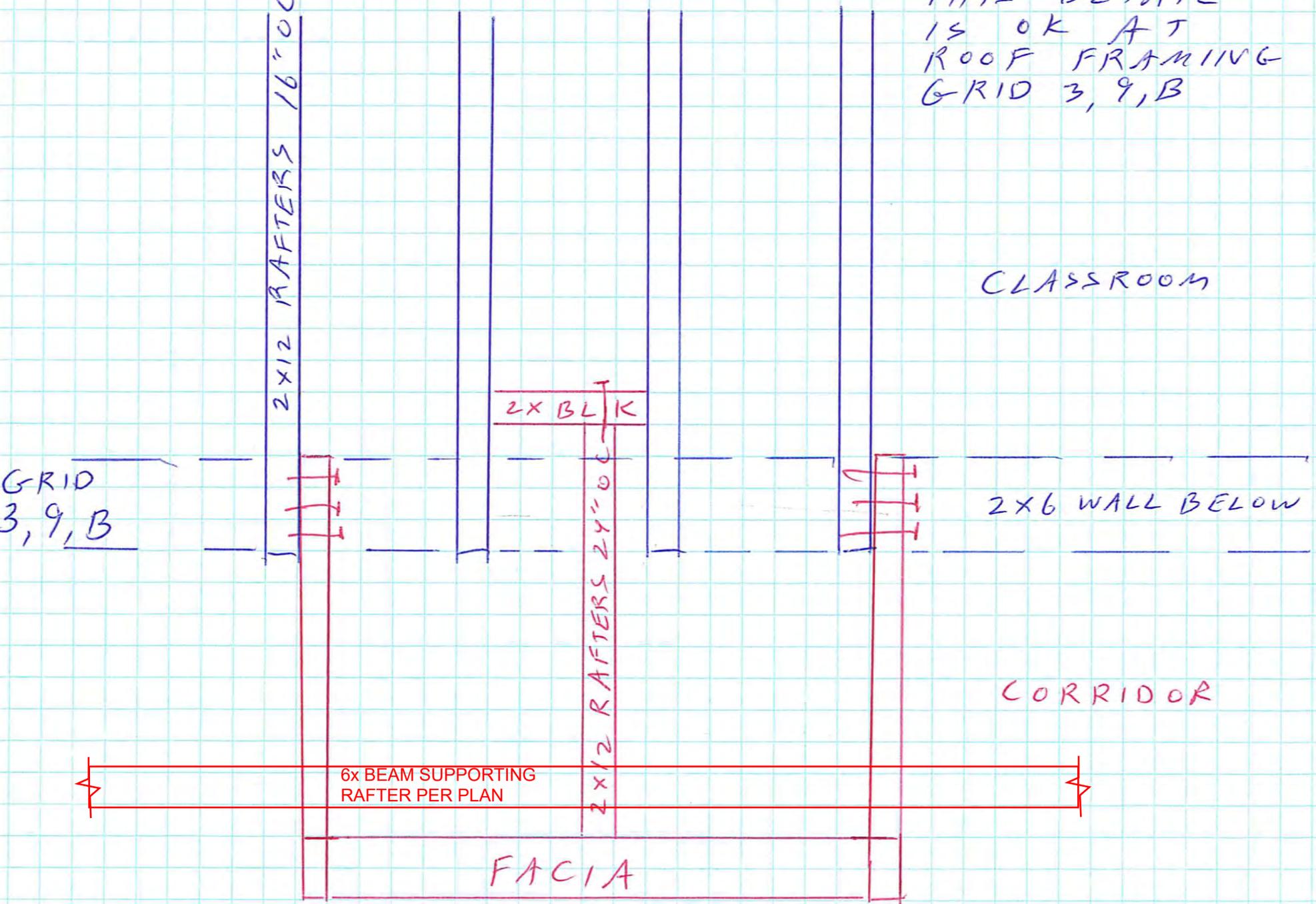
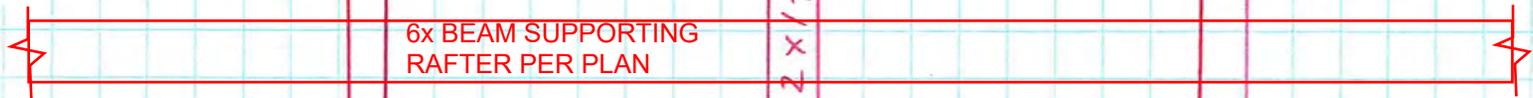
GRID
3, 9, B

2x6 WALL BELOW

CORRIDOR

6x BEAM SUPPORTING
RAFTER PER PLAN

FACIA





CONTINGENCY ALLOCATION REQUEST

CAR No. 46 R0

Date: 8/15/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Double Shear Walls At Louvers

Reference Documents: RFI 188

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-5,979
	Subtotal:	-5,979

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add double shear walls at louvers	Abdellatif Enterprises Inc	5,979
Reason: Directed in RFI 188		
Requested By: SVA Architects		
Ref: RFI 188		
	Subtotal:	5,979
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
8-30-18



Change Order #

10

DATE: November 8, 2017

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 188 - added double shear walls at louvers

Classroom	Qty	Unit	Unit Price	Extension
3x6x12	20		\$ 27.36	\$ 547.20
1/2x4x12 CDX Str 1	38		\$ 45.84	\$ 1,741.92
Misc. hardware				\$ 100.00
Material Subtotal				\$ 2,389.12
Material Sales Tax				\$ 200.30
Material Total				\$ 2,589.42
Labor	36	hour	\$ 72.48	\$ 2,609.28
Subtotal				\$ 5,198.70
Profit & Overhead		15%		\$ 779.81
Change Order Total				\$ 5,978.51



**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. : 188

Project: Elm Elementary School Reconstruction Project

Date: 10-18-17

Discipline: Architectural

Subject: Kindergarten Louvers

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M4-1.1		

QUESTION

Ref. M4-1.1

Question #1 - The 7'-0" x 1'-2" high wall louver will not fit in the framing between the windows. Will it be acceptable to split the louver into smaller louvers to fit above the windows (similar to the classroom building)?

Question #2 - The low louver located in the mechanical closet penetrates the shear walls. Please confirm it is acceptable to create the opening required for that louver.

ANSWER

Response

#1. - Structurally acceptable.

#2 - Walls are structurally acceptable and adequate to have 24" wide louvers installed per detail 2/s-622, please see attached. In addition, we recommend those walls with louvers to have sheathing installed on both sides in lieu of one.

PSE-10/23/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Craig Scott	10/26/2017
Shelldon	Dillon Boute	10/26/2017

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: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 188

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Kindergarten Louvers

Date: 10-18-17
Discipline: Architectural

Response Requested By: 10-25-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M4-1.1		

QUESTION

Ref. M4-1.1

Question #1 - The 7'-0" x 1'-2" high wall louver will not fit in the framing between the windows. Will it be acceptable to split the louver into smaller louvers to fit above the windows (similar to the classroom building)?

Question #2 - The low louver located in the mechanical closet penetrates the shear walls. Please confirm it is acceptable to create the opening required for that louver.

ANSWER

#1 - Structurally acceptable.

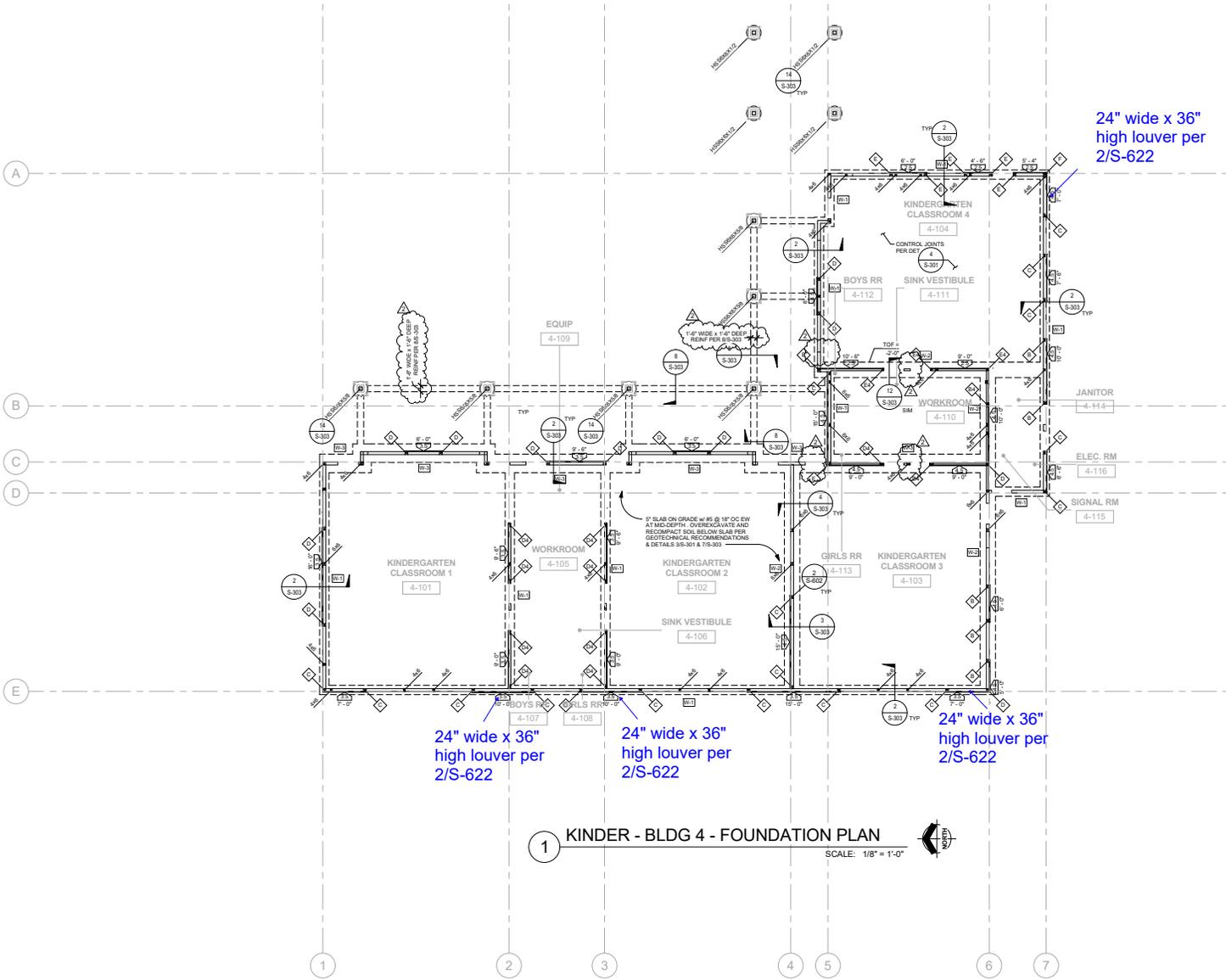
#2 - Walls are structurally acceptable and adequate to have 24" wide louvers installed per detail 2/s-622, please see attached. In addition, we recommend those walls with louvers to have sheathing installed on both sides in lieu of one.

PSE-10/23/17

Response Provided By: _____
Name Company Date

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards



24" wide x 36" high louver per 2/S-622

1 KINDER - BLDG 4 - FOUNDATION PLAN
SCALE: 1/8" = 1'-0"



CONTINGENCY ALLOCATION REQUEST

CAR No. 66 R0

Date: 8/15/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

CCD 9 Restroom Depressions 2nd Floor

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-2,465
	Subtotal:	-2,465

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to change the framing for the second story bathroom floors to allow for a recessed floor necessary for tile.	Abdellatif Enterprises Inc	2,465
Reason: Directed By: CCD 09		
Requested By: SVA Architects		
Ref: CCD 09		
	Subtotal:	2,465

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title
Carl Magnusson Project Executive

Date

Date
8-30-18



Change Order #

11

DATE: December 6, 2017

PROJECT: Elm Street Elementary School

Cost proposal associated with CCD 9 - Depression at 2nd floor restroom

Classroom	Qty	Unit	Unit Price	Extension
1 3/4 x 20' LVL	28'			\$ 177.80
3x12	64'		\$ 3.75	\$ 240.00
1/4 x 5" SDS	150			\$ 96.66
HU414	32		\$ 10.50	\$ 336.00
A35	50		\$ 0.25	\$ 12.50
Misc. Nails				\$ 50.00
Material Subtotal				\$ 912.96
Material Sales Tax				\$ 71.06
Material Total				\$ 984.02
Labor	16	hour	\$ 72.48	\$ 1,159.68
Subtotal				\$ 2,143.70
Profit & Overhead		15%		\$ 321.55
Change Order Total				\$ 2,465.25



**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

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Elm Street Elementary School	DSA App. #: 03 - 116407

APPLICANT		
CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, # 9	Date Submitted: 10/09/17	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (5 pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: SVA Architects	Contact Name: Tom Bardwell	
Email: tbardwell@sva-architects.com	Phone Number: (949) 809-3380	
Address: 3 Mac Arthur Place, Suite 850		
City: Santa Ana	State: Ca	Zip: 92707
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Robert Simons	
Professional License #: C-18301	Discipline: Architecture

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature:  _____
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: 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):
 (1) S112 added detail references at bathrooms, near grid E-2 & E-3, (2) Added 11/S-621 for clarification of framing at 2nd floor bathrooms, (3) 4/S-622 updated for part of table that was cut off in Revit, (4) Added 14/S-621 for clarification of framing at 2nd floor bathrooms, (5) Updated 13/S-301 for retrofit at elevator post embeds per RFI 149.

List of DSA approved drawings affected by this CCD: [Refer to attached sheets](#)

DSA USE ONLY		 DSA Stamp APPROVED DIV. OF THE STATE ARCHITECT LOS ANGELES REGIONAL OFFICE DATE 11/16/2017 <p style="text-align: right;">pshen</p>
SSS _____ Date _____ Approved / Disapproved / Not Req'd FLS _____ Date _____ Approved / Disapproved / Not Req'd ACS _____ Date _____ Approved / Disapproved / Not Req'd Remarks _____ _____ _____	For business office use only Date Sent _____ Return By _____ Delivery Method _____	



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# 03-116407
 AC FLS SS
 DATE

REVISIONS:

NO.	DESCRIPTION	DATE
7	CCD #007	07/26/2017
9	CCD #009	09/22/2017
10	TRELLIS	TRELLIS DATE

DATE ISSUED: JAN 8-2016
PROJECT NO: 2013-75
SCALE:

SHEET NUMBER: S-112
SHEET TITLE:

CLASSROOM - BLDG 1 - FLOOR FRAMING PLAN



THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SVA ARCHITECTS INC. AND IS FURNISHED IN CONFIDENCE FOR THE LIMITED PURPOSE OF EVALUATION, BIDDING OR REVIEW. THIS DOCUMENT OR ITS CONTENTS MAY NOT BE USED FOR ANY OTHER PURPOSE AND MAY NOT BE REPRODUCED OR DISCLOSED TO OTHERS WITHOUT THE WRITTEN CONSENT OF SVA ARCHITECTS INC. ALL RIGHTS RESERVED. COPYRIGHT 2014.

- 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: (CLASS ROOM BUILDING)
 23/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, UNLOCKED w/ 10d @ 6" OC AT BOUNDARIES AND SUPPORTING MEMBERS PER DETAIL 18/S-622 (TYP UNO)
 TYPICAL ROOF SHEATHING: (CLASSROOM BUILDING)
 15/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, UNLOCKED w/ 10d @ 6" OC AT BOUNDARIES AND SUPPORTING MEMBERS PER DETAIL 18/S-622 (TYP UNO)
 SPECIAL ROOF SHEATHING AT MPR BETWEEN GRIDS, 3 & 4
 15/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, BLOCKED w/ MIN 2x FRAMING 10d @ 6" OC AT BOUNDARIES AND ALL PANEL EDGES PER DETAIL 18/S-622 (TYP UNO)
 - PSL = PARALAM BEAM BY WEYERHAEUSER WITH E = 2.0x10⁶ PSI OR E = 2.2x10⁶ PSI AS SHOWN
 - RT OR GT INDICATES MEMBER w/ BOUNDARY NAILING & DESIGNED FOR 240 PLF DRAG FORCE AT FLOOR & FOR 180 PLF DRAG FORCE AT ROOF BY MFR OVER LENGTH OF MEMBER.
 - ALL EXTERIOR STUDS SHALL BE 2x6 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 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 PER KEY
 - TPS-1 INDICATES TOP PLATE SPLICE PER DET 18/S-621

- CONSTRUCTION NOTE KEY**
- INDICATES SIMPSON CS16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 4.16" OC
 - INDICATES SIMPSON CMSTC16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3" OC
 - INDICATES SIMPSON CMST14 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3.12" OC
 - INDICATES SIMPSON CMST12 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3.12" OC

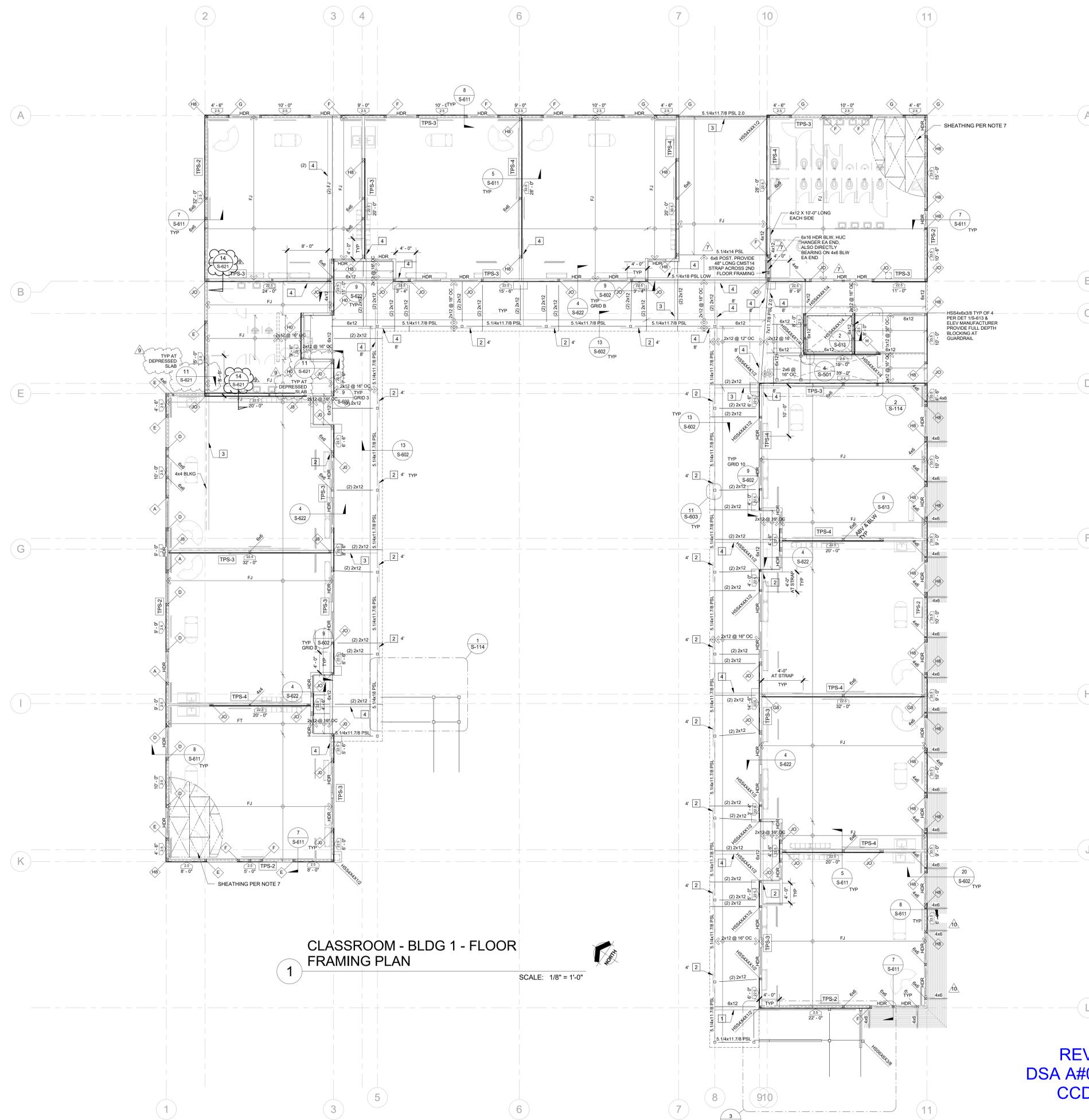
JOIST SCHEDULE

MARK	SIZE	SPACING	MAX LENGTH
RT	16" OWJ RED-W	24" OC	32'-0"
RT-2	14" RED-65	24" OC	23'-0"
RR	2x12	16" OC	15'-0"
RR	2x12	16" OC	20'-0"
RR	2x12	12" OC	22'-0"
RT-3	20-33-20 OWJ RED W	16" OC	55'-0"
FJ	(LL=50 PSF) 20" RED-190HS	16" OC	33'-0"

NOTE THAT MAXIMUM LENGTH IS THE CLEAR DIMENSION BETWEEN SUPPORTS, ADJUSTED FOR ROOF SLOPE AS REQUIRED.

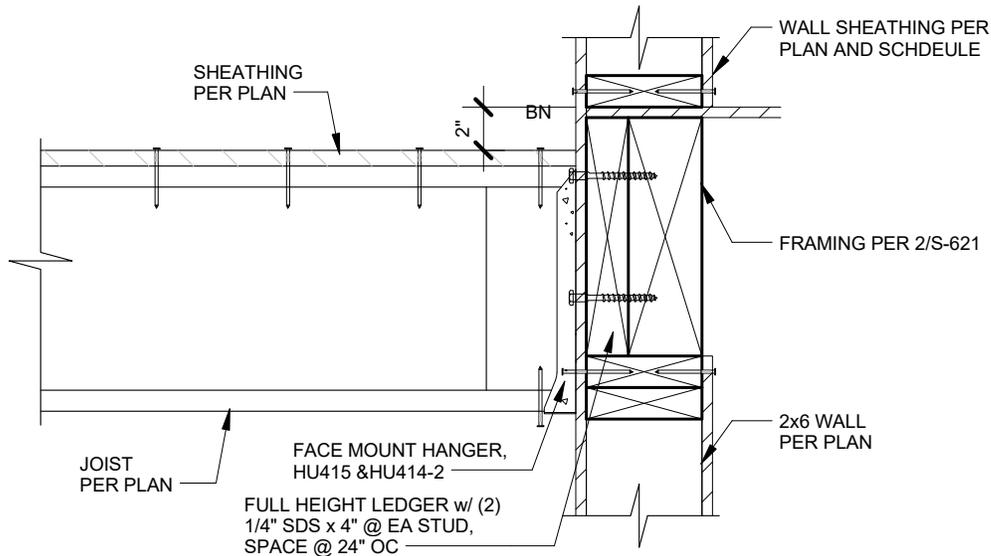
HOLDDOWN SCHEDULE

SYMBOL	POST SIZE	HOLDDOWN	SYMBOL	POST SIZE	HOLDDOWN
A	6X6	HDU2	J	6X6	(2) HD19
B	6X6	HDU5	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	JB	6X10	(2) HD19
G	6X6	(2) HDU11	KB	6X10	(2) HD12
H	6X6	(2) HD12	LB	6X12	(2) HD19
HA	4X8	HDU11	OB	6X10	(2) HDU11
HA	4X8	(2) HD12	BA	4X6	HDU5
			DB	6X8	HDU11



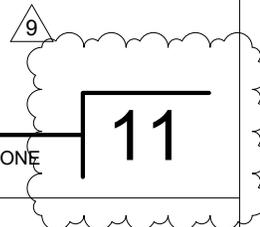
CLASSROOM - BLDG 1 - FLOOR FRAMING PLAN
 SCALE: 1/8" = 1'-0"

REVISED
DSA A#03-116407
CCD #009



JOIST FRAMING TO WALL DETAIL

SCALE: NONE



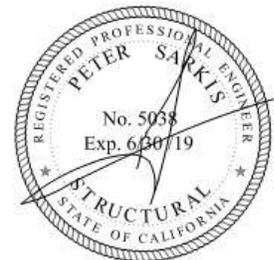


APPROVED

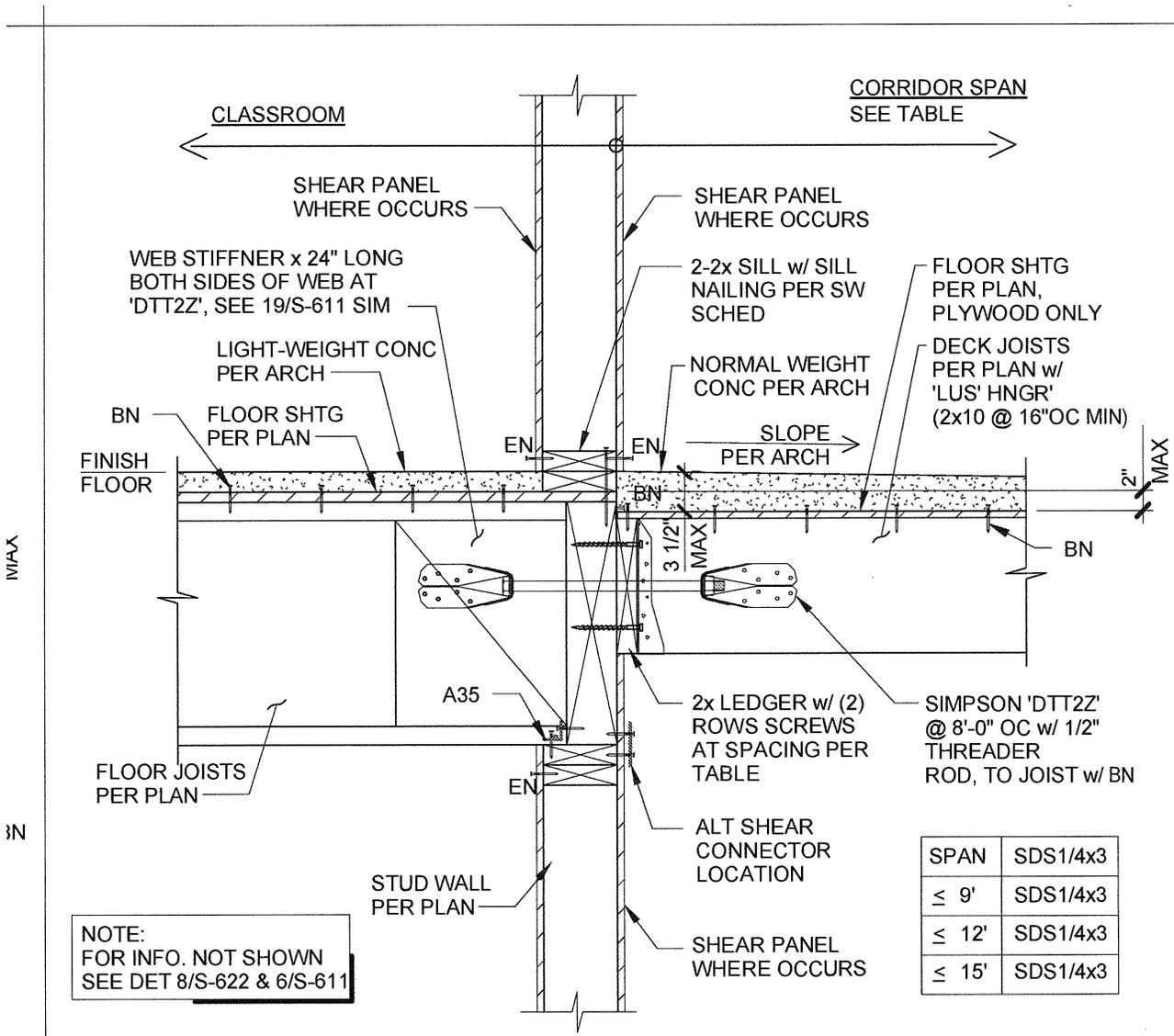
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

DATE 11/16/2017

pshen



	DESCRIPTION: NEW DETAIL	DRAWING REFERENCE: 11/S-621	SKS #: SKS-1
	PROJECT NAME: ELM ELEMENTARY	ISSUE REFERENCE: CCD#009	DATE 09/28/2017
	PROJECT NUMBER: A #03-116407		SCALE
			DRAWN BY Author



NOTE:
FOR INFO. NOT SHOWN
SEE DET 8/S-622 & 6/S-611

SPAN	SDS1/4x3
≤ 9'	SDS1/4x3
≤ 12'	SDS1/4x3
≤ 15'	SDS1/4x3

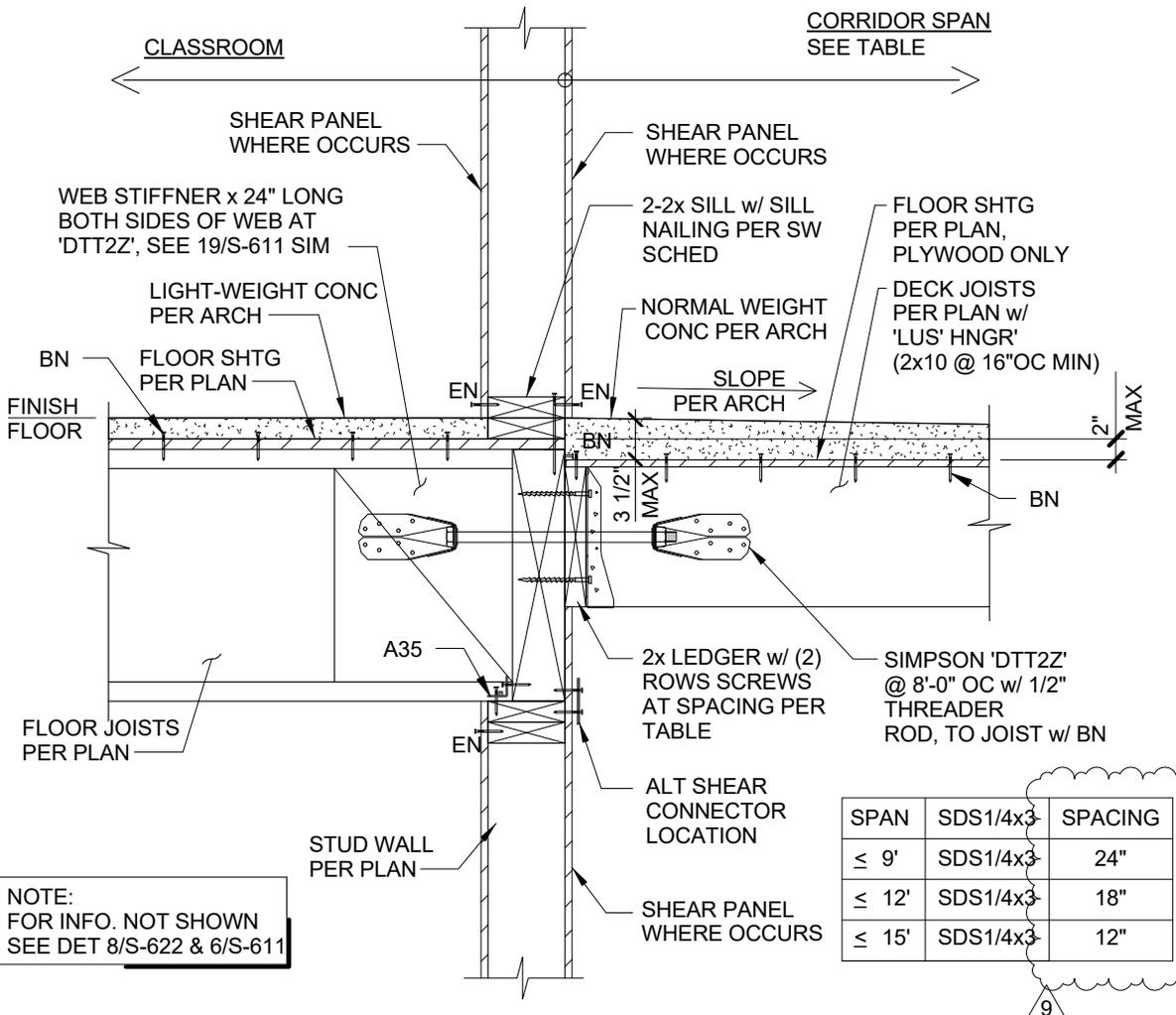
CORRIDOR / CLASSROOM CONNECTION

4

SCALE: 1" = 1'-0"



DESCRIPTION: AS APPROVED DETAIL	DRAWING REFERENCE: 4/S-622	SKS #: SKS-2
PROJECT NAME: ELM ELEMENTARY	ISSUE REFERENCE: CCD#009	DATE 09/28/2017
PROJECT NUMBER: A #03-116407		SCALE
		DRAWN BY Author



NOTE:
FOR INFO. NOT SHOWN
SEE DET 8/S-622 & 6/S-611

SPAN	SDS1/4x3	SPACING
≤ 9'	SDS1/4x3	24"
≤ 12'	SDS1/4x3	18"
≤ 15'	SDS1/4x3	12"

CORRIDOR / CLASSROOM CONNECTION

SCALE: 1" = 1'-0"

4



APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

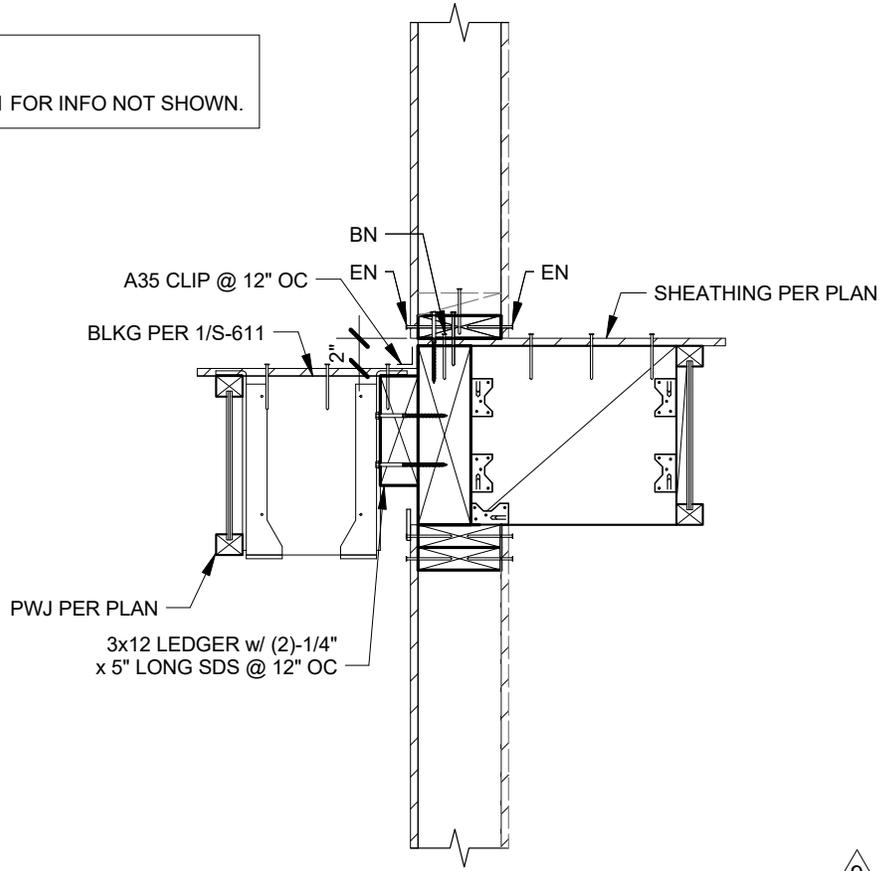
DATE 11/16/2017

pshen



	DESCRIPTION: UPDATED DETAIL	DRAWING REFERENCE: 4/S-622	SKS #: SKS-2A
	PROJECT NAME: ELM ELEMENTARY	ISSUE REFERENCE: CCD#009	DATE 09/28/2017
	PROJECT NUMBER: A #03-116407		SCALE
			DRAWN BY Author

NOTE:
SEE 1/S-611 FOR INFO NOT SHOWN.



TYP SECTION @ DEPRESSION

SCALE: NONE

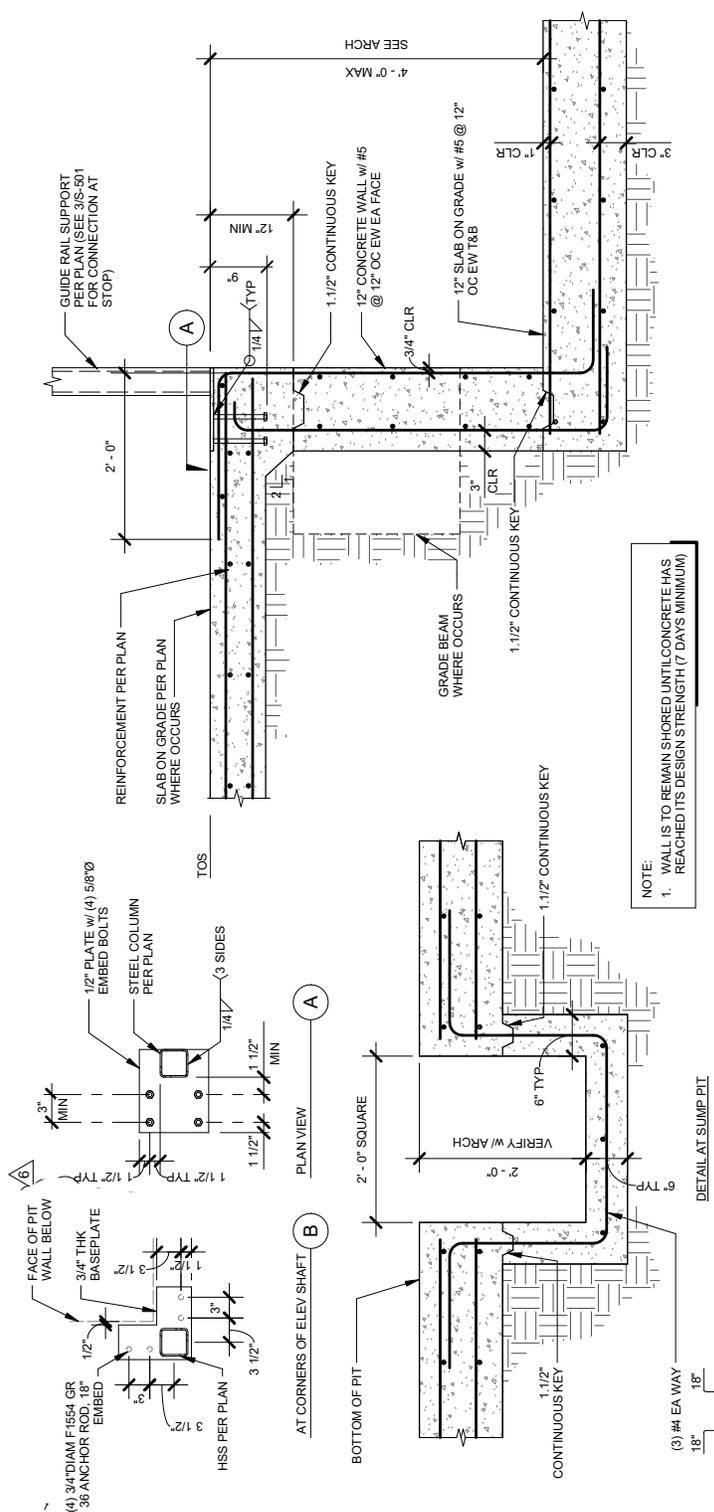
9

14

FACE 2 FACE 1



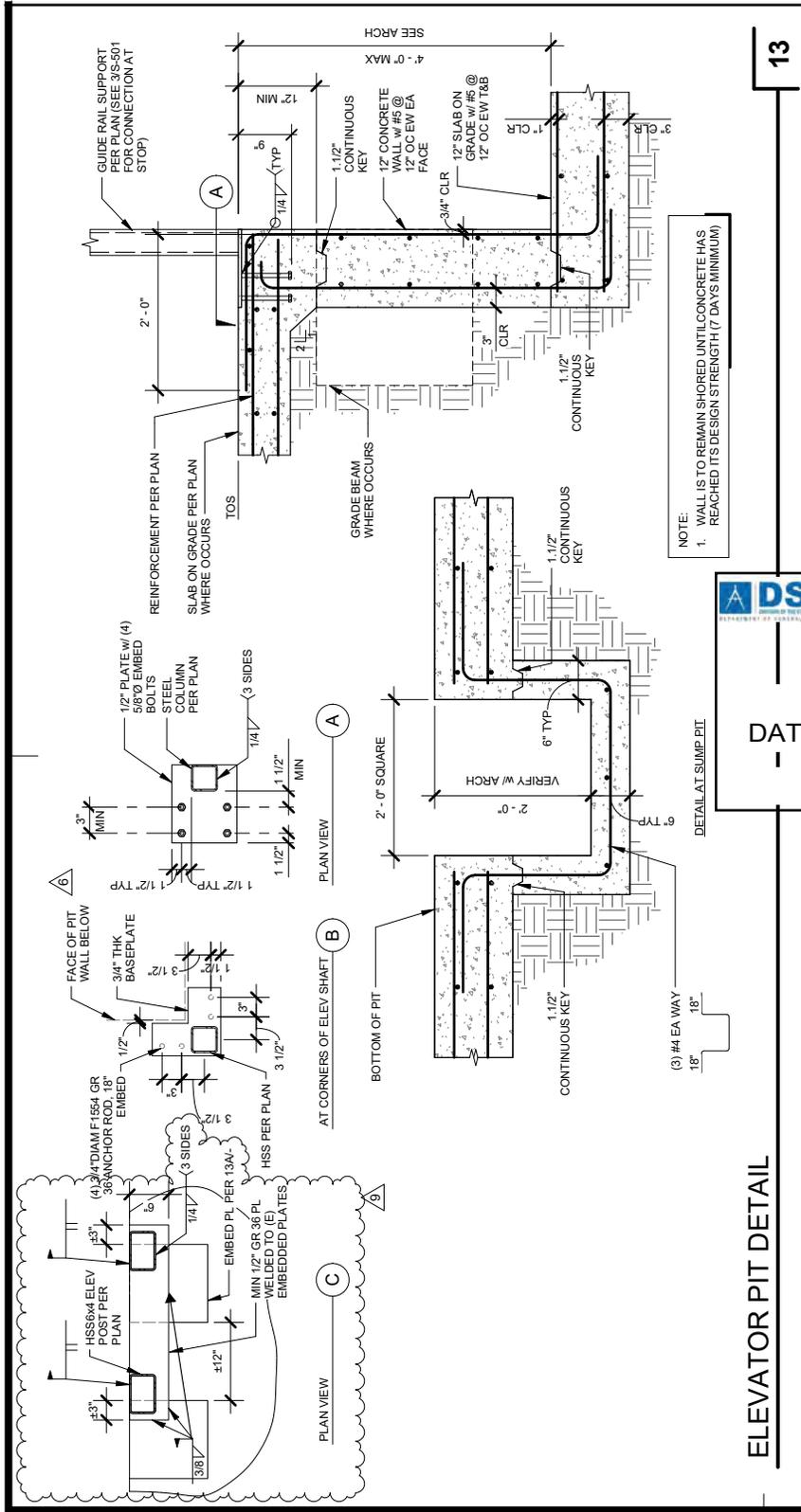
<p>DESCRIPTION: NEW DETAIL (SEE ATTACHED AS APPROVED S-611 FOR REFERENCE)</p>	<p>DRAWING REFERENCE: 14/S-621</p>	<p>SKS #: SKS-3</p>	
	<p>PROJECT NAME: ELM ELEMENTARY</p>	<p>ISSUE REFERENCE: CCD#009</p>	<p>DATE 09/28/2017</p>
	<p>PROJECT NUMBER: A #03-116407</p>	<p>DRAWN BY Author</p>	<p>SCALE</p>



ELEVATOR PIT DETAIL



DESCRIPTION: AS APPROVED		DRAWING REFERENCE: 13/S-301	SKS #: SKS-4
PROJECT NAME: ELM ELEMENTARY		ISSUE REFERENCE: CCD#009	DATE 09/28/2017
PROJECT NUMBER: A #03-116407		SCALE	
		DRAWN BY Author	



APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE **11/16/2017**
 pshen

ELEVATOR PIT DETAIL



DESCRIPTION: REVISED	DRAWING REFERENCE: 13/S-301	SKS #: SKS-4A
PROJECT NAME: ELM ELEMENTARY	ISSUE REFERENCE: CCD#009	DATE 09/28/2017
PROJECT NUMBER: A #03-116407		SCALE
		DRAWN BY Author



CONTINGENCY ALLOCATION REQUEST

CAR No. 67 R0

Date: 8/15/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 231 Add 5 1/4 x 14 PSL

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-246
	Subtotal:	-246

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add a 5 1/4 x 14 PSL to hang the 7 x 22 PSL	Abdellatif Enterprises Inc	246
Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: RFI 231		
	Subtotal:	246
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
 8/30/18



CONTINGENCY ALLOCATION REQUEST

CAR No. 67 R0

Date: 8/15/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 231 Add 5 1/4 x 14 PSL

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Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: RFI 231		
	Subtotal:	246
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 #

12

DATE: December 6, 2017

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 231

Classroom	Qty	Unit	Unit Price	Extension
HGLT 7.12-22"	2		\$ 99.25	\$ 198.50
Material Subtotal				\$ 198.50
Material Sales Tax				\$ 15.38
Material Total				\$ 213.88
Labor	0	hour	\$ 73.53	\$ -
Subtotal				\$ 213.88
Profit & Overhead		15%		\$ 32.08
Change Order Total				\$ 245.97



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 231

Project: Elm Elementary School Reconstruction Project

Date: 11-07-17
Discipline: Structural

Subject: Admin. Bldg. - SWB

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-132		Grid line 2 Between F & E

QUESTION

Admin. Bldg. grid line 2 between F and E the 7 x 22 PSL lands on top of the SWSB 18 x 20, the rim is 14" and the beam is 22". Can I add a 5 1/4" x 14 " PSL 4' minimum so I can hang the 7 x 22 PSL from 5 1/4". Please see attached sketches
At the same location the SWSB 18 x 20 is 3 1/2" wide the plate is 2 x 6 (5 1/2") it is acceptable to notch the plate to accommodate the WSW ?

ANSWER

Response

-Use HGLT7.12 for PSL hanger to the 5-1/4 x14x48" long PSL rim.
-Proposed notch of 2x6 top plate structurally acceptable.
PSE 11/7/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	11/10/2017

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: Cecil Rodriguez - Abdellatif Enterprises Inc - Author Number: 26

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 231

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Admin. Bldg. - SWB

Date: 11-07-17
Discipline: Structural

Response Requested By: 11-14-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-132		Grid line 2 Between F & E

QUESTION

Admin. Bldg. grid line 2 between F and E the 7 x 22 PSL lands on top of the SWSB 18 x 20, the rim is 14" and the beam is 22". Can I add a 5 1/4" x 14 " PSL 4' minimum so I can hang the 7 x 22 PSL from 5 1/4". Please see attached sketches

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ANSWER

- Use HGLT7.12 for PSL hanger to the 5-1/4x14x48" long PSL rim.
 - Proposed notch of 2x6 top plate structurally acceptable.
- PSE-11/07/17

Response Provided By: _____
Name Company Date

Question Initiated By: Cecil Rodriguez - Abdellatif Enterprises Inc - Author Number: 26

Submitted By: Gina Sierra - Bernards

Abdellatif Enterprises

Request for Information

Submitted to: Cecilio

RFI No.: 015

Project: Elm Street

Date: 11/6/17

Printed on:

Answer Company:	Answered By:

Author Company	Authored By:
Abdellatif Enterprises	Cecilio Rodriguez

Co-Respondent:	Author RFI Number:

Subject:	Specification:	Plans:	Bid Package #:

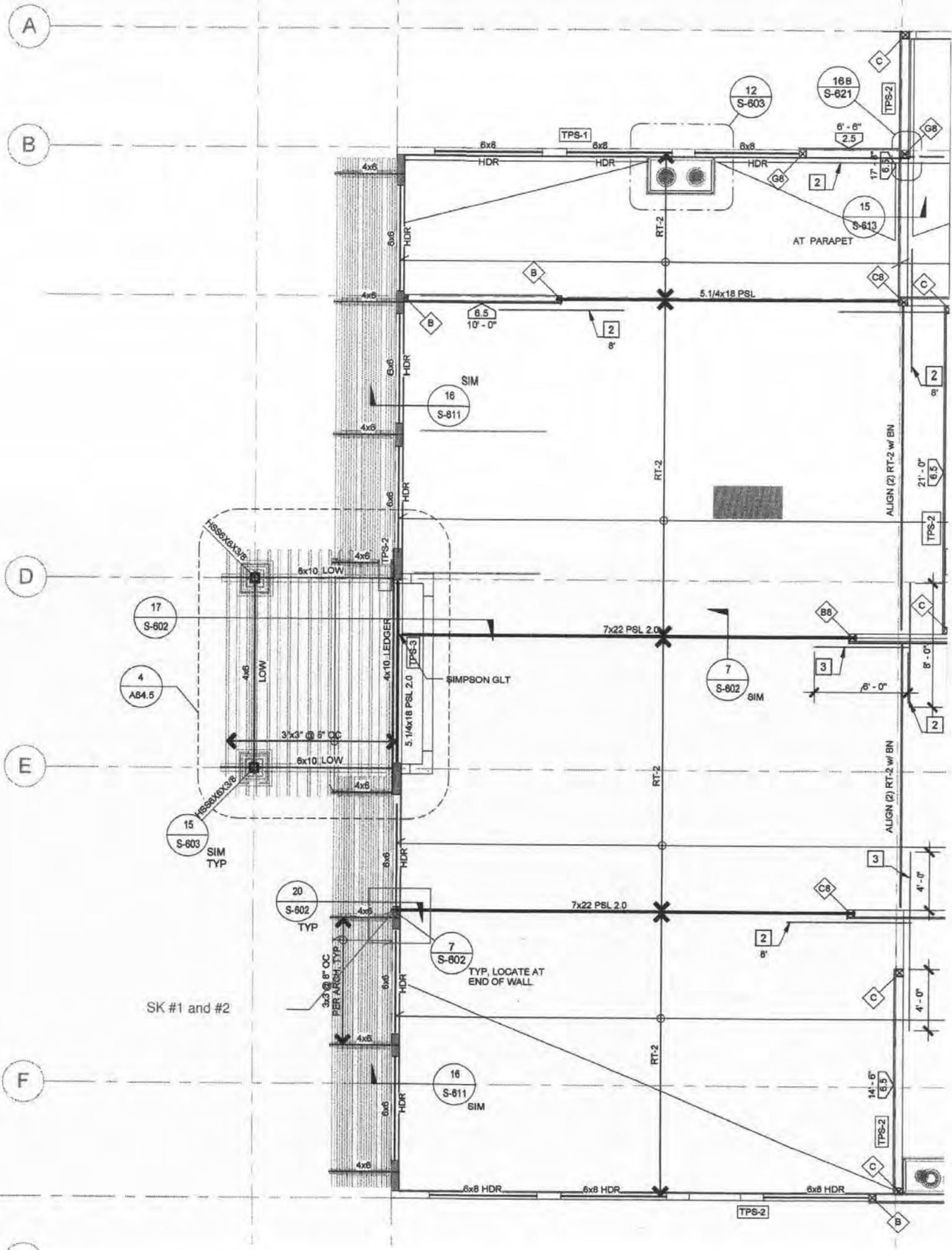
CC Company:	Contact Name:	Copies:	Notes:

Question:	Date:
Admin-Bldg. grid line 2 between F and E the 7x22 PSL lands in top of the SWSB18x20, the rim is 14" and the Beam is 22" can I add a 5 1/4"x14" PSL 4' minimum so I can hang the 7x22 PSL from the 5 1/4" please see SK. . At the same location the SWSB18x20 is 3 1/2" wide the plate is 2x6 (5 1/2") it is acceptable to notch the plate to accommodate the WSW	

Suggestion:
Please see SK

Answer:	Date:





SK #1 and #2

TYP, LOCATE AT END OF WALL

AT PARAPET

TPS-2

ALIGN (2) RT-2 w/ BN

ALIGN (2) RT-2 w/ BN

A

B

D

E

F

17
S-602

4
A64.5

15
S-603
SIM
TYP

20
S-602
TYP

7
S-602

16
S-611
SIM

16
S-811
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16B
S-621

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S-613

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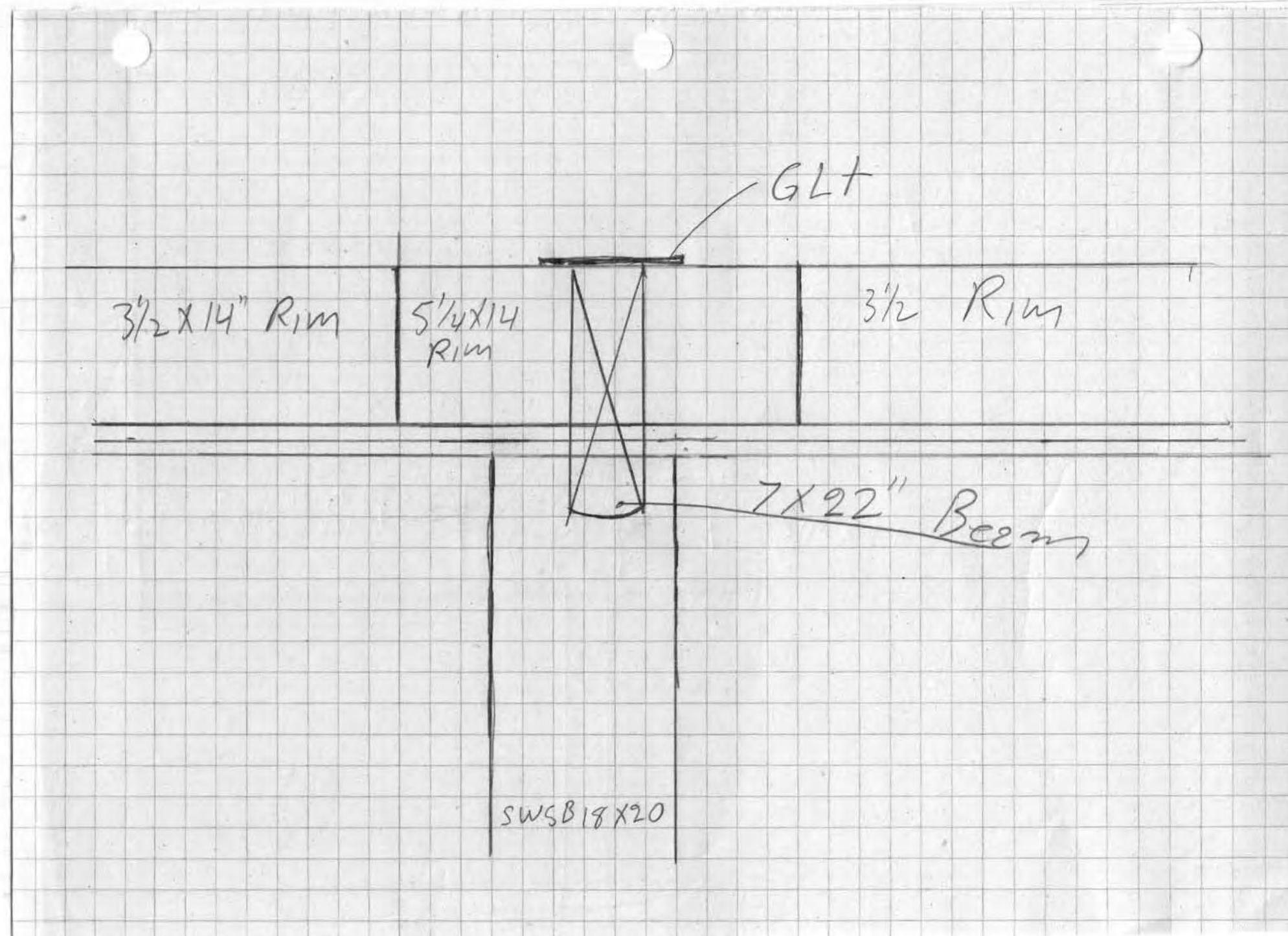
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6



3 1/2 x 14" Rim

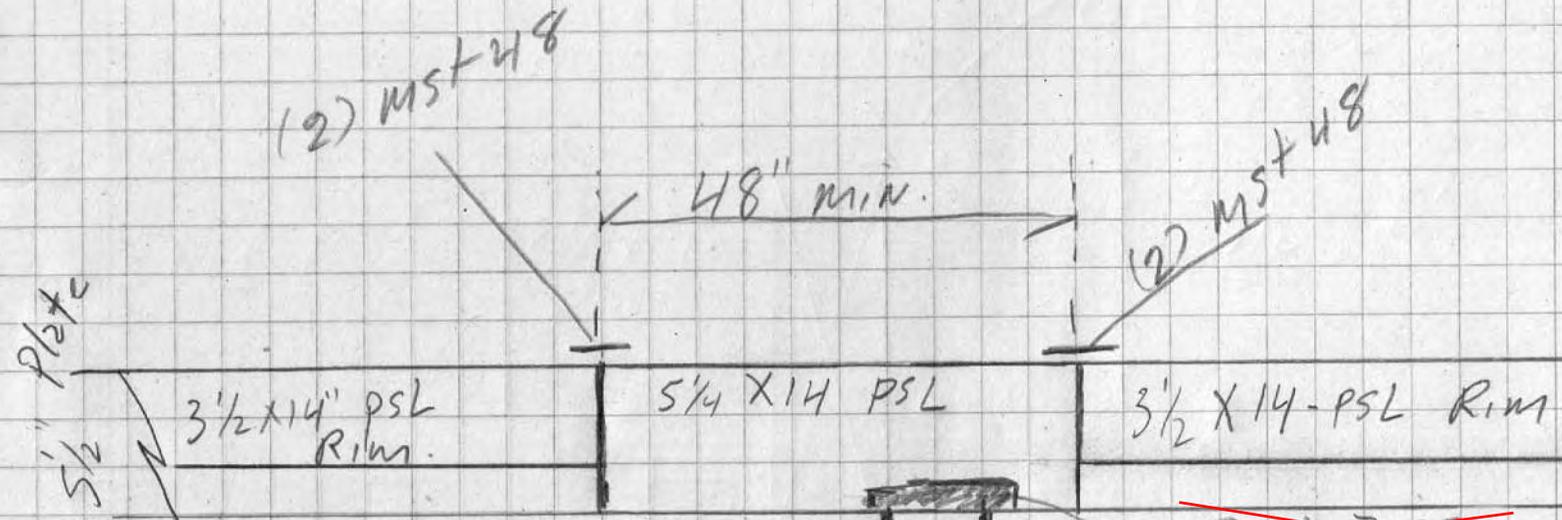
5 1/4 x 14
Rim

GLT

3 1/2" Rim

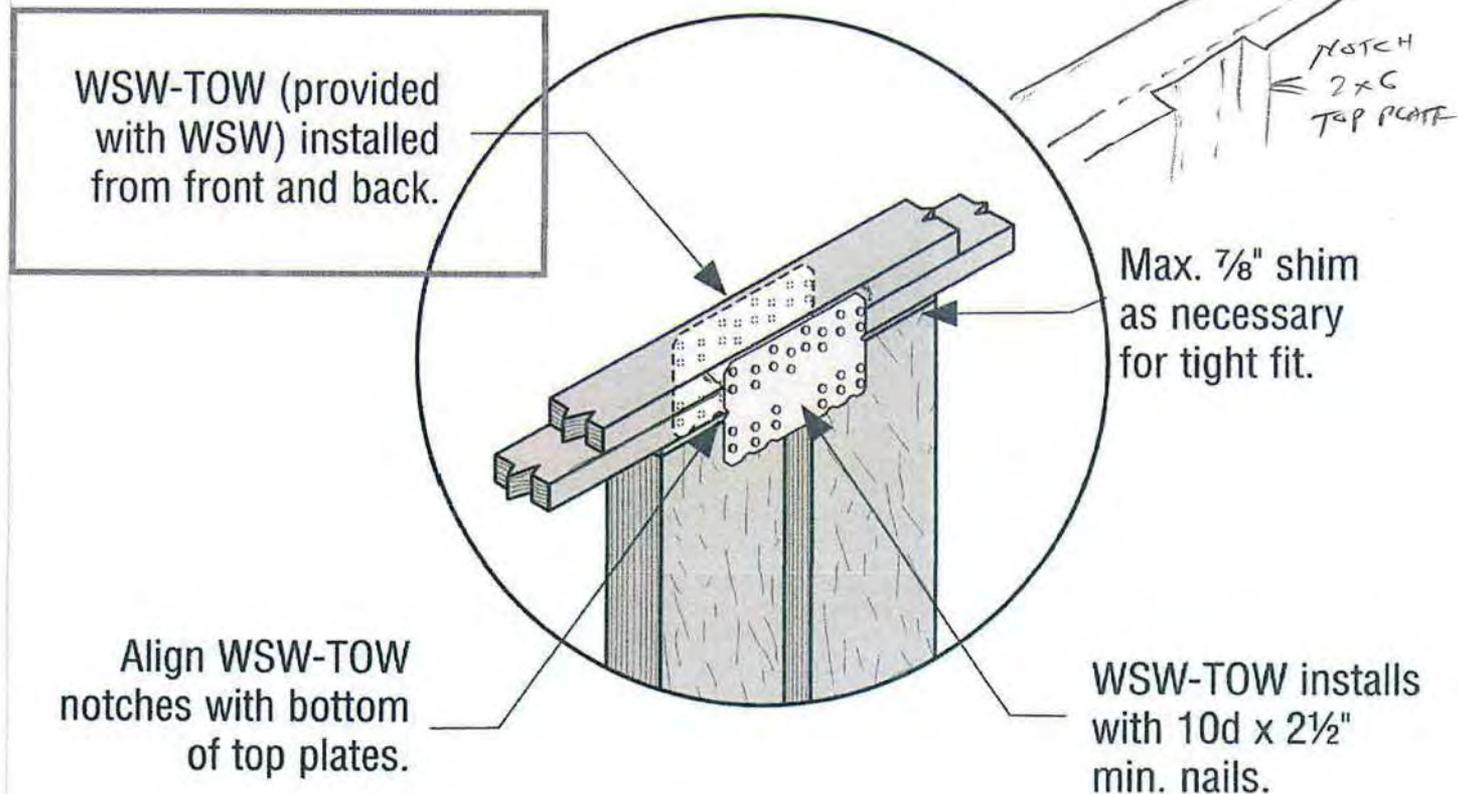
7 x 22" Beam

SWSB 18 x 20



**SIMPSON
HGLT7.12**

STANDARD TOP CONNECTION



Standard Top Connection

Also applicable for portal applications with a header.

See page 2 for alternate top connection and allowable hole information.



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 231

Project: Elm Elementary School Reconstruction Project

Date: 11-07-17
Discipline: Structural

Subject: Admin. Bldg. - SWB

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-132		Grid line 2 Between F & E

QUESTION

Admin. Bldg. grid line 2 between F and E the 7 x 22 PSL lands on top of the SWSB 18 x 20, the rim is 14" and the beam is 22". Can I add a 5 1/4" x 14 " PSL 4' minimum so I can hang the 7 x 22 PSL from 5 1/4". Please see attached sketches
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ANSWER

Response

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-Proposed notch of 2x6 top plate structurally acceptable.
PSE 11/7/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	11/10/2017

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Question Initiated By: Cecil Rodriguez - Abdellatif Enterprises Inc - Author Number: 26

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 231

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Admin. Bldg. - SWB

Date: 11-07-17
Discipline: Structural

Response Requested By: 11-14-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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Response Provided By: _____
Name Company Date

Question Initiated By: Cecil Rodriguez - Abdellatif Enterprises Inc - Author Number: 26

Submitted By: Gina Sierra - Bernards

Abdellatif Enterprises

Request for Information

Submitted to: Cecilio

RFI No.: 015

Project: Elm Street

Date: 11/6/17

Printed on:

Answer Company:	Answered By:

Author Company	Authored By:
Abdellatif Enterprises	Cecilio Rodriguez

Co-Respondent:	Author RFI Number:

Subject:	Specification:	Plans:	Bid Package #:

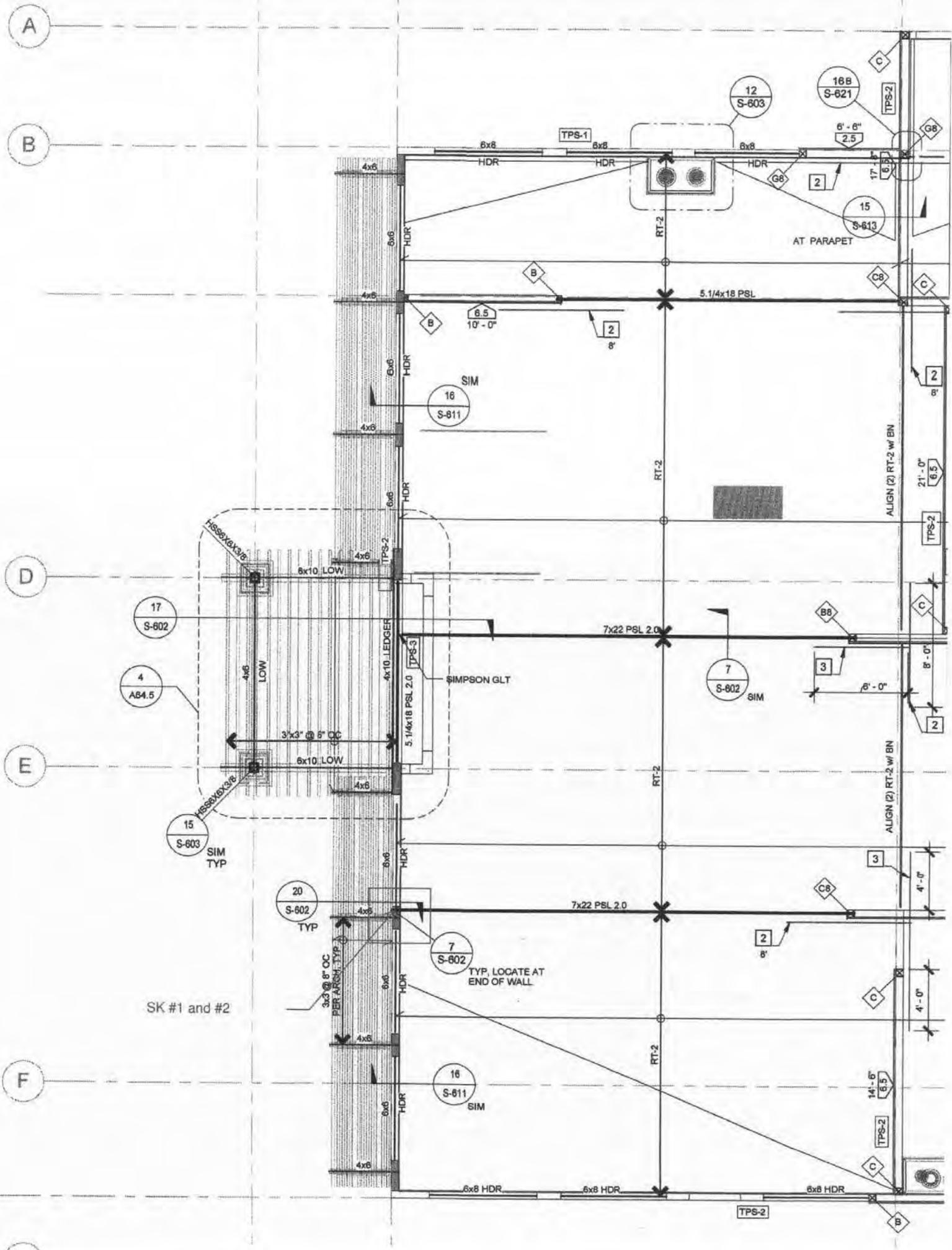
CC Company:	Contact Name:	Copies:	Notes:

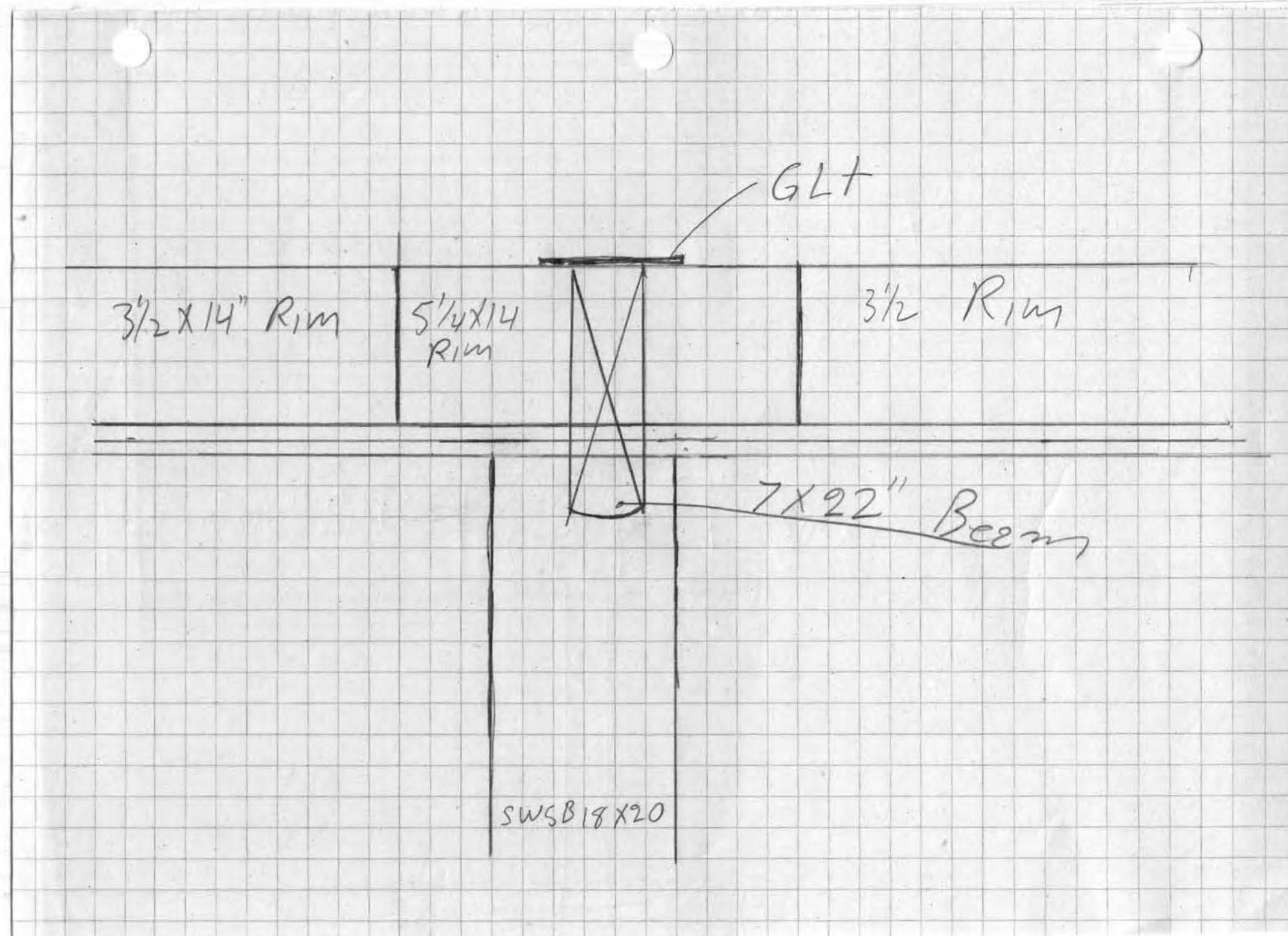
Question:	Date:
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Suggestion:
Please see SK

Answer:	Date:







3 1/2 x 14" Rim

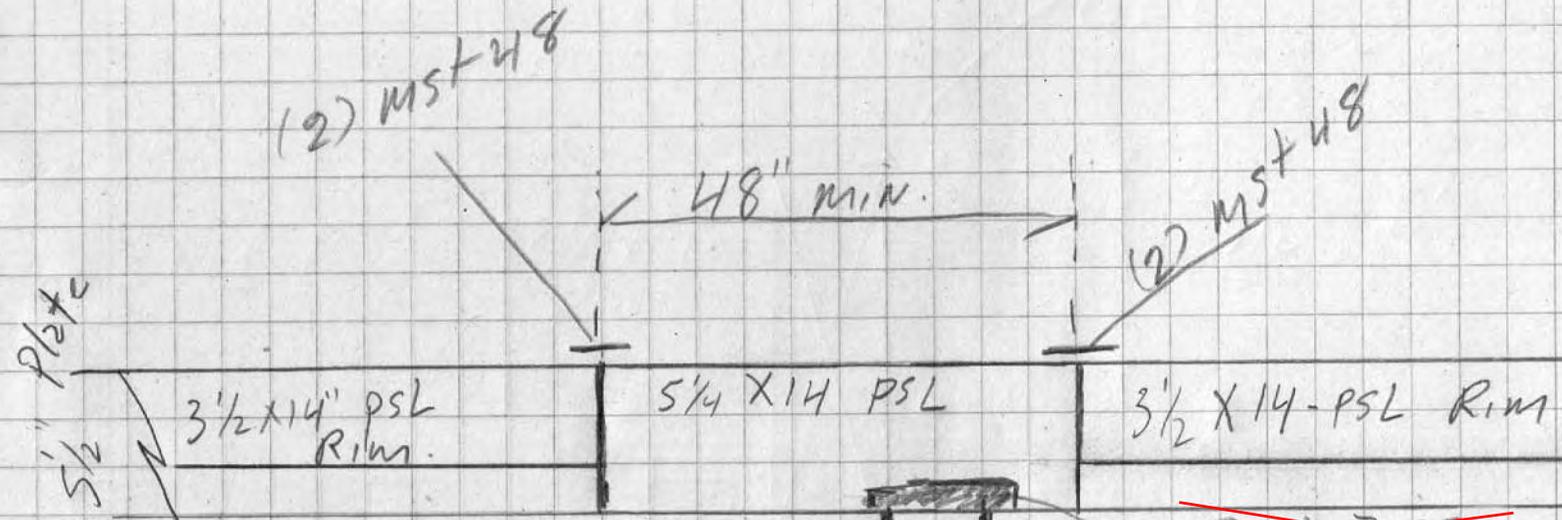
5 1/4 x 14
Rim

GLT

3 1/2" Rim

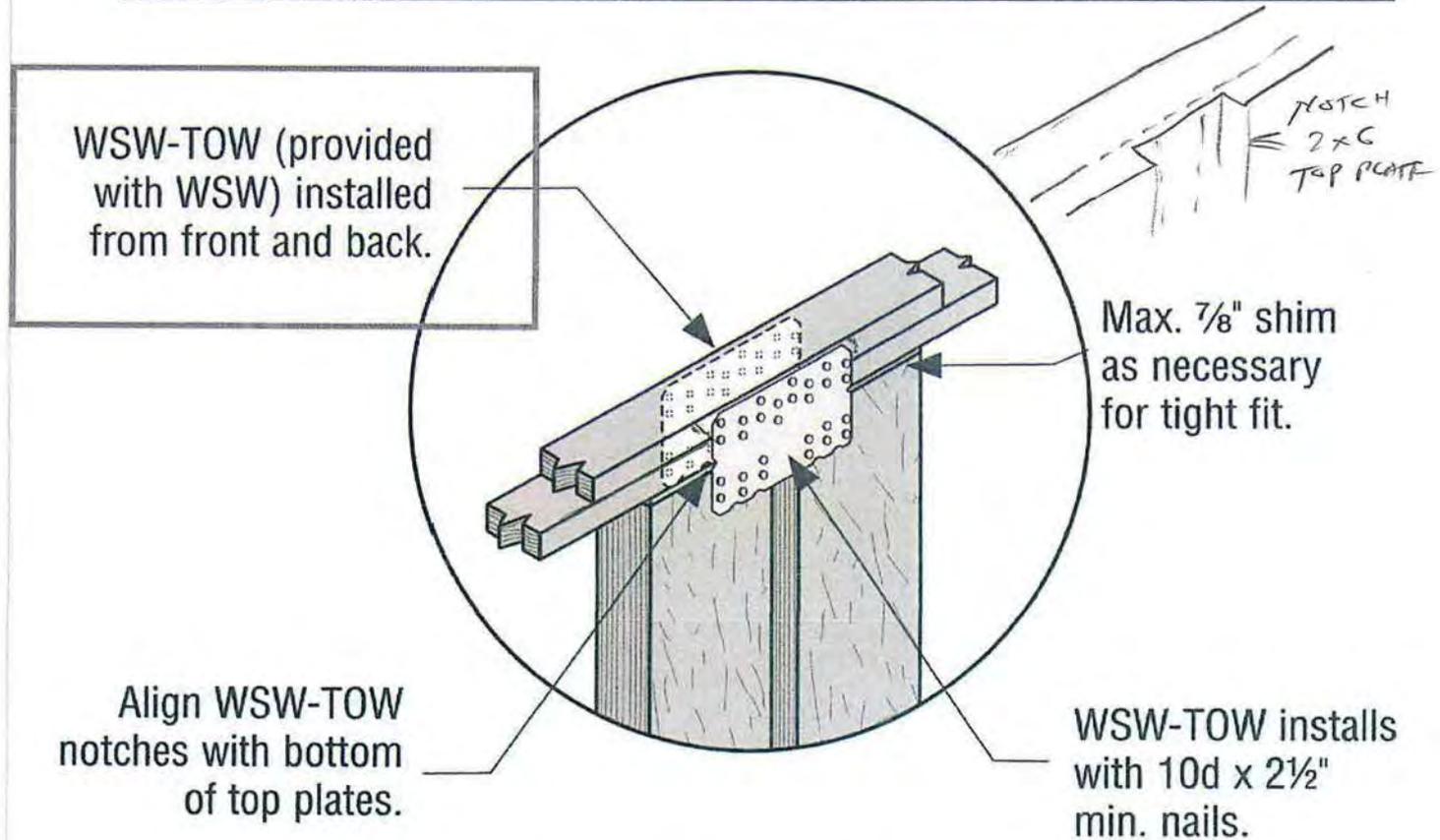
7 x 22" Beam

SWSB 18 x 20



**SIMPSON
HGLT7.12**

STANDARD TOP CONNECTION



Standard Top Connection

Also applicable for portal applications with a header.

See page 2 for alternate top connection and allowable hole information.



CONTINGENCY ALLOCATION REQUEST

CAR No. 70 R0

Date: 8/15/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 255 Trellis Furring

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-2,090
	Subtotal:	-2,090

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to increase furred wall to bottom of PSL beam at Trellis of Administration Building	Abdellatif Enterprises Inc	2,090
Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: RFI 255		
	Subtotal:	2,090

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Signature

Printed Name & Title
Carl Messner Project Executive

Date
8-30-18



CONTINGENCY ALLOCATION REQUEST

CAR No. 70 R0

Date: 8/15/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 255 Trellis Furring

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-2,090
	Subtotal:	-2,090

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to increase furred wall to bottom of PSL beam at Trellis of Administration Building	Abdellatif Enterprises Inc	2,090
Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: RFI 255		
	Subtotal:	2,090
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 #

15

DATE: December 6, 2017

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 255 - Administration Trellis

Classroom	Qty	Unit	Unit Price	Extension
2x8x16	15		\$ 16.64	\$ 249.60
6x6x14	2		\$ 51.24	\$ 102.48
ECCQ 66	3		\$ 59.9900	\$ 179.97
ECCQ 7.1-6	1		\$ 74.9700	\$ 74.97
Material Subtotal				\$ 607.02
Material Sales Tax				\$ 50.56
Material Total				\$ 657.58
Labor	16	hour	\$ 72.48	\$ 1,159.68
Subtotal				\$ 1,817.26
Profit & Overhead		15%		\$ 272.59
Change Order Total				\$ 2,089.85



**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. : 255

Project: Elm Elementary School Reconstruction Project

Date: 11-20-17
Discipline: Structural

Subject: Admin-Trellis at 2 Line

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-132		SK-4 SEOR Observation report
A-64.5	4 ,6	

QUESTION

Ref.Sheets S -132, A64.5 detail 4, & detail 6 (see attached)

1. Please provide detail for furring out the area in front of the low PSL Beam out to face of building. See suggestions on attached sketches
2. What is the elevation (height) of the low PSL? Flush with the bottom of the trellis ? Or will there be an offset lower?

ANSWER

Response

1. See attached comments in red
PSE-11/20/17

1. Proposed sketches for furring out area in front of low PSL Beam is acceptable
Furred out wall to be flush with exterior walls.

2. Elevation (height) of the low PSL/furred wall will be flush with the bottom of the trellis.
SVA - 11/27/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pacific Interiors Enterprise	Curtis Dowell	11/28/2017
Abdellatif	Hazem Abdellatif	11/28/2017



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 255

Project: Elm Elementary School Reconstruction Project

Date: 11-20-17

Discipline: Structural

Subject: Admin-Trellis at 2 Line

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: Hazem Abdellatif - Abdellatif Enterprises Inc - Author Number:

Submitted By: Gina Sierra - Bernards

Project: Elm Elementary School Reconstruction Project

REQUEST FOR INFORMATION

Job No. 1636.

2 of 2

Report Date: 11/28/2017



REQUEST FOR INFORMATION

RFI No.: 255

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 11-20-17
Discipline: Structural

Subject: Admin-Trellis at 2 Line

Response Requested By: 11-27-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-132		SK-4 SEOR Observation report
A-64.5	4,6	

QUESTION

Ref.Sheets S -132, A64.5 detail 4, & detail 6 (see attached)

1. Please provide detail for furring out the area in front of the low PSL Beam out to face of building. See suggestions on attached sketches.
2. What is the elevation (height) of the low PSL? Flush with the bottom of the trellis ? Or will there be an offset lower?

ANSWER

1. See attached comments in red.
PSE-11/20/17

1. Proposed sketches for furring out area in front of low PSL Beam is acceptable.
Furred out wall to be flush with exterior walls.

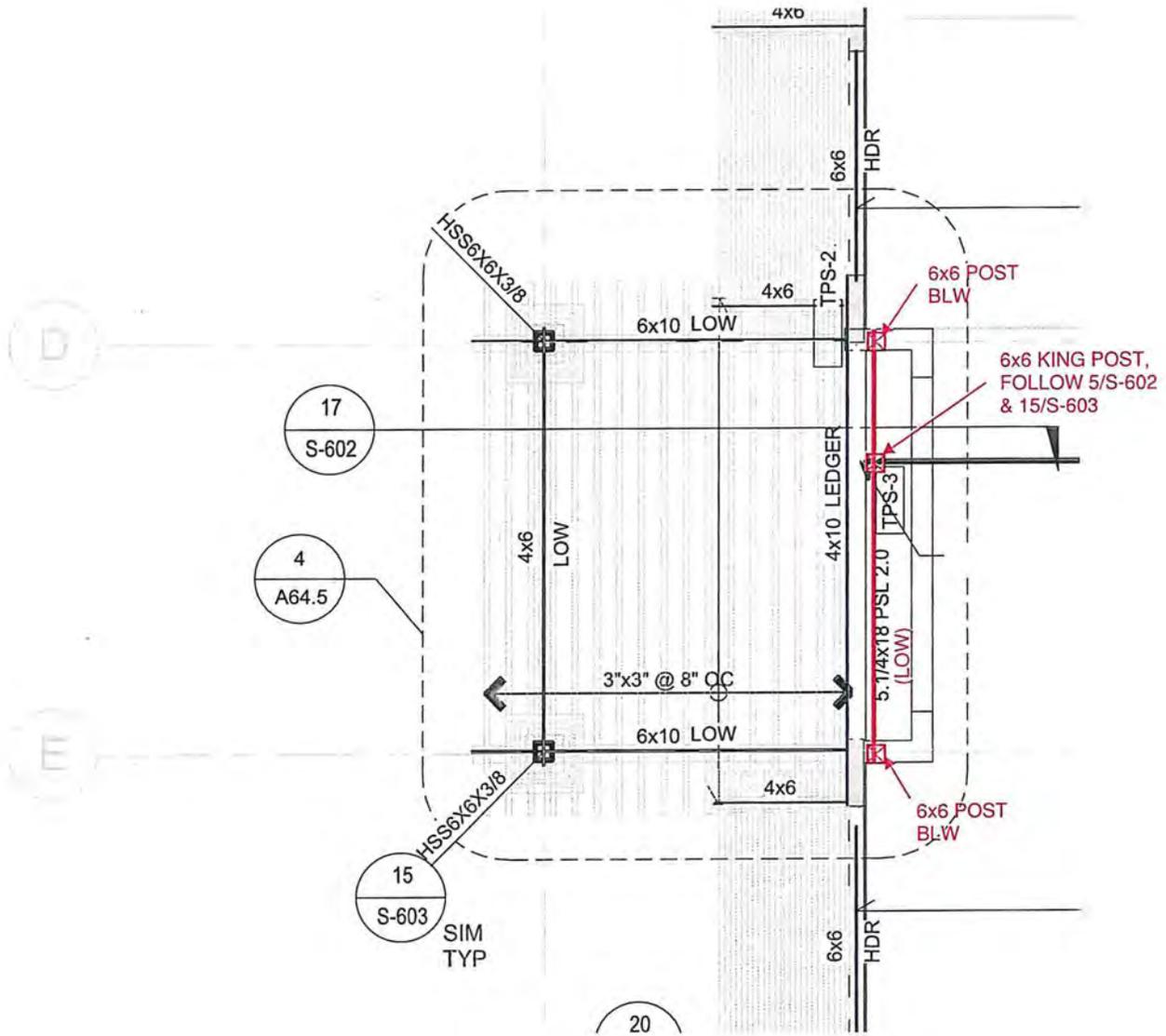
2. Elevation (height) of the low PSL/furred wall will be flush with the bottom of the trellis.
SVA - 11/27/17

Response Provided By: _____
Name Company Date

Question Initiated By: Hazem Abdellatif - Abdellatif Enterprises Inc - Author Number:

Submitted By: Gina Sierra - Bernards

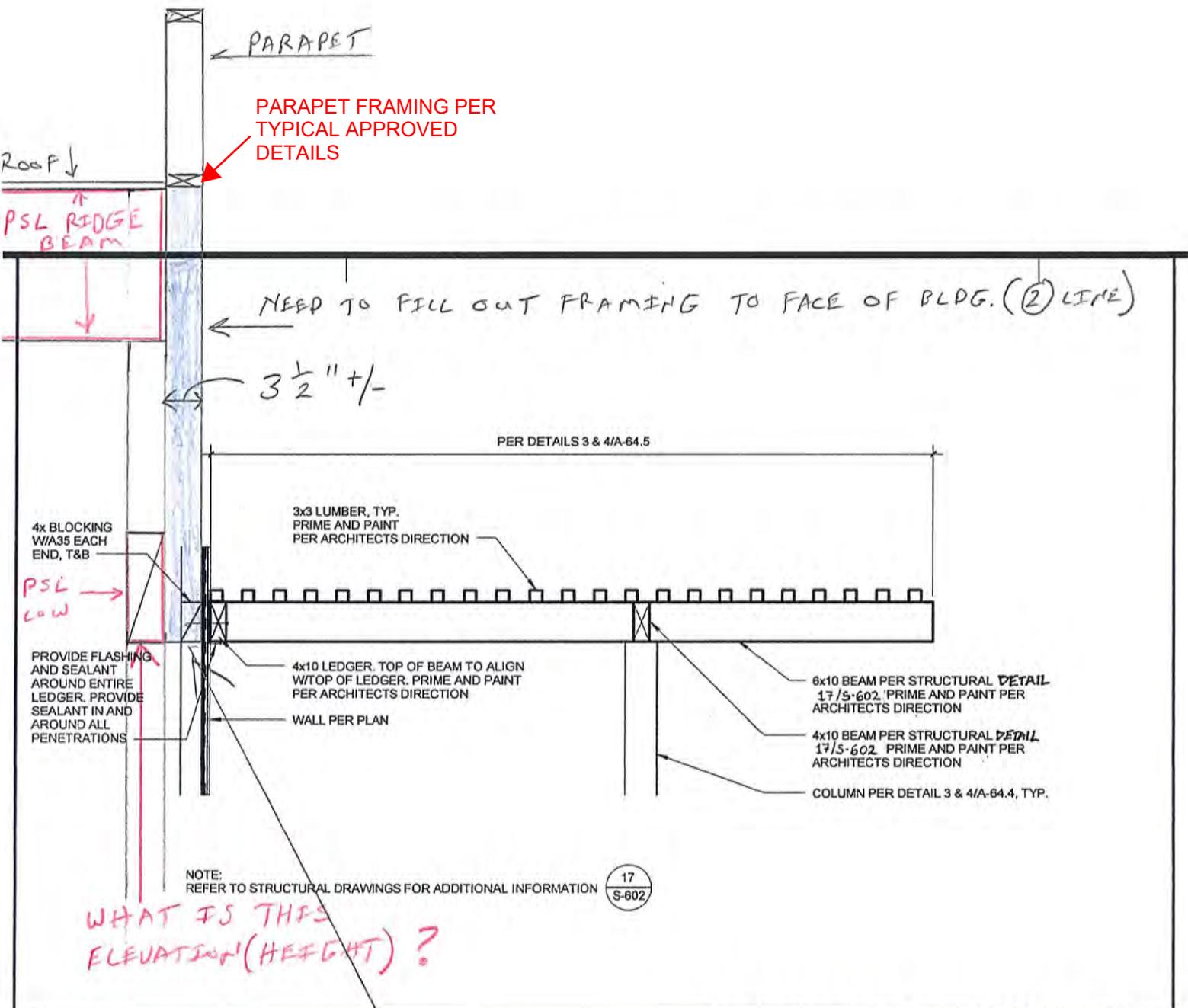
PART OF STRUCTURAL OBSERVATION
REPORT FROM 11/11/17



S-132

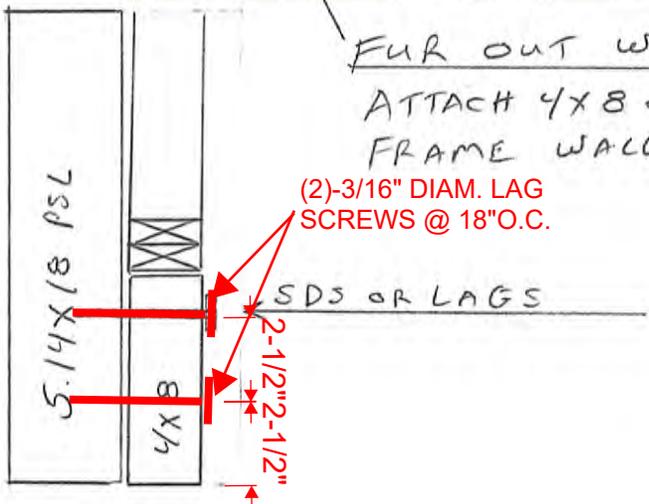
SK-4

(2)



WHAT IS THIS ELEVATION (HEIGHT)?

ADMIN TRELLIS SECTION 1/2" = 1'-0" 6



FUR OUT WALL SUGGESTION ATTACH 4x8 OR 4x12 TO PSL AND FRAME WALL ON TOP OF IT

A64.5



CONTINGENCY ALLOCATION REQUEST

CAR No. 128 R0

Date: 8/14/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 74 Shut Off Valves

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-2,320
	Subtotal:	-2,320

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to provide and install shut off valves for the four buildings.	Precision Plumbing-Mechanical	2,320
Reason: Not shown on plans.		
Requested By: SVA Architects		
Ref: RFI 74		
	Subtotal:	2,320
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

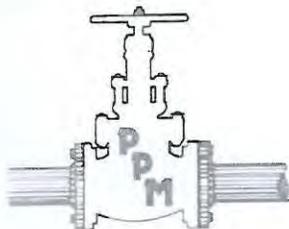
Printed Name & Title

Date

Signature

Printed Name & Title
Carl Magnus Project Executive

Date
8-30-18



PRECISION Plumbing-Mechanical

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

Proposal

Page No. _____ of _____ Pages

PROPOSAL SUBMITTED TO Bernard Builders -- Jaime Pace		PHONE (818) 898-1521	DATE 7-18-17
STREET 555 First St.		JOB NAME COR #2 CW Shut Off Valves at Each Building	
CITY, STATE AND ZIP CODE San Fernando, CA 91340		JOB LOCATION 450 E. Elm St. Oxnard, CA 93033	
ARCHITECT	DATE OF PLANS	jpace@bernards.com	JOB PHONE

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

We propose to provide the labor and material needed to install one (1) new shut off valve on the domestic cold water main entering each of the four (4) buildings. This change order is based on RFI #74 response.

SEE ATTACHMENT "A" FOR ITEMS INCLUDED & EXCLUDED

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

Two Thousand Three Hundred Twenty Dollars & NO/100 _____ dollars (\$ **2,320.00**)

Payment to be made as follows:

Monthly progress payments; Net 15 days invoice.

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

Authorized
Signature

Daniel Bascom

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

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

Signature _____

Date of Acceptance: _____

Signature _____

Attachment "A"
PROPOSAL #12201

The following items are included in this proposal:

- Provision and installation of four (4) domestic cold water shut off valves, one at each building.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 74

Project: Elm Elementary School Reconstruction Project

Date: 06-16-17
Discipline: Plumbing

Subject: Shut off valves at the water service to each building

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

The plans do not show shut off valves at the water service to each building. Please confirm that a shut off is needed at the building POC. Please provide the type of valve and confirm the locations.

ANSWER

Response

Provide a cold water service shut off at each building(Specifications 22 05 13 3.02-Q.1.)

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	6/19/2017

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Steve Johnson - Bernards
Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 74

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 06-16-17
Discipline: Plumbing

Subject: Shut off valves at the water service to each building

Response Requested By: 06-23-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

The plans do not show shut off valves at the water service to each building. Please confirm that a shut off is needed at the building POC. Please provide the type of valve and confirm the locations.

ANSWER

Provide a cold water service shut off at each building (Specifications 22 05 13-3.02-Q.1).

Rick Engineering concurs with the response above provided by Roshanian and Associates.

Response Provided By:	<u>Josh Barrett</u>	<u>Rick Engineering Company</u>	<u>6/19/17</u>
	<u>H. Mozaffari, R&A</u>		<u>June 16, 2017</u>
	Name	Company	Date

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 74

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 06-16-17
Discipline: Plumbing

Subject: Shut off valves at the water service to each building

Response Requested By: 06-23-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

The plans do not show shut off valves at the water service to each building. Please confirm that a shut off is needed at the building POC. Please provide the type of valve and confirm the locations.

ANSWER

Provide a cold water service shut off at each building (Specifications 22 05 13-3.02-Q.1).

Response Provided By: H. Mozaffari, R&A _____ June 16, 2017
 Name Company Date

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Foreman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2017 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.78	\$ 76.17	\$ 101.56
Vacation & Holiday Accrual	\$ 3.34	\$ 5.01	\$ 5.01
Hourly Taxable Wage Costs Subtotal	\$ 54.12	\$ 81.18	\$ 106.57
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.15	\$ 4.72	\$ 6.30
Medicare	\$ 0.74	\$ 1.10	\$ 1.47
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.45	\$ 0.67	\$ 0.89
Workers Compensation Insurance	\$ 10.73	\$ 10.73	\$ 10.73
General Liability Insurance (If Applicable)	\$ 4.19	\$ 6.29	\$ 8.26
Hourly Payroll Tax & Insurance Subtotal	\$ 19.32	\$ 23.61	\$ 27.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 95.95</u>	<u>\$ 127.30</u>	<u>\$ 156.86</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Journeyman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2016 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.16	\$ 66.24	\$ 88.32
Vacation & Holiday Accrual	\$ 3.03	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 47.19	\$ 70.79	\$ 92.87
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.74	\$ 4.11	\$ 5.48
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.05	\$ 0.08	\$ 0.11
SUI	\$ 0.39	\$ 0.58	\$ 0.78
Workers Compensation Insurance	\$ 9.34	\$ 9.34	\$ 9.34
General Liability Insurance (If Applicable)	\$ 3.66	\$ 5.49	\$ 7.20
Hourly Payroll Tax & Insurance Subtotal	\$ 16.82	\$ 20.56	\$ 24.18
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.52	\$ 113.86	\$ 139.56

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



CONTINGENCY ALLOCATION REQUEST

CAR No. 129 R0

Date: 8/14/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Bulletin 14 Drinking Fountains

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-6,925
	Subtotal:	-6,925

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to provide and install a drinking fountain at the Kindergarten Building.	Precision Plumbing-Mechanical	6,925
Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: Bulletin 14		
	Subtotal:	6,925

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

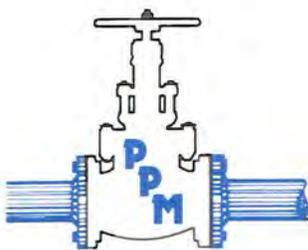
Printed Name & Title

Date


Signature

Carl Magnusson Project Executive
Printed Name & Title

8-30-18
Date



PRECISION Plumbing-Mechanical

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

Proposal

Page No. _____ of Pages _____

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

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

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

_____ dollars (\$ _____)

Payment to be made as follows:

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

Authorized Signature _____

Daniel Bascom
Daniel Bascom

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

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

Signature _____

Date of Acceptance: _____

Signature _____

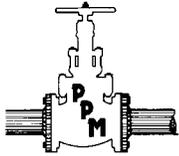
Attachment "A"
PROPOSAL #12361

The following items are included in this proposal:

- Provision and installation of one (1) Haws #1119.14 drinking fountain and related accessories.
- ABS DWV pipe with ABS DWV solvent joint fittings for sanitary sewer piping below grade.
- Cast iron no hub pipe with cast iron no hub fittings and CISPI 310 standard no hub couplings for sanitary sewer and vent piping above grade.
- Type M copper pipe with wrought copper fittings for sanitary sewer and vent piping above grade.
- Type L copper pipe with Nibco NibSeal copper press fittings for domestic cold water piping above grade.
- Excavation, backfill and compaction of plumbing trenches.
- Testing of new plumbing piping.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.
- Guardrails around drinking fountain.



PRECISION PLUMBING-MECHANICAL

COR #6 COST BREAKDOWN

JOB: Elm St Elementary School (#215)

DATE: 12/6/2017

DESCRIPTION: New Drinking Fountain at Kindergarten Building Per Bulletin #14

MATERIALS

QTY.	ITEM DESCRIPTION	COST EACH	TOTAL
20	2" ABS pipe	\$0.58	\$11.60
1	4" x 4" x 2" ABS san tee	\$25.15	\$25.15
1	2" ABS long sweep	\$4.98	\$4.98
2	2" ABS 1/8 bends	\$3.27	\$6.54
2	2" CI/plastic x 2" CI/plastic Fernco coupling	\$11.55	\$23.10
10	2" no hub cast iron pipe	\$4.39	\$43.90
2	2" no hub cast iron 1/8 bends	\$5.58	\$11.16
1	2" no hub cast iron san tee	\$8.91	\$8.91
6	2" no hub couplings	\$1.97	\$11.82
10	2" type M copper pipe	\$8.35	\$83.50
1	2" copper DWV wye	\$35.84	\$35.84
2	2" x 1-1/4" copper DWV san tees	\$28.81	\$57.62
2	1-1/4" copper DWV long sweeps	\$16.10	\$32.20
1	2" copper DWV st. 1/8 bend	\$9.34	\$9.34
1	2" copper DWV 1/8 bend	\$9.34	\$9.34
5	1-1/4" type M copper pipe	\$3.83	\$19.15
5	1/2" type L copper pipe	\$1.43	\$7.15
1	1/2" copper press 90	\$2.91	\$2.91
3	Pipe supports	\$8.50	\$25.50
1	Additional cost of Haws 1119.14 drinking fountain	\$550.00	\$550.00

SUB-TOTAL \$979.71

TAX 7.75% \$75.93

MATERIAL TOTAL \$1,055.64

SUBCONTRACTOR

SUBCONTRACTOR NAME	SERVICE	TOTAL

SUBCONTRACT TOTAL: \$0.00

LABOR

HOURS	CLASSIFICATION	RATE	TOTAL
22	Foreman	\$95.95	\$2,110.90
33	Journeyman	\$86.52	\$2,855.16
	Foreman overtime	\$127.30	\$0.00
	Journeyman overtime	\$113.86	\$0.00
	Foreman double-time	\$156.86	\$0.00
	Journeyman double-time	\$139.56	\$0.00
	Equipment rental (excavator)	\$25.00	\$0.00

LABOR TOTAL \$4,966.06

SUB-TOTAL \$6,021.70

15% M/U \$903.25

JOB TOTAL \$6,924.95



Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

3 MacArthur Place, Suite 850
Santa Ana, California 92707 T
949.809.3380

info@sva-architects.com
www.sva-architects.com

**Elm Street Elementary School
Bulletin # 14 Narrative**

Revision:

11/20/2017

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin. **Do not proceed** with any items described in this Bulletin without written authorization from the Owner.*

Changes to Drawings and/or Specifications:

Revisions to Architecture sheets:

A4-4.1.2: Addition of exterior drinking fountain at the Kindergarten Building.

Drawings

Sheet A4-4.1.2 – Kindergarten – Bldg 4 – Enlarged Plans

Distribution:

District

Contractor

IOR



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Foreman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2017 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.78	\$ 76.17	\$ 101.56
Vacation & Holiday Accrual	\$ 3.34	\$ 5.01	\$ 5.01
Hourly Taxable Wage Costs Subtotal	\$ 54.12	\$ 81.18	\$ 106.57
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.15	\$ 4.72	\$ 6.30
Medicare	\$ 0.74	\$ 1.10	\$ 1.47
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.45	\$ 0.67	\$ 0.89
Workers Compensation Insurance	\$ 10.73	\$ 10.73	\$ 10.73
General Liability Insurance (If Applicable)	\$ 4.19	\$ 6.29	\$ 8.26
Hourly Payroll Tax & Insurance Subtotal	\$ 19.32	\$ 23.61	\$ 27.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 95.95</u>	<u>\$ 127.30</u>	<u>\$ 156.86</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Journeyman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2016 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.16	\$ 66.24	\$ 88.32
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Workers Compensation Insurance	\$ 9.34	\$ 9.34	\$ 9.34
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Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.52	\$ 113.86	\$ 139.56

Factors NOT allowed in the above hourly labor cost rates:

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|--|---|



CONTINGENCY ALLOCATION REQUEST

CAR No. 130 R0

Date: 8/14/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 241 Drinking Fountains

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-6,222
	Subtotal:	-6,222

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to provide and install two Haws exterior drinking fountains.	Precision Plumbing-Mechanical	6,222
Reason: Original drinking fountains were for interior use only		
Requested By: SVA Architects		
Ref: RFI 241		
	Subtotal:	6,222
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

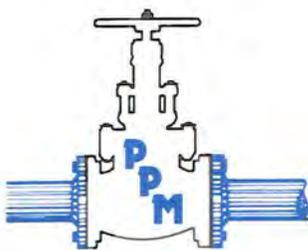
Signature

Printed Name & Title

Carly Magross Project Executive

Date

8-30-18
Date



PRECISION Plumbing-Mechanical

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

Proposal

Page No. _____ of _____ Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

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

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

_____ dollars (\$ _____)

Payment to be made as follows:

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

Authorized Signature _____

Daniel Bascom
Daniel Bascom

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

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

Signature _____

Date of Acceptance: _____

Signature _____

Attachment "A"
PROPOSAL #12362

The following items are included in this proposal:

- Provision and installation of two (2) Haws #1119.14 drinking fountain and related accessories.
- Cast iron no hub pipe with cast iron no hub fittings and CISPI 310 standard no hub couplings for sanitary sewer and vent piping above grade.
- Type M copper pipe with wrought copper fittings for sanitary sewer and vent piping above grade.
- Type L copper pipe with Nibco NibSeal copper press fittings for domestic cold water piping above grade.
- Re-rough existing plumbing to accommodate new drinking fountain.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.
- Guardrails around drinking fountain.



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 241

Project: Elm Elementary School Reconstruction Project

Date: 11-15-17
Discipline: Plumbing

Subject: Drinking Fountains for Entire Project

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
RFI 40		

QUESTION

Ref. RFI #40

Per the engineers response to Bernards RFI #40 we are to use DF-1 Elkay #LZSTL8WSSP for all drinking fountains onsite. The submittal for the Elkay drinking fountain states the unit is rated for indoor use only

(see attached). Units at the Classroom building and the added unit at the Kindergarten building will be installed outdoors. If these units are installed outside then all manufacturer and contractor warranties will be voided. Will we still install the Elkay units as directed by the plumbing engineer or will we install other units rated for outdoors. Please advise.

ANSWER

Response

For outdoor, use Haws Model 1119.14 barrier free, or equal (see attached cut sheet)

H. Mozaffari, R & A 11/17/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing Mechanical	Daniel Bascom	11/27/2017
Taft Electric Co	Matt Gobuty	11/27/2017

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 40

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 241

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Drinking Fountains for Entire Project

Date: 11-15-17
Discipline: Plumbing

Response Requested By: 11-22-2017

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ANSWER

[For outdoor, use Haws Model 1119.14 barrier free, or equal \(see attached cut sheet\).](#)

Response Provided By: H. Mozaffari, R&A _____ Nov. 17, 2017
 Name Company Date

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 40

Submitted By: Gina Sierra - Bernards



model 1119.14

Barrier-Free Dual Wall Mount Fountain

FEATURES & BENEFITS

CONSTRUCTION

One-piece stamped basin with low-profile design made of 14 gauge Type 304 stainless steel with integral 1/4" (.6 cm) mounting plate, and vandal-resistant bottom plate. Satin finish resists stains and corrosion.

INTEGRATED TRAP

Brass 1-1/4" NPT trap is internally mounted for easy installation and access.

QUALITY CONTROL

Both fountains are pre-built and fully water and pressure tested to ensure proper functionality.

BACK PANEL

Stainless steel back panel helps to protect the wall from inadvertent splashing, and its decorative satin finish increases location visibility and completes the fountains attractive appearance.

BARRIER-FREE

Barrier-free capabilities combined with its ease of use allows for a number of installation location possibilities.

BUBBLER HEAD

Polished chrome-plated brass bubbler head with integral basin shank for added strength. Shielded, angled stream opening provides a steady, sanitary source of drinking water at .45 gpm.

PUSH BUTTON VALVE

The push-button activated valve assembly allows for front access stream adjustment as well as cartridge and strainer access. The valve works at an operating pressure range of 30 to 90 psi (2.1 to 6.2 bar).



SPECIFICATIONS

Model 1119.14 "Hi-Lo" wall mounted barrier-free drinking fountain shall include dual 14 gauge Type 304 Stainless Steel satin finish basins with integral 1/4" (.6 cm) stainless steel mounting plates, push-button operated stainless steel valves with front-accessible cartridge and flow adjustment, 100% lead-free waterways, polished chrome-plated brass vandal-resistant bubbler heads, polished chrome-plated brass vandal-resistant waste strainers, vandal-resistant bottom plates, stainless steel satin finish back panel, high and low fountain mounting levels, and 1-1/4" NPT traps.

OPTIONS

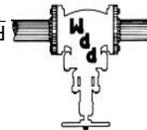
- ❑ Fountain Skirt: Model SK1, satin finish stainless steel cane touch skirt for installation on high unit in some applications that may need to comply with ADA protruding objects guidelines.
- ❑ Water Filter: Model 6426, 10" x 2" (25.4 x 5.1 cm), in-line lead removal element that reduces lead from incoming water supply.
- ❑ Mounting Plate: Model 6700.4 "Hi-Lo" universal mounting plate for most dual bubbler fountains. Priced Separately
- ❑ Support Frame: Model 6800 universal in-wall mounting support for use with most fountains.

For more information, visit www.hawsc.com or call (888) 640-4297.

APPLICATIONS

Perfect for either public or private indoor/outdoor settings, heavy-duty Model 1119.14 is a great fit in areas where aesthetics are important to the overall appeal of the architecture. Suitable in areas where extra durability is needed, thicker gauged steel is implemented so this unit mounts solidly from any wall. Beautiful satin finish helps to maintain the fountains overall appeal so it always remains looking as new as it did when it was installed. Specifically, this type of wall mounted drinking fountain may be placed in settings such as: schools and other locations in and around office buildings where the temperature remains above freezing. Model meets all current Federal Regulations for the disabled including those in the Americans with Disabilities Act. Haws manufactures drinking fountains and electric water coolers to be lead-free by all known definitions including NSF/ANSI Standard 61, Section 9, NSF/ANSI 372, California Proposition 65, and the Federal Safe Drinking Water Act. Product is compliant to California Health and Safety Code 116875 (AB 1953-2006).





PRECISION PLUMBING-MECHANICAL
 5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

REQUEST FOR INFORMATION

RFI # 40

Job Name: Elm St. Elementary School		Job #: 215	Date: 11/7/2017
To: Steve Johnson		Author: Daniel Bascom	
Drawing #:	Multiple	Detail #:	Note #:
Subject:	Drinking Fountains for Entire Project		
Cost Impact:	N/A	Schedule Impact:	Yes
Description of Information/Clarification Required:			
<p>Per the engineers response to Bernards RFI #40 we are to use DF-1 Elkay #LZSTL8WSSP for all drinking fountains onsite. The submital for the Elkay drinking fountain states the unit is rated for indoor use only (see attached). Units at the Classroom building and the added unit at the Kindergarten building will be installed outdoors. If these units are installed outside then all manufacturer and contractor warranties will be voided. Will we still install the Elkay units as directed by the plumbing engineer or will we install other units rated for outdoors. Please advise.</p>			
Recommendation:			
Response:			
Response By:		Date:	

ELKAY®

SPECIFICATIONS

EZH2O® Bottle Filler Station with Filtered Bi-Level LZ Cooler Models Enhanced LZSTL8WSSP & LZSTL8WSLP LZSTLDDWSSP & LZSTLDDWSLP

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 meet 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 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.

RATED FOR INDOOR USE ONLY



Indoor Use Only

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

© 2016 Elkay
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.

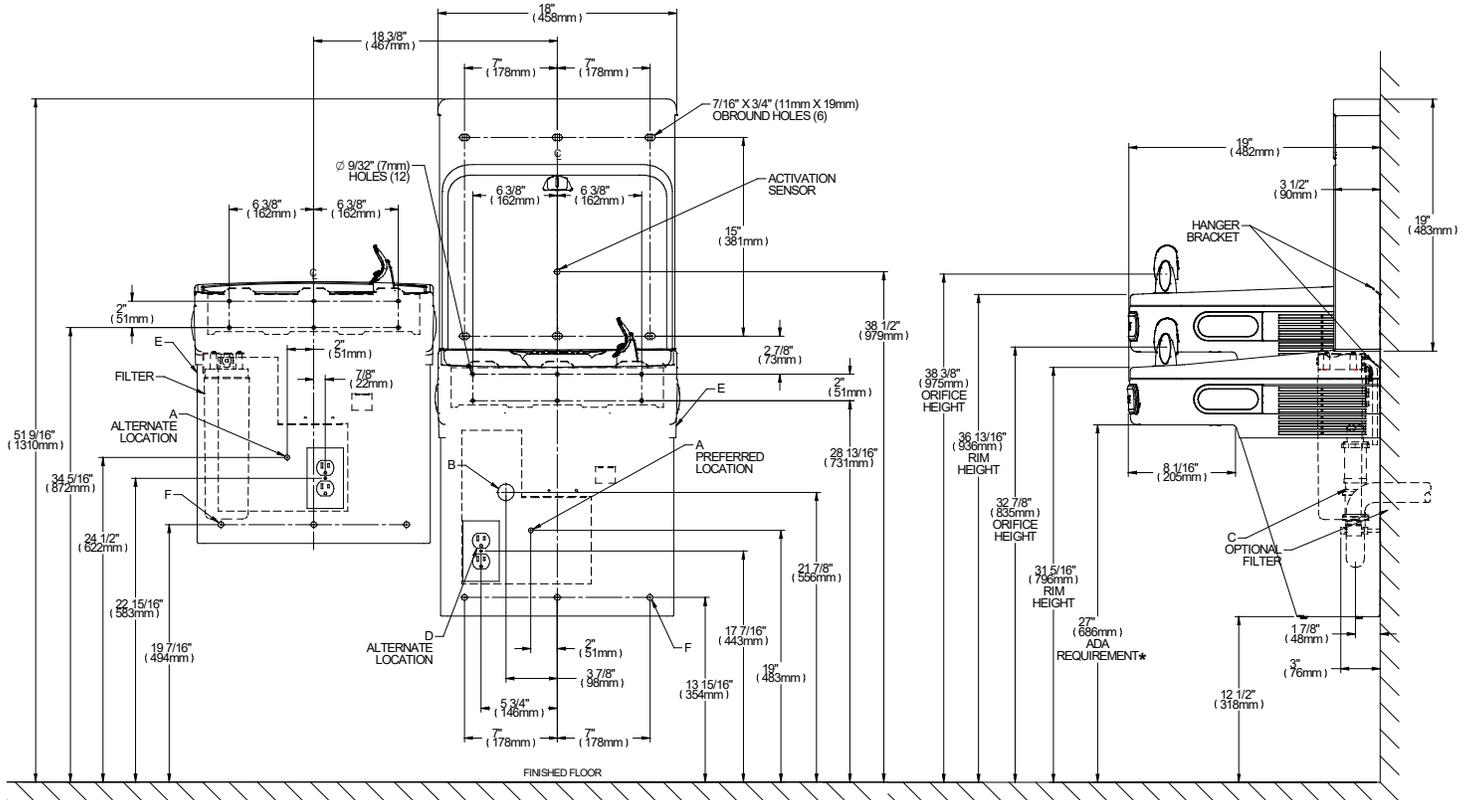
NOTICE

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
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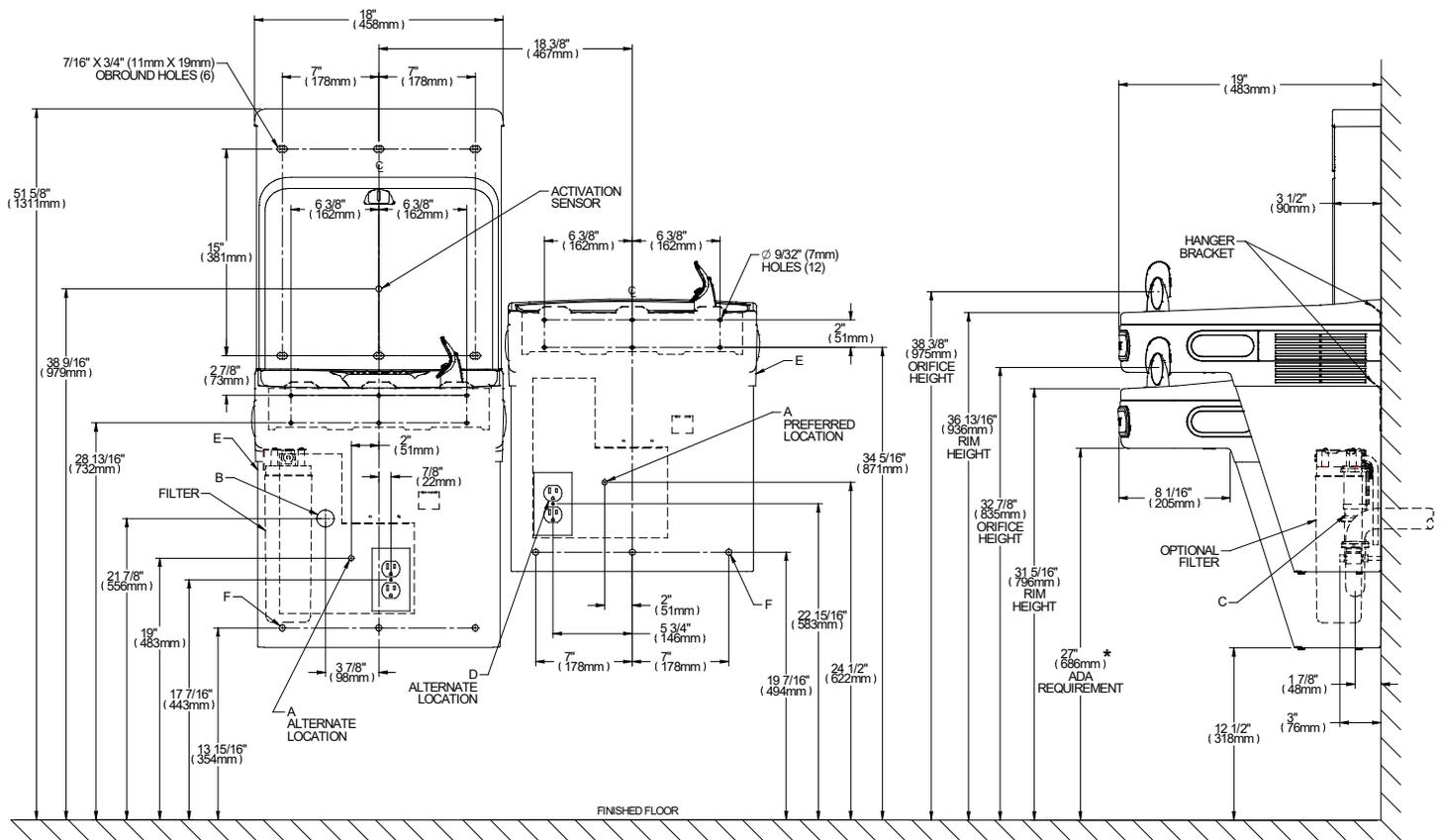
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Model Shown with Flexi-Guard Safety Bubbler

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

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Model: _____	Qty. _____
Contact: _____	
Approval Signature: _____	
Notes: _____	



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TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.52	\$ 113.86	\$ 139.56

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



CONTINGENCY ALLOCATION REQUEST

CAR No. 131 R0

Date: 8/14/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 222 Wall Hydrants

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-2,306
	Subtotal:	-2,306

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to relocate HB-2 wall hydrant.	Precision	2,306
Reason: Location was changed.	Plumbing-Mechanical	
Requested By: SVA Architects		
Ref: RFI 222		
	Subtotal:	2,306

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

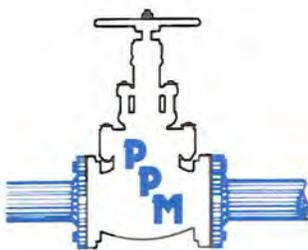
Signature

Printed Name & Title

Printed Name & Title

Date

Date



PRECISION Plumbing-Mechanical

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

Proposal

Page No. _____ of Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

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

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: _____ dollars (\$ _____)

Payment to be made as follows: _____

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

Authorized Signature *Daniel Bascom* **Daniel Bascom**

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

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

Date of Acceptance: _____ Signature _____



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 222

Project: Elm Elementary School Reconstruction Project

Date: 11-02-17
Discipline: Plumbing

Subject: Hose Bib - Wall Hydrant Locations

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Plans show multiple locations where HB-1 and HB-2 wall hydrants are to be installed on the interior and exterior of the building. Please provide elevation for these wall hydrants off finished floor/surface.

ANSWER

Response:

Install at 18" above floor, provided in agreement with architect

Proposed height suggested above is acceptable. Hose bibs shall be installed in recessed lockable box (interior and exterior locations).

SVA- 11/20/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	11/28/2017

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: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 37

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 222

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 11-02-17
Discipline: Plumbing

Subject: Hose Bib - Wall Hydrant Locations

Response Requested By: 11-09-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Plans show multiple locations where HB-1 and HB-2 wall hydrants are to be installed on the interior and exterior of the building. Please provide elevation for these wall hydrants off finished floor/surface.

ANSWER

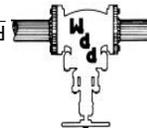
[Install at 18" above floor, provided in agreement with architect.](#)

Proposed height suggested above is acceptable. Hose bibs shall be installed in a recessed lockable box (interior and exterior locations).
SVA - 11/20/17

Response Provided By: H. Mozaffari, R&A Nov. 20, 2017
 Name Company Date

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 37

Submitted By: Gina Sierra - Bernards



PRECISION PLUMBING-MECHANICAL

5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

REQUEST FOR INFORMATION

RFI # 37

Job Name:		Elm St. Elementary School	
Job #:		215	
Date:		10/30/2017	
To:		Steve Johnson	
Author:		Daniel Bascom	
Drawing #:		Multiple	
Detail #:		N/A	
Note #:		N/A	
Subject:		Hose Bib/Wall Hydrant Locations	
Cost Impact:		Possible	
Schedule Impact:		Yes	
Description of Information/Clarification Required:			
<p>Plans show multiple locations where HB-1 and HB-2 wall hydrants are to be installed on the interior and exterior of the building. Please provide elevation for these wall hydrants off finished floor/surface.</p>			
Recommendation:			
Response:			
Response By:			
Date:			



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Foreman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2017 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.78	\$ 76.17	\$ 101.56
Vacation & Holiday Accrual	\$ 3.34	\$ 5.01	\$ 5.01
Hourly Taxable Wage Costs Subtotal	\$ 54.12	\$ 81.18	\$ 106.57
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.15	\$ 4.72	\$ 6.30
Medicare	\$ 0.74	\$ 1.10	\$ 1.47
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.45	\$ 0.67	\$ 0.89
Workers Compensation Insurance	\$ 10.73	\$ 10.73	\$ 10.73
General Liability Insurance (If Applicable)	\$ 4.19	\$ 6.29	\$ 8.26
Hourly Payroll Tax & Insurance Subtotal	\$ 19.32	\$ 23.61	\$ 27.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 95.95</u>	<u>\$ 127.30</u>	<u>\$ 156.86</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Journeyman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2016 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.16	\$ 66.24	\$ 88.32
Vacation & Holiday Accrual	\$ 3.03	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 47.19	\$ 70.79	\$ 92.87
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.74	\$ 4.11	\$ 5.48
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.05	\$ 0.08	\$ 0.11
SUI	\$ 0.39	\$ 0.58	\$ 0.78
Workers Compensation Insurance	\$ 9.34	\$ 9.34	\$ 9.34
General Liability Insurance (If Applicable)	\$ 3.66	\$ 5.49	\$ 7.20
Hourly Payroll Tax & Insurance Subtotal	\$ 16.82	\$ 20.56	\$ 24.18
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.52	\$ 113.86	\$ 139.56

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



CONTINGENCY ALLOCATION REQUEST

CAR No. 132 R0

Date: 8/14/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 332 FCU Secondary Condensate Lines

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-34,735
	Subtotal:	-34,735

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to install secondary condensate drains for each FCU in the Classroom Building	Precision Plumbing-Mechanical	34,735
Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: RFI 332		
	Subtotal:	34,735
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

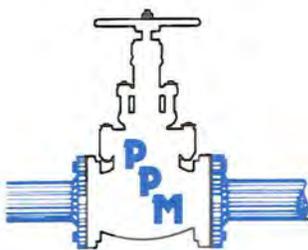
Printed Name & Title

Date


Signature

Carl Magness Project Executive
Printed Name & Title

8-30-18
Date



PRECISION Plumbing-Mechanical

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

Proposal

Page No. _____ of Pages _____

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

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

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: _____ dollars (\$ _____)

Payment to be made as follows: _____

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

Authorized Signature *Daniel Bascom* Daniel Bascom

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

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

Date of Acceptance: _____ Signature _____

Attachment "A"
PROPOSAL #12435

The following items are included in this proposal:

- Type M copper pipe with wrought copper solder style fittings for condensate drain piping.
- Sleeves where piping penetrates outside shear wall.
- ½" thick fiberglass insulation for condensate piping.
- Pipe labels.
- Connection of ¼" tubing off of FCU to new ¾" secondary condensate drain.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 332

Project: Elm Elementary School Reconstruction Project

Date: 01-26-18
Discipline: Plumbing

Subject: Secondary Condensate Drains for FCU Units

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Please provide clarification if a secondary condensate drain line is needed from FCU units installed in Classroom Building Classrooms? If secondary condensate drain lines are needed, please advise where to route and terminate for both the first and second floor units as nothing is shown on the plumbing plans.

ANSWER

Stub the 3/4" secondary condensate emergency drain with escutcheon in corner of each fan coil closet to outside walkway at 1' above floor level.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	2/5/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 42

Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 332

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Secondary Condensate Drains for FCU Units

Date: 01-26-18
Discipline: Plumbing

Response Requested By: 02-02-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Please provide clarification if a secondary condensate drain line is needed from FCU units installed in Classroom Building Classrooms? If secondary condensate drain lines are needed, please advise where to route and terminate for both the first and second floor units as nothing is shown on the plumbing plans.

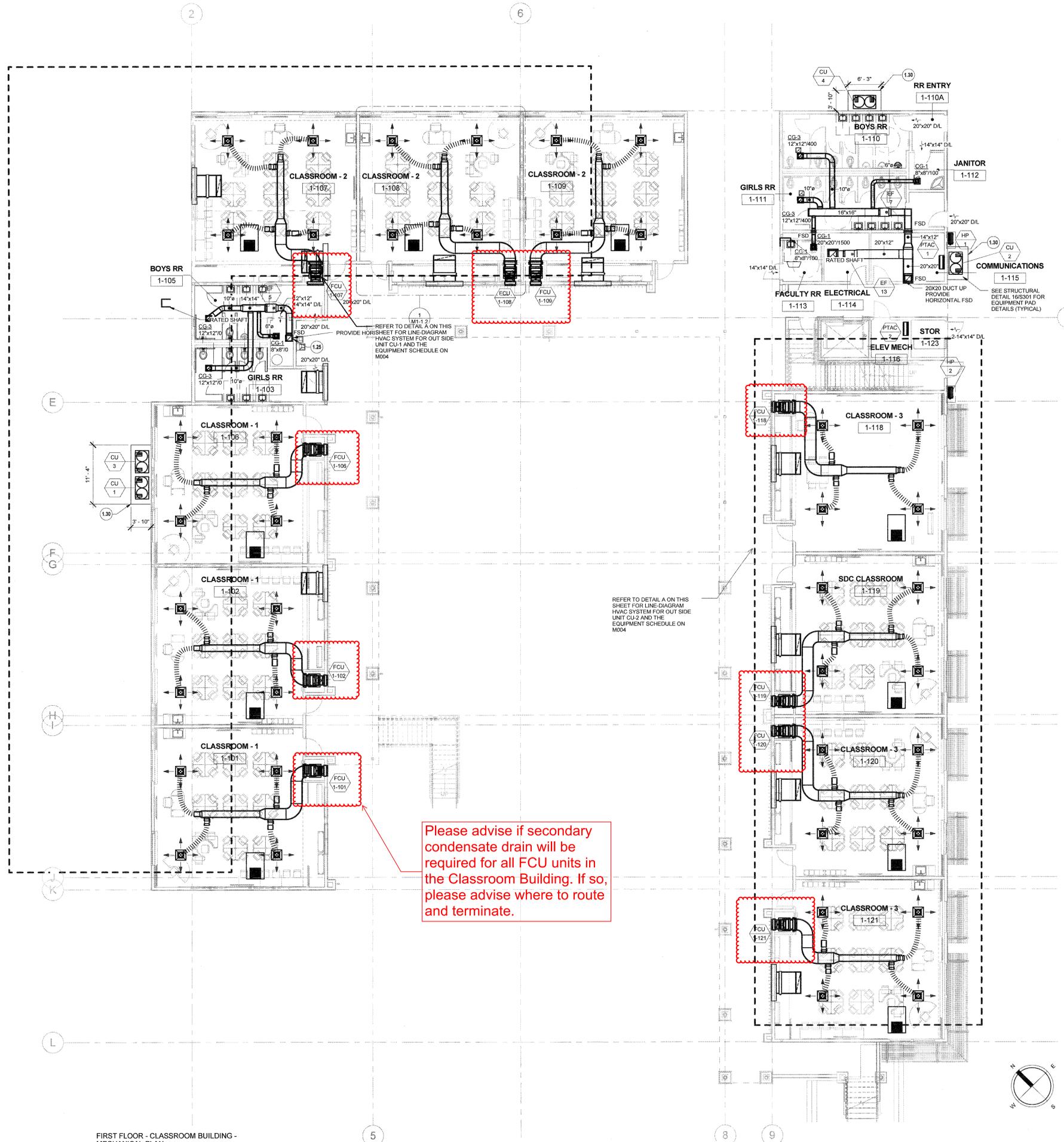
ANSWER

Stub the 3/4" secondary condensate emergency drain with escutcheon in corner of each fan coil closet to outside walkway at 1' above floor level.

Response Provided By: H. Mozaffari, R&A _____ February 1, 2018
Name Company Date

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 42

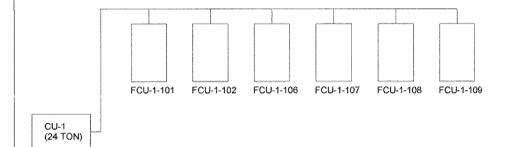
Submitted By: Alex Rivera - Bernards



FIRST FLOOR - CLASSROOM BUILDING - MECHANICAL PLAN
1/8" = 1'-0"

KEYNOTES:

- MAR
- K
- 1.25 12"x12" DUCT UP THRU SECOND FLOOR TO F- SEE DETAIL #16 ON SHEET S-301.
- 1.30 6" DEEP PAD FOR MECHANICAL EQUIPMENT



1. THIS DIAGRAM INDICATES A TYPICAL SYSTEM FOR WEST AND NORTH CLASSROOMS ON THE 1ST LEVEL.
- ALSO, THE FOLLOWING ARE SIMILAR GROUPINGS:
2. A 16 TON CU-2 OUTDOOR CONDENSING UNIT SERVING FCU-1-118, 119, 120, 121 FAN COIL UNITS IN EAST CLASSROOMS ON 1ST LEVEL.
3. A 24 TON CU-3 OUTDOOR CONDENSING UNIT SERVING FCU-1-201, 202, 206, 207, 208, 209 FAN COIL UNITS IN WEST AND PART NORTH CLASSROOMS ON THE 2ND LEVEL.
4. A 22 TON CU-4 OUTDOOR CONDENSING UNIT SERVING FCU-1-210, 211, 213, 214, 215, 216 FAN COIL UNITS IN NORTH AND EAST CLASSROOMS ON THE 2ND LEVEL.

TYPICAL HVAC SYSTEM - SAMPLE LINE DIAGRAM

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



ROSHANIAN & ASSOCIATES, INC.
 ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
 6404 WILSHIRE BLVD, SUITE #610 LOS ANGELES, CA 90048
 TEL: (323) 933-5252 FAX: (323) 933-5889

IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# 03-116407
 AC FLS SS
 DATE AUG 01 2016

REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: 10/24/2014
 PROJECT NO: 1340159
 SCALE: 1/8" = 1'-0"

M1-1.1
 SHEET NUMBER:
 SHEET TITLE:

CLASSROOM BLDG - FIRST FLOOR - MECHANICAL PLAN



3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
 T 949.909.3380 WWW.SVA-ARCHITECTS.COM

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HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Foreman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2017 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.78	\$ 76.17	\$ 101.56
Vacation & Holiday Accrual	\$ 3.34	\$ 5.01	\$ 5.01
Hourly Taxable Wage Costs Subtotal	\$ 54.12	\$ 81.18	\$ 106.57
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.15	\$ 4.72	\$ 6.30
Medicare	\$ 0.74	\$ 1.10	\$ 1.47
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.45	\$ 0.67	\$ 0.89
Workers Compensation Insurance	\$ 10.73	\$ 10.73	\$ 10.73
General Liability Insurance (If Applicable)	\$ 4.19	\$ 6.29	\$ 8.26
Hourly Payroll Tax & Insurance Subtotal	\$ 19.32	\$ 23.61	\$ 27.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 95.95</u>	<u>\$ 127.30</u>	<u>\$ 156.86</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Journeyman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2016 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.16	\$ 66.24	\$ 88.32
Vacation & Holiday Accrual	\$ 3.03	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 47.19	\$ 70.79	\$ 92.87
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.74	\$ 4.11	\$ 5.48
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.05	\$ 0.08	\$ 0.11
SUI	\$ 0.39	\$ 0.58	\$ 0.78
Workers Compensation Insurance	\$ 9.34	\$ 9.34	\$ 9.34
General Liability Insurance (If Applicable)	\$ 3.66	\$ 5.49	\$ 7.20
Hourly Payroll Tax & Insurance Subtotal	\$ 16.82	\$ 20.56	\$ 24.18
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 86.52</u>	<u>\$ 113.86</u>	<u>\$ 139.56</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



CONTINGENCY ALLOCATION REQUEST

CAR No. 133 R0

Date: 8/14/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 332 Room 1-210 Primary, 1-211 Secondary

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-6,519
	Subtotal:	-6,519

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to install primary condensate drain for FCU in Rm 1-210 to a wye branch tail piece in classroom 1-211 and the secondary condensate drain from the FCU through the ceiling, to terminate 1" below finished ceiling.	Precision Plumbing-Mechanical	6,519
Reason: Not shown on plans.		
Requested By: SVA Architects		
Ref: RFI 332		
	Subtotal:	6,519

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

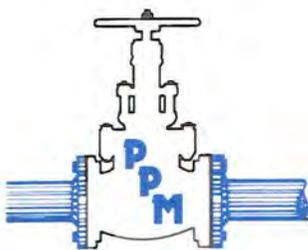
Printed Name & Title

Date

Signature

Printed Name & Title
Carl McGraw Project Executive

Date
8-30-18



PRECISION Plumbing-Mechanical

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

Proposal

Page No. _____ of Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

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

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

_____ dollars (\$ _____)

Payment to be made as follows:

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

Authorized Signature _____

Daniel Bascom
Daniel Bascom

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

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

Signature _____

Date of Acceptance: _____

Signature _____

Attachment "A"
PROPOSAL #12470

The following items are included in this proposal:

- Type M copper pipe with wrought copper solder style fittings for condensate drain piping.
- Fiberglass insulation for condensate piping.
- Pipe labels.
- Primary condensate drain to terminate at wye branch tailpiece below sink in classroom #1-211.
- Secondary drain to terminate 1" below ceiling close to fan coil unit in classroom #1-210.
- Fire caulking of pipe penetrations as required.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 332

Project: Elm Elementary School Reconstruction Project

Date: 01-26-18
Discipline: Plumbing

Subject: Secondary Condensate Drains for FCU Units

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Please provide clarification if a secondary condensate drain line is needed from FCU units installed in Classroom Building Classrooms? If secondary condensate drain lines are needed, please advise where to route and terminate for both the first and second floor units as nothing is shown on the plumbing plans.

ANSWER

Stub the 3/4" secondary condensate emergency drain with escutcheon in corner of each fan coil closet to outside walkway at 1' above floor level.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	2/5/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 42

Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 332

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Secondary Condensate Drains for FCU Units

Date: 01-26-18
Discipline: Plumbing

Response Requested By: 02-02-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Please provide clarification if a secondary condensate drain line is needed from FCU units installed in Classroom Building Classrooms? If secondary condensate drain lines are needed, please advise where to route and terminate for both the first and second floor units as nothing is shown on the plumbing plans.

ANSWER

Stub the 3/4" secondary condensate emergency drain with escutcheon in corner of each fan coil closet to outside walkway at 1' above floor level.

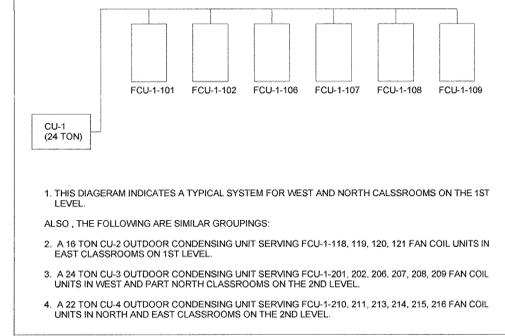
Response Provided By: H. Mozaffari, R&A _____ February 1, 2018
Name Company Date

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 42

Submitted By: Alex Rivera - Bernards

KEYNOTES:

- MAR
- K
- 1.25 12"x12" DUCT UP THRU SECOND FLOOR TO F- SEE DETAIL #16 ON SHEET S-301.
- 1.30 6" DEEP PAD FOR MECHANICAL EQUIPMENT



TYPICAL HVAC SYSTEM - SAMPLE LINE DIAGRAM

1. THIS DIAGRAM INDICATES A TYPICAL SYSTEM FOR WEST AND NORTH CLASSROOMS ON THE 1ST LEVEL.
- ALSO, THE FOLLOWING ARE SIMILAR GROUPINGS:
2. A 16 TON CU-2 OUTDOOR CONDENSING UNIT SERVING FCU-1-118, 119, 120, 121 FAN COIL UNITS IN EAST CLASSROOMS ON 1ST LEVEL.
3. A 24 TON CU-3 OUTDOOR CONDENSING UNIT SERVING FCU-1-201, 202, 206, 207, 208, 209 FAN COIL UNITS IN WEST AND PART NORTH CLASSROOMS ON THE 2ND LEVEL.
4. A 22 TON CU-4 OUTDOOR CONDENSING UNIT SERVING FCU-1-210, 211, 213, 214, 215, 216 FAN COIL UNITS IN NORTH AND EAST CLASSROOMS ON THE 2ND LEVEL.

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



ROSHANIAN & ASSOCIATES, INC.
 ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
 6404 WILSHIRE BLVD, SUITE #610 LOS ANGELES, CA 90048
 TEL: (323) 933-5252 FAX: (323) 933-5889

IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# 03-116407
 AC: [initials] FLS: [initials] SS: [initials]
 DATE: AUG 01 2016

REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: 10/24/2014
 PROJECT NO: 1340159
 SCALE: 1/8" = 1'-0"

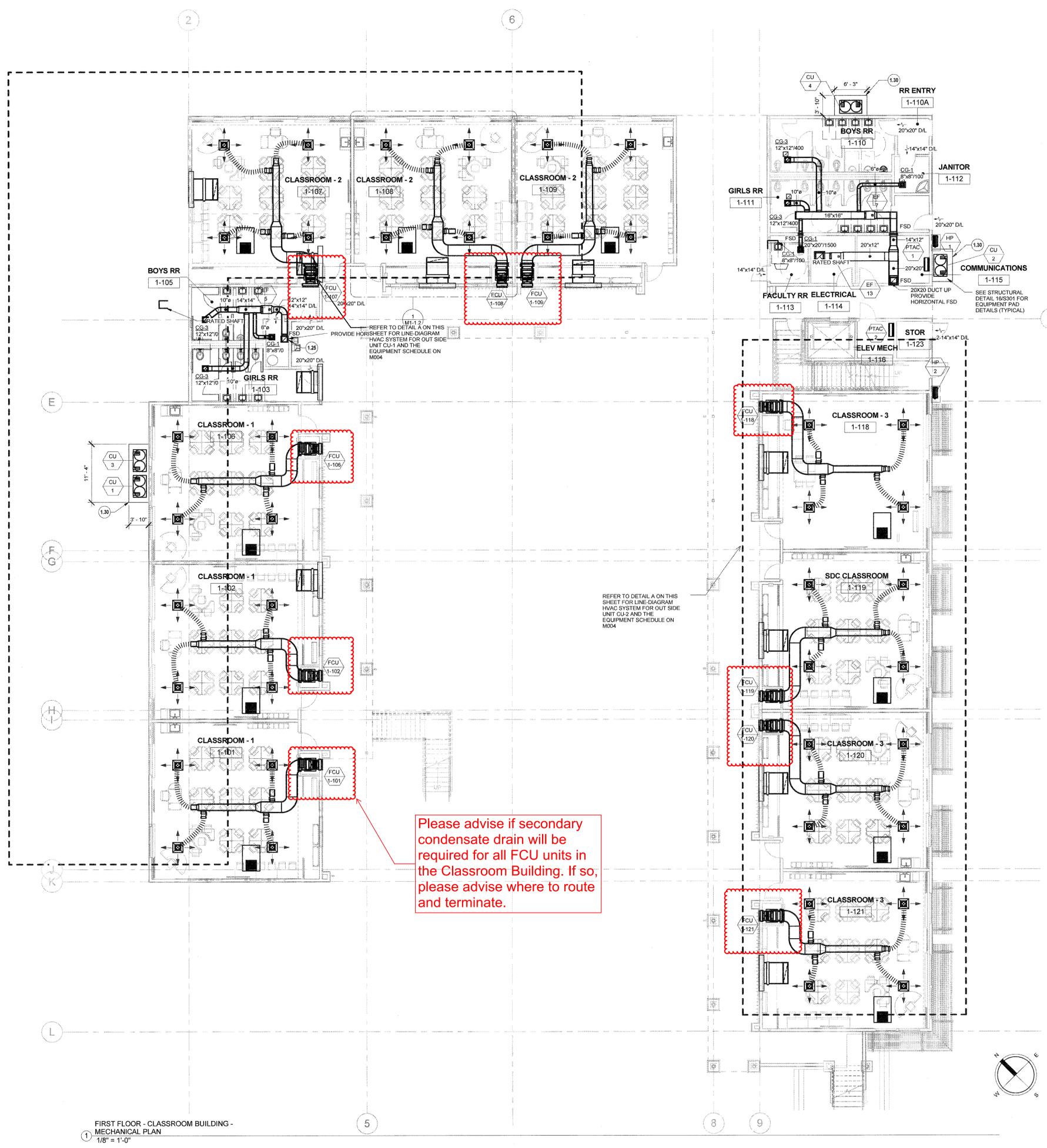
M1-1.1
 SHEET NUMBER:
 SHEET TITLE:

CLASSROOM BLDG - FIRST FLOOR - MECHANICAL PLAN



3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
 T 949.909.3380 WWW.SVA-ARCHITECTS.COM

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FIRST FLOOR - CLASSROOM BUILDING - MECHANICAL PLAN
 1/8" = 1'-0"

Please advise if secondary condensate drain will be required for all FCU units in the Classroom Building. If so, please advise where to route and terminate.

REFER TO DETAIL A ON THIS SHEET FOR LINE-DIAGRAM HVAC SYSTEM FOR OUT-SIDE UNIT CU-1 AND THE EQUIPMENT SCHEDULE ON M004

REFER TO DETAIL A ON THIS SHEET FOR LINE-DIAGRAM HVAC SYSTEM FOR OUT-SIDE UNIT CU-2 AND THE EQUIPMENT SCHEDULE ON M004



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Foreman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2017 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.78	\$ 76.17	\$ 101.56
Vacation & Holiday Accrual	\$ 3.34	\$ 5.01	\$ 5.01
Hourly Taxable Wage Costs Subtotal	\$ 54.12	\$ 81.18	\$ 106.57
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.15	\$ 4.72	\$ 6.30
Medicare	\$ 0.74	\$ 1.10	\$ 1.47
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.45	\$ 0.67	\$ 0.89
Workers Compensation Insurance	\$ 10.73	\$ 10.73	\$ 10.73
General Liability Insurance (If Applicable)	\$ 4.19	\$ 6.29	\$ 8.26
Hourly Payroll Tax & Insurance Subtotal	\$ 19.32	\$ 23.61	\$ 27.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 95.95</u>	<u>\$ 127.30</u>	<u>\$ 156.86</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|--|---|



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Journeyman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2016 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.16	\$ 66.24	\$ 88.32
Vacation & Holiday Accrual	\$ 3.03	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 47.19	\$ 70.79	\$ 92.87
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.74	\$ 4.11	\$ 5.48
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.05	\$ 0.08	\$ 0.11
SUI	\$ 0.39	\$ 0.58	\$ 0.78
Workers Compensation Insurance	\$ 9.34	\$ 9.34	\$ 9.34
General Liability Insurance (If Applicable)	\$ 3.66	\$ 5.49	\$ 7.20
Hourly Payroll Tax & Insurance Subtotal	\$ 16.82	\$ 20.56	\$ 24.18
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.52	\$ 113.86	\$ 139.56

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|--|---|



CONTINGENCY ALLOCATION REQUEST

CAR No. 134 R0

Date: 8/14/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 370 Primary & Secondary Condensates For Branch Controllers

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-31,846
	Subtotal:	-31,846

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to install primary condensate drains and secondary condensate drains for four branch controllers installed in the classroom building in rooms 1-118, 1-213, 1-105, 1-205.	Precision Plumbing-Mechanical	31,846
Reason: Requested By SVA Architects		
Requested By: SVA Architects		
Ref: RFI 370		
	Subtotal:	31,846

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

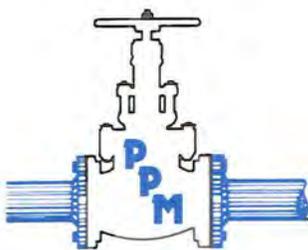
Signature

Printed Name & Title

Printed Name & Title
Carl Magness Project Executive

Date

Date
8-30-18



PRECISION Plumbing-Mechanical

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

Proposal

Page No. _____ of _____ Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

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

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: _____ dollars (\$ _____)

Payment to be made as follows: _____

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

Authorized Signature *Daniel Bascom* **Daniel Bascom**

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

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

Date of Acceptance: _____ Signature _____

Attachment "A"
PROPOSAL #12471

The following items are included in this proposal:

- Type M copper pipe with wrought copper solder style fittings for condensate drain piping.
- Fiberglass insulation for condensate piping.
- Pipe labels.
- Primary condensate drain to terminate at mop sinks.
- Provision and installation of one (1) Hartell model #L4X-115/230 condensate pump.
- Provision and installation of wall bracket for condensate pump.
- Fire caulking of pipe penetrations as required.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.
- All electrical work including low voltage electrical for plumbing equipment.



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 370

Project: Elm Elementary School Reconstruction Project

Date: 02-21-18
Discipline: Plumbing

Subject: Condensate Pump for Missing Condensate Drains

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
P-1.1.1		

QUESTION

See attached drawing and Attachment "A" showing proposed routing for condensate drain from branch controllers in rooms 1-118 & 1-213. Would it be acceptable to mount a condensate pump above the ceiling in room 1-118 in order to get the condensate drain piping, above the ceiling, from the branch controller in room 1-118 to the mop sink located in room 1-112? The only other option would be to run the condensate piping from the branch controller to the outside wall in room 1-118, then stub condensate piping out of the wall approximately 18" above grade, run exposed down outer wall to below grade and over to a drywell. Both the branch controllers and condensate drains were not included in the plans and were not discovered until after building pads and walls were in place leaving us limited options for routing and termination

ANSWER

Use 1-1/4" main condensate line, instead of the indicated 1" line, and provide insulation on the pipe, and a pan under it to avoid condensate leak or pipe sweat drip on equipment in the communication room.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	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: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 50

Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 370

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-21-18
Discipline: Plumbing

**Subject: Condensate Pump for Missing
Condensate Drains**

Response Requested By: 02-28-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
P-1.1.1		

QUESTION

See attached drawing and Attachment "A" showing proposed routing for condensate drain from branch controllers in rooms 1-118 & 1-213. Would it be acceptable to mount a condensate pump above the ceiling in room 1-118 in order to get the condensate drain piping, above the ceiling, from the branch controller in room 1-118 to the mop sink located in room 1-112? The only other option would be to run the condensate piping from the branch controller to the outside wall in room 1-118, then stub condensate piping out of the wall approximately 18" above grade, run exposed down outer wall to below grade and over to a drywell. Both the branch controllers and condensate drains were not included in the plans and were not discovered until after building pads and walls were in place leaving us limited options for routing and termination.

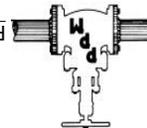
ANSWER

Use 1-1/4" main condensate line, instead of the indicated 1" line, and provide insulation on the pipe, and a pan under it to to avoid condensate leak or pipe sweat drip on equipment in the communication room.

Response Provided By: H. Mozaffari, R&A Feb. 27 2018
 Name Company Date

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 50

Submitted By: Alex Rivera - Bernards



PRECISION PLUMBING-MECHANICAL

5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

REQUEST FOR INFORMATION

RFI # 50

Job Name:		Elm St. Elementary School	
Job #:		215	
Date:		2/21/2018	
To:		Steve Johnson	
Author:		Daniel Bascom	
Drawing #:		P1-1.1	
Subject:		Condensate Pump for Missing Condensate Drains in Classroom Building	
Detail #:		N/A	
Note #:		N/A	
Description of Information/Clarification Required:		<p>See attached drawing and Attachment "A" showing proposed routing for condensate drain from branch controllers in rooms 1-118 & 1-213. Would it be acceptable to mount a condensate pump above the ceiling in room 1-118 in order to get the condensate drain piping, above the ceiling, from the branch controller in room 1-118 to the mop sink located in room 1-112? The only other option would be to run the condensate piping from the branch controller to the outside wall in room 1-118, then stub condensate piping out of the wall approximately 18" above grade, run exposed down outer wall to below grade and over to a drywell. Both the branch controllers and condensate drains were not included in the plans and were not discovered until after building pads and walls were in place leaving us limited options for routing and termination.</p>	
Recommendation:		N/A	
Response:			
Response By:			
Date:			

High Volume Commercial Grade Condensate Pumps

Model L4 Series Pumps

BENEFITS

- ▶ **Maximum lift 45 feet, Maximum flow: 4,200 GPH**
- ▶ **Heavy duty design for industrial applications**
- ▶ **Fits under utility sinks**
- ▶ **Stainless steel float**
- ▶ **Max temperature to 150°**

The L4 commercial grade condensate pump series is designed for pumping large quantities of water. Used in commercial and industrial air conditioning systems, large refrigeration units, and multiple unit installations to tie several drains into one disposal pump.

FEATURES

- ▶ **2 gallon cast aluminum reservoir**
- ▶ **1/2 hp motor, 3,450 rpm**
- ▶ **Inlet: 1-1/2" FNPT; Outlet: 1" FNPT**
- ▶ **Integral junction box**
- ▶ **Dual voltage motor**
- ▶ **Unitized construction**

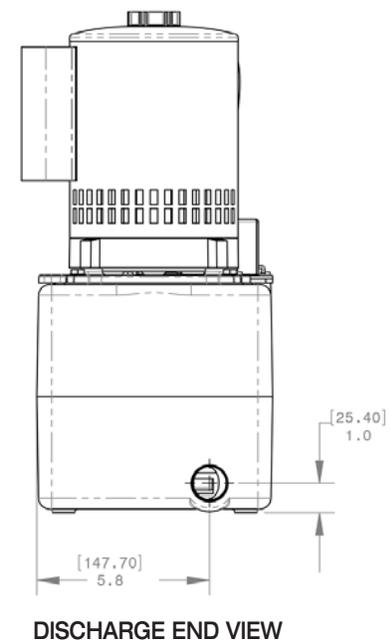
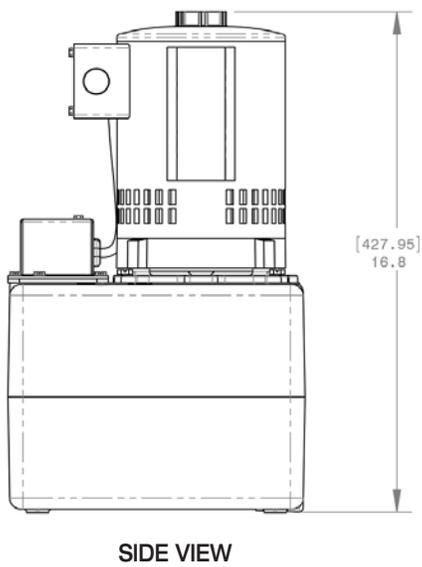
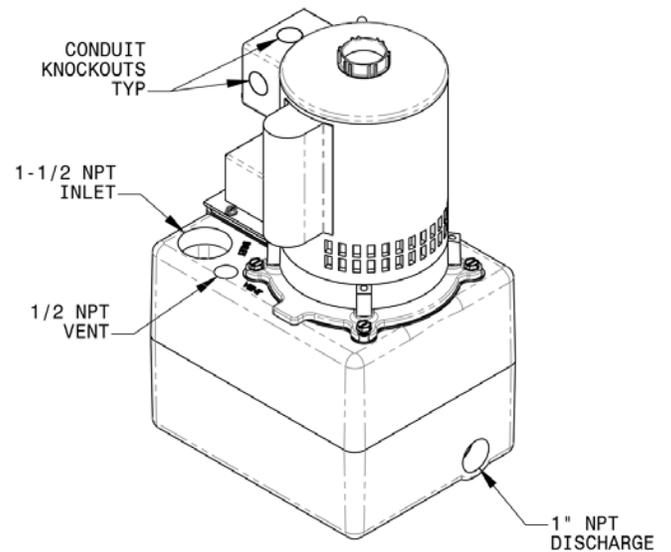
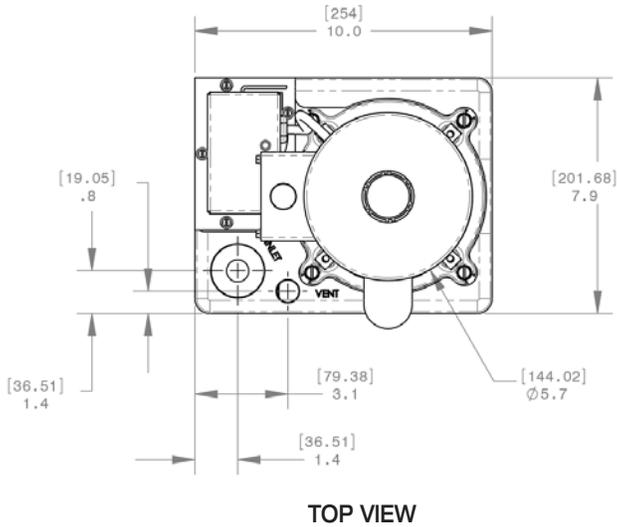


Model	Part No.	Aux. Switch	hp@rpm	Voltage	Full Load Amps	Performance						Max Lift	Dimensions			
						Lift/Feet	6'	12'	18'	24'	36'		45'	Width	Length	Height
L4-115/230	851047	N	1/2 @ 3450	115/230	7.46/3.7	Gallons/hr	4200	3780	3420	2820	1800	-	10"	8"	17"	34lbs
L4X-115/230	851119	Y				Lift/Meters	1.8m	3.6m	5.5m	7.3m	10.9m	13.7m				
						Liters/hr	15898	14308	12946	10674	6813	-				

High Volume Commercial Grade Condensate Pumps

Model L4 Series Pumps

DATA SHEET





HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Foreman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2017 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.78	\$ 76.17	\$ 101.56
Vacation & Holiday Accrual	\$ 3.34	\$ 5.01	\$ 5.01
Hourly Taxable Wage Costs Subtotal	\$ 54.12	\$ 81.18	\$ 106.57
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.15	\$ 4.72	\$ 6.30
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Workers Compensation Insurance	\$ 10.73	\$ 10.73	\$ 10.73
General Liability Insurance (If Applicable)	\$ 4.19	\$ 6.29	\$ 8.26
Hourly Payroll Tax & Insurance Subtotal	\$ 19.32	\$ 23.61	\$ 27.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 95.95</u>	<u>\$ 127.30</u>	<u>\$ 156.86</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Journeyman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2016 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.16	\$ 66.24	\$ 88.32
Vacation & Holiday Accrual	\$ 3.03	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 47.19	\$ 70.79	\$ 92.87
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.74	\$ 4.11	\$ 5.48
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.05	\$ 0.08	\$ 0.11
SUI	\$ 0.39	\$ 0.58	\$ 0.78
Workers Compensation Insurance	\$ 9.34	\$ 9.34	\$ 9.34
General Liability Insurance (If Applicable)	\$ 3.66	\$ 5.49	\$ 7.20
Hourly Payroll Tax & Insurance Subtotal	\$ 16.82	\$ 20.56	\$ 24.18
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.52	\$ 113.86	\$ 139.56

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|--|---|



CONTINGENCY ALLOCATION REQUEST

CAR No. 135 R0

Date: 8/14/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Bulletin 21 Deck Drains

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-13,312
	Subtotal:	-13,312

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to provide and install two deck drains in the second floor breezeway of the Classroom Building	Precision Plumbing-Mechanical	13,312
Reason: Not shown on plans.		
Requested By: SVA Architects		
Ref: Bulletin 21		
	Subtotal:	13,312
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature



Signature

Printed Name & Title

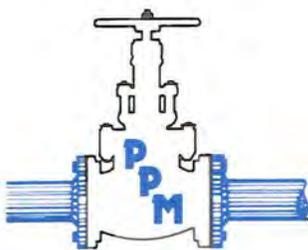
Carl Magnani Project Executive

Printed-Name & Title

Date

F-30-18

Date



PRECISION Plumbing-Mechanical

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

Proposal

Page No. _____ of _____ Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

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

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

_____ dollars (\$ _____)

Payment to be made as follows:

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

Authorized Signature _____

Daniel Bascom
Daniel Bascom

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

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

Signature _____

Date of Acceptance: _____

Signature _____

Attachment "A"
PROPOSAL #12469

The following items are included in this proposal:

- Cast iron no hub pipe and fittings with CISPI 310 standard no hub couplings for storm drain piping.
- Provision and installation of two (2) Watts #FD-100-3-NH-A5-6 floor drains.
- Provision and installation of one (1) JR Smith #1775-3-U downspout cover.
- Seismic bracing as required.
- Fire caulking as required.
- Pipe labels.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.
- Supports/framing for deck drains.



Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

3 MacArthur Place, Suite 850
Santa Ana, California 92707 T
949.809.3380

info@sva-architects.com
www.sva-architects.com

**Elm Street Elementary School
Bulletin # 21 Narrative**

Revision:

04/30/2018

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin. **Do not proceed** with any items described in this Bulletin without written authorization from the Owner.*

Changes to Drawings and/or Specifications:

Revisions to Architecture sheets:

SKA-1: Classroom second floor walkway drain layout

SKA-2: Building/Deck termination

SKA-3: Walkway Edge termination

Drawings

SKA-1: Second floor walkway slot drain layout sketch

SKA-2: Building/Deck termination

SKA-3: Walkway Edge termination

Floor drain cut sheet

Downspout cover cut sheet

Walkway control joint locations

Distribution:

District

Contractor

IOR



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Foreman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2017 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.78	\$ 76.17	\$ 101.56
Vacation & Holiday Accrual	\$ 3.34	\$ 5.01	\$ 5.01
Hourly Taxable Wage Costs Subtotal	\$ 54.12	\$ 81.18	\$ 106.57
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.15	\$ 4.72	\$ 6.30
Medicare	\$ 0.74	\$ 1.10	\$ 1.47
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.45	\$ 0.67	\$ 0.89
Workers Compensation Insurance	\$ 10.73	\$ 10.73	\$ 10.73
General Liability Insurance (If Applicable)	\$ 4.19	\$ 6.29	\$ 8.26
Hourly Payroll Tax & Insurance Subtotal	\$ 19.32	\$ 23.61	\$ 27.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 95.95</u>	<u>\$ 127.30</u>	<u>\$ 156.86</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Journeyman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2016 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.16	\$ 66.24	\$ 88.32
Vacation & Holiday Accrual	\$ 3.03	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 47.19	\$ 70.79	\$ 92.87
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.74	\$ 4.11	\$ 5.48
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.05	\$ 0.08	\$ 0.11
SUI	\$ 0.39	\$ 0.58	\$ 0.78
Workers Compensation Insurance	\$ 9.34	\$ 9.34	\$ 9.34
General Liability Insurance (If Applicable)	\$ 3.66	\$ 5.49	\$ 7.20
Hourly Payroll Tax & Insurance Subtotal	\$ 16.82	\$ 20.56	\$ 24.18
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.52	\$ 113.86	\$ 139.56

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|--|---|



CONTINGENCY ALLOCATION REQUEST

CAR No. 136 R0

Date: 8/14/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 378 Condensate Drains

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-11,802
	Subtotal:	-11,802

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to install condensate drains from a branch controller and a PTAC unit in the Kindergarten Building.	Precision Plumbing-Mechanical	11,802
Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: RFI 378		
	Subtotal:	11,802
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature



Signature

Printed Name & Title

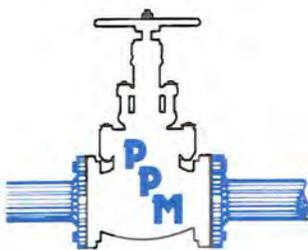
Carl Magross *Project Executive*

Printed Name & Title

Date

8-30-18

Date



PRECISION Plumbing-Mechanical

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

Proposal

Page No. _____ of Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

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

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

_____ dollars (\$ _____)

Payment to be made as follows:

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

Authorized Signature _____

Daniel Bascom
Daniel Bascom

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

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

Signature _____

Date of Acceptance: _____

Signature _____

Attachment "A"
PROPOSAL #12472

The following items are included in this proposal:

- Type M copper pipe with wrought copper solder style fittings for condensate drain piping.
- Fiberglass insulation for condensate piping.
- Pipe labels.
- Excavation, backfill and compaction needed for drywell.
- Fire caulking of pipe penetrations as required.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.
- All electrical work including low voltage electrical for plumbing equipment.



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 378

Project: Elm Elementary School Reconstruction Project

Date: 02-27-18
Discipline: Plumbing

Subject: Condensate for Branch Controller and PTAC- Kindergarten

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M-4.1.1		
P-4.1.1		

QUESTION

Plan sheet M4-1.1 (attachment "A") shows a PTAC unit in equipment room 4-109, plan sheet P4-1.1 doesn't show a condensate drain from this PTAC unit. Can we drain the condensate from the PTAC unit located in room #4-109 into a wye branch tailpiece installed at the ST-1 sink in room #4-102? Also not shown on the plans is a branch controller located in room #4-103 (see attachment "A"). This unit will require an 1-1/4" condensate drain that will have to be terminated into a drywell outside of the building. We're hoping to stub the 1-1/4" condensate drain through the wall into the mechanical enclosure outside, then run below grade to a drywell located a minimum of 5'-0" away from the building. Please advise if this will be acceptable?

ANSWER

Both suggested methods are acceptable. Check routing of the 1-1/4" condensate line down the outside wall and exposed outside near grade before routing underground to dry sump also with architect

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	3/8/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 51

Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 378

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Condensate for Branch Controller and PTAC - Kindergarten

Date: 02-27-18
Discipline: Plumbing

Response Requested By: 03-06-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M-4.1.1		
P-4.1.1		

QUESTION

Plan sheet M4-1.1 (attachment "A") shows a PTAC unit in equipment room 4-109, plan sheet P4-1.1 doesn't show a condensate drain from this PTAC unit. Can we drain the condensate from the PTAC unit located in room #4-109 into a wye branch tailpiece installed at the ST-1 sink in room #4-102? Also not shown on the plans is a branch controller located in room #4-103 (see attachment "A"). This unit will require an 1-1/4" condensate drain that will have to be terminated into a drywell outside of the building. We're hoping to stub the 1-1/4" condensate drain through the wall into the mechanical enclosure outside, then run below grade to a drywell located a minimum of 5'-0" away from the building. Please advise if this will be acceptable?

ANSWER

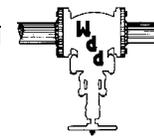
Both suggested methods are acceptable. Check routing of the 1-1/4" condensate line down the outside wall and exposed outside near grade before routing underground to dry sump also with architect.

*ROUTING OUTSIDE WALL EXCEPTABLE.
Tom - SVA - 3/8/18*

Response Provided By: H. Mozaffari, R&A Feb. 27, 2018
Name Company Date

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 51

Submitted By: Alex Rivera - Bernards



PRECISION PLUMBING-MECHANICAL

5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

REQUEST FOR INFORMATION

RFI #

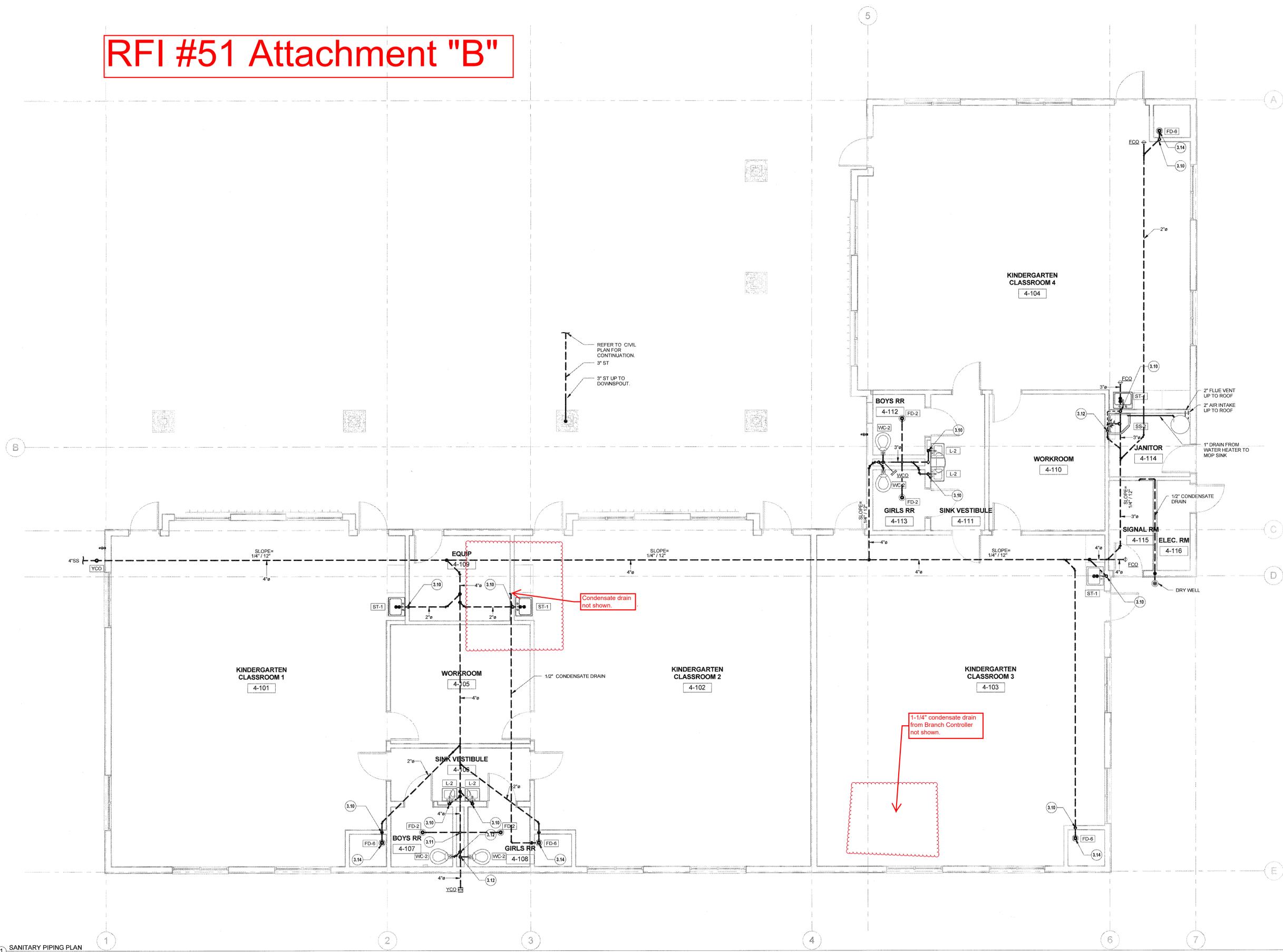
51

Job Name:		Elm St. Elementary School	
Job #:		215	
Date:		2/26/2018	
To:		Steve Johnson	
Author:		Daniel Bascom	
Drawing #:			
Detail #:			
Note #:			
Subject:		M4-1.1 & P4-1.1	
Cost Impact:		N/A	
Schedule Impact:		N/A	
<p>Condensate from branch controller and PTAC unit in Kindergarten Bldg.</p>			
<p>Description of Information/Clarification Required:</p> <p>Plan sheet M4-1.1 (attachment "A") shows a PTAC unit in equipment room 4-109, plan sheet P4-1.1 doesn't show a condensate drain from this PTAC unit. Can we drain the condensate from the PTAC unit located in room #4-109 into a wye branch tailpiece installed at the ST-1 sink in room #4-102? Also not shown on the plans is a branch controller located in room #4-103 (see attachment "A"). This unit will require an 1-1/4" condensate drain that will have to be terminated into a drywell outside of the building. We're hoping to stub the 1-1/4" condensate drain through the wall into the mechanical enclosure outside, then run below grade to a drywell located a minimum of 5'-0" away from the building. Please advise if this will be acceptable?</p>			
Recommendation:			
N/A			
Response:			
Response By:			
Date:			

RFI #51 Attachment "B"

KEYNOTES:

MARK	DESCRIPTION
3.10	2" SANITARY DOWN AND 1-1/2" VENT UP
3.11	2" SANITARY DOWN AND 2" VENT UP
3.12	3" SANITARY DOWN AND 2" VENT UP
3.14	ROUTE 3/4" CONDENSATE DRAINS FROM FAN COIL UNITS TO FLOOR SINK - PROVIDE AIR GAP



REFER TO CIVIL PLAN FOR CONTINUATION.
3" ST
3" ST UP TO DOWNSPOUT.

Condensate drain not shown.

1-1/4" condensate drain from Branch Controller not shown.

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



ROSHANIAN & ASSOCIATES, INC.
 ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
 6404 WILSHIRE BLVD, SUITE #919 LOS ANGELES, CA 90048
 TEL: (323) 933-6252 FAX: (323) 933-5899

IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 A# 03-116407
 AC FLS SS
 DATE AUG 01 2016

REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: 10/24/2014
 PROJECT NO: 1340159
 SCALE: 1/4" = 1'-0"

P4-1.1
 SHEET NUMBER:
 SHEET TITLE:

KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY



3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
 T 649.899.3380 WWW.SVA-ARCHITECTS.COM

1 SANITARY PIPING PLAN
 1/4" = 1'-0"

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HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Foreman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2017 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.78	\$ 76.17	\$ 101.56
Vacation & Holiday Accrual	\$ 3.34	\$ 5.01	\$ 5.01
Hourly Taxable Wage Costs Subtotal	\$ 54.12	\$ 81.18	\$ 106.57
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C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 95.95</u>	<u>\$ 127.30</u>	<u>\$ 156.86</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Journeyman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2016 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.16	\$ 66.24	\$ 88.32
Vacation & Holiday Accrual	\$ 3.03	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 47.19	\$ 70.79	\$ 92.87
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.74	\$ 4.11	\$ 5.48
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Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 86.52</u>	<u>\$ 113.86</u>	<u>\$ 139.56</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14th) day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Elm Street Elementary School, located at 450 East Elm Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

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which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibits A and B** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

#16-199

- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**. The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of **Twenty-One Million Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents (\$21,462,701.00)** and, (2) a Contractor Contingency in the amount of **Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00)**, and, (3) Sublease Payments in the amount of **\$97,112.00** per month for **12** months, for a total lease value of **One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00)** pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibits A and B** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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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

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competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

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- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of

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proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

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- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

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the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

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E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Bernards



THE DISTRICT

Oxnard School District,
a California school district

#16-199

By: Rick Fochtman

By: Lisa A. Franz

Title: Senior Vice President

Title: Director, Purchasing

Date: 01/12/2017

Date: 1-24-17

EXHIBITS A and B

Scope of Work

EXHIBIT A

Scope of Work

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project will be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

GENERAL PLAN SHEETS**PLAN SHEET DATE**

GEN-1	SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2	GENERAL NOTES	1/8/2016
GEN-3	PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4	COMMON AREA ACCESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5	SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6	ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016

CIVIL PLAN SHEETS

C-01	TITLE SHEET	4/8/2016
C-02	DETAIL SHEET	4/8/2016
C-03	DETAIL SHEET	4/8/2016
C-04	DETAIL SHEET	4/8/2016
C-05	DEMOLITION PLAN	4/8/2016
C-06	PRECISE GRADING	4/8/2016
C-07	PRECISE GRADING	4/8/2016
C-08	UTILITY PLAN	4/8/2016
C-09	STORM DRAIN PLAN	4/8/2016
C-10	STORM DRAIN DETAILS	4/8/2016
C-11	STORM DRAIN DETAILS	4/8/2016
C-12	STORM DRAIN DETAILS	4/8/2016
C-13	STORM DRAIN DETAILS	4/8/2016

ARCHITECTURE PLAN SHEETS

A0-0.1	PROJECT DATA	1/8/2016
A0-1.0	CAMPUS PLAN	1/8/2016
A0-1.1	SITE PLAN	1/8/2016
A0-1.2	FIRE ACCESS PLAN	1/8/2016
A0-1.3	ENLARGED SITE PLANS	1/8/2016
A0-2.1	CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2	MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3	ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4	KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016

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A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016

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A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53-1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 -INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 -INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

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A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016

STRUCTURAL PLAN SHEETS

S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

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SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016

PLUMBING PLAN SHEETS

P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014

FIRE SPRINKLER PLAN SHEETS

FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016

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FIRE SPRINKLER PLAN SHEETS, continued

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

MECHANICAL PLAN SHEETS

M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014

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M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

ELECTRICAL PLAN SHEETS

E-0.1	GENERAL NOTES AND ABBREVIATIONS	3/6/2015
E-0.2	ELECTRICAL SYMBOL LIST	3/6/2015
E-0.3	FIRE ALARM SYMBOL LIST	3/6/2015
E-0.4	CABLE SCHEDULE	3/6/2015
E-0.5	LIGHT FIXTURE SCHEDULE	3/6/2015
E-0.6	MECHANICAL SCHEDULE	3/6/2015
E-1.1	SITE UTILITY PLAN	3/6/2015
E-1.2	ELECTRICAL SITE PLAN	3/6/2015
E-1.3	SITE LIGHTING PLAN	3/6/2015
E-1.4	SITE LIGHTING CALC. PLAN	3/6/2015
E-1.6	SIGNAL SITE PLAN	3/6/2015
E1-2.1F	CLASSROOM FIRST FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.1L	CLASSROOM FIRST FLOOR LIGHTING PLAN	3/6/2015
E1-2.1LC	CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL	3/6/2015
E1-2.1LCE	CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.1P	CLASSROOM FIRST FLOOR POWER PLAN	3/6/2015
E1-2.1S	CLASSROOM FIRST FLOOR SIGNAL PLAN	3/6/2015
E1-2.2F	CLASSROOM SECOND FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.2L	CLASSROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

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E2-3.1	MULTI-PURPOSE ROOF POWER PLAN	3/6/2015
E2-4.1	MULTI-PURPOSE ENLARGED PLAN	3/6/2015
E2-5.1	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-5.2	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-6.1	MULTI-PURPOSE F. A. RISER DIAGRAM	3/6/2015
E2-6.2	MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E2-8.1	MULTI-PURPOSE TITLE 24	3/6/2015
E2-8.2	MULTI-PURPOSE TITLE 24	3/6/2015
E3-2.1F	ADMINISTRATION FIRE ALARM PLAN	3/6/2015
E3-2.1L	ADMINISTRATION LIGHTING PLAN	3/6/2015
E3-2.1LC	ADMINISTRATION LIGHTING CALC NORMAL	3/6/2015
E3-2.1LCE	ADMINISTRATION LIGHTING CALC EGRESS	3/6/2015
E3-2.1P	ADMINISTRATION POWER PLAN	3/6/2015
E3-2.1S	ADMINISTRATION SIGNAL PLAN	3/6/2015
E3-2.2P	ADMINISTRATION ROOF POWER PLAN	3/6/2015
E3-3.1	ADMINISTRATION BUILDING ENLARGED PLAN	3/6/2015
E3-5.1	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-5.2	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-6.1	ADMINISTRATION F. A. RISER DIAGRAM	3/6/2015
E3-6.2	ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E3-8.1	ADMINISTRATION TITLE 24	3/6/2015
E3-8.2	ADMINISTRATION TITLE 24	3/6/2015
E4-2.1F	KINDERGARTEN FIRE ALARM PLAN	3/6/2015
E4-2.1L	KINDERGARTEN LIGHTING PLAN	3/6/2015
E4-2.1LC	KINDERGARTEN LIGHTING CALC NORMAL	3/6/2015
E4-2.1LCE	KINDERGARTEN LIGHTING CALC EGRESS	3/6/2015
E4-2.1P	KINDERGARTEN POWER PLAN	3/6/2015
E4-2.1S	KINDERGARTEN SIGNAL PLAN	3/6/2015
E4-3.1	KINDERGARTEN ENLARGED PLAN	3/6/2015
E4-5.1	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-5.2	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-6.1	KINDERGARTEN F. A. RISER DIAGRAM	3/6/2015
E4-6.2	KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E4-8.1	KINDERGARTEN TITLE 24	3/6/2015
E4-8.2	KINDERGARTEN TITLE 24	3/6/2015
E-4.0	SINGLE LINE DIAGRAM	3/6/2015
E-6.0	ELECTRICAL BLOCK DIAGRAMS	3/6/2015
E-7.1	MOUNTING DETAILS	3/6/2015
E-7.2	MOUNTING DETAILS	3/6/2015
E-7.3	MOUNTING DETAILS	3/6/2015
E-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E-7.6	MISC. DETAIL	3/6/2015
E-7.7	MISC. DETAIL	3/6/2015
E-7.8	FIRE ALARM DETAILS	3/6/2015
E-7.9	FIRE ALARM DETAILS	3/6/2015
E-7.10	SIGNAL DETAILS	3/6/2015
E-8.1	OUTDOOR LIGHTING TITLE 24	3/6/2015

FOOD SERVICE PLAN SHEETS

FS-001	SYMBOLS, NOTES & INDEX	6/8/2016
FS-101	EQUIPMENT FLOOR PLAN	6/8/2016
FS-201	EQUIPMENT SCHEDULE	6/8/2016
FS-301	PLUMBING PLAN	6/8/2016
FS-401	ELECTRICAL PLAN	6/8/2016
FS-501	REFRIGERATION & CONDUIT PLAN	6/8/2016
FS-502	REFRIGERATION DETAILS	6/8/2016
FS-503	WALK-IN DETAILS	6/8/2016
FS-601	BUILDING WORKS & EXHAUST PLAN	6/8/2016
FS-602	HOOD DETAILS	6/8/2016
FS-603	HOOD DETAILS	6/8/2016
FS-604	VEGETABLE WASHING SYSTEM	6/8/2016
FS-701	EQUIPMENT ELEVATIONS	6/8/2016
FS-801	CONSTRUCTION DETAILS & SECTIONS	6/8/2016

THEATRICAL LIGHTING PLAN SHEETS

TL2.1.1	STAGE LIGHTING PLAN	4/8/2016
TL2.1.2	STAGE LIGHTING RCP	4/8/2016
TL6.0.1	STAGE LIGHTING SECTION	4/8/2016
TL8.1.1	STAGE LIGHTING DETAILS	4/8/2016
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

LANDSCAPE PLAN SHEETS

L101	IRRIGATION PLAN	6/20/2016
L102	IRRIGATION PLAN	6/20/2016
L103	IRRIGATION LEGEND & NOTES	6/20/2016
L201	PLANTING PLAN	6/20/2016
L202	PLANTING PLAN	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016

EXHIBIT A**Scope of Work**

Prepared by SVA Architects

PROJECT SPECIFICATIONS**DIVISION 1 - GENERAL REQUIREMENTS**

00 00 02	TABLE OF CONTENTS	8/1/2016
00 07 00	GENERAL CONDITIONS	8/1/2016
01 11 00	SUMMARY OF WORK	8/1/2016
01 20 00	PRICE AND PAYMENT PROCEDURES	8/1/2016
01 30 00	ADMINISTRATIVE REQUIREMENTS	8/1/2016
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8/1/2016
01 32 00	CONSTRUCTION SCHEDULE - NETWORK ANALYSIS	8/1/2016
01 33 00	SUBMITTAL PROCEDURES	8/1/2016
01 42 30	REFERENCE STANDARDS	8/1/2016
01 45 00	QUALITY CONTROL	8/1/2016
01 45 80	TESTING LABORATORY SERVICES	8/1/2016
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8/1/2016
01 60 00	PRODUCT REQUIREMENTS	8/1/2016
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	8/1/2016
01 63 00	PRODUCT SUBSTITUTION PROCEDURES	8/1/2016
01 73 00	EXECUTION REQUIREMENTS	8/1/2016
01 73 20	CUTTING AND PATCHING	8/1/2016
01 77 00	CLOSEOUT PROCEDURES	8/1/2016

DIVISION 2 - EXISTING CONDITIONS

02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016

DIVISION 3 - CONCRETE

03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN -PLACE CONCRETE	8/1/2016

DIVISION 4 - MASONRY

04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016
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DIVISION 5 - METAL WORK

05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016

DIVISION 6 - WOOD AND PLASTIC

06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

EXHIBIT A**Scope of Work**

Prepared by SVA Architects

PROJECT SPECIFICATIONS**DIVISION 6 - WOOD AND PLASTIC, continued**

06 50 00	OPEN WEB TRUSS	8/1/2016
06 60 00	RED-I JOIST	8/1/2016
06 70 00	REDLAM LVL	8/1/2016

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 14 00	FLUID-APPLIED WATERPROOFING	8/1/2016
07 16 16	CRYSTALLINE WATERPROOFING	8/1/2016
07 21 00	THERMAL INSULATION	8/1/2016
07 25 00	WEATHER BARRIERS	8/1/2016
07 28 00	BUILDING ENVELOPE UNDERLAYMENT	8/1/2016
07 31 10	ASPHALT SHINGLES	8/1/2016
07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)	8/1/2016
07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	8/1/2016
07 72 00	ROOF ACCESSORIES	8/1/2016
07 81 00	APPLIED FIREPROOFING	8/1/2016
07 84 00	FIRE STOPPING	8/1/2016
07 90 05	JOINT SEALERS	8/1/2016

DIVISION 8 - DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	8/1/2016
08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
08 43 13	ALUMINUM-FRAMED STOREFRONTS	8/1/2016
08 5 113	ALUMINUM WINDOWS	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 1	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 2	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 3	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 4	8/1/2016
08 80 00	GLAZING	8/1/2016

DIVISION 9 - FINISHES

09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/1/2016
09 21 16	GYPSUM BOARD ASSEMBLIES	8/1/2016
09 22 16	NON-STRUCTURAL METAL FRAMING	8/1/2016
09 22 36	METAL LATH	8/1/2016
09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
09 51 00	ACOUSTICAL CEILINGS	8/1/2016
09 65 00	RESILIENT FLOORING	8/1/2016
09 65 66	RESILIENT ATHLETIC FLOORING	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 9 - FINISHES, continued**

09 68 00	CARPET TILE	8/1/2016
09 77 33	FIBER REINFORCED PANELS	8/1/2016
09 84 00	ACOUSTIC ROOM COMPONENTS	8/1/2016
09 84 13	FIXED SOUND-ABSORPTIVE PANELS	8/1/2016
09 90 00	PAINTING AND COATING	8/1/2016
09 93 00	CONCRETE STAINING	8/1/2016

DIVISION 10 - SPECIALTIES

10 11 01	VISUAL DISPLAY BOARDS	8/1/2016
10 14 00	SIGNAGE	8/1/2016
10 21 13	PLASTIC TOILET COMPARTMENTS	8/1/2016
10 22 29	FULL HEIGHT GLAZED PARTITION SYSTEM	8/1/2016
10 28 00	TOILET ACCESSORIES	8/1/2016
10 44 00	FIRE PROTECTION SPECIALTIES	8/1/2016
10 51 00	LOCKERS	8/1/2016
10 71 13	FIXED SUN SCREENS	8/1/2016
10 75 00	FLAGPOLES	8/1/2016

DIVISION 11 - EQUIPMENT

11 40 00	FOOD SERVICE EQUIPMENT	8/1/2016
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DIVISION 12 - FURNISHING

12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016

DIVISION 13 - SPECIAL CONSTRUCTION

13 00 00	NOT USED -	N/A
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DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	8/1/2016
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DIVISION 21 - FIRE SUPPRESSION

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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DIVISION 22 - PLUMBING

22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

EXHIBIT A**Scope of Work**

Prepared by SVA Architects

PROJECT SPECIFICATIONS**DIVISION 23 - MECHANICAL**

23 05 00	COMMON WORK RESULTS FOR HVAC	8/1/2016
23 05 13	BASIC HVAC MATERIALS AND METHODS	8/1/2016
23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
23 07 00	HVAC INSULATION	8/1/2016
23 08 00	HVAC SYSTEMS COMMISSIONING	8/1/2016
23 08 13	ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING	8/1/2016
23 09 23	ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS	8/1/2016
23 30 00	AIR DISTRIBUTION	8/1/2016
23 33 19	DUCT SILENCERS	8/1/2016
23 38 13	KITCHEN VENTILATION SYSTEM	8/1/2016
23 80 00	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT	8/1/2016

DIVISION 26 - ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8/1/2016
26 05 13	BASIC ELECTRICAL MATERIALS AND METHODS	8/1/2016
26 05 19	LOW VOLTAGE WIRES	8/1/2016
26 05 26	GROUNDING BONDING	8/1/2016
26 05 33	RACEWAYS, BOXES, FITTINGS, AND SUPPORTS	8/1/2016
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
26 09 23	LIGHTING CONTROL SYSTEMS	8/1/2016
26 10 00	SERVICE ENTRANCE	8/1/2016
26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
26 24 13	SWITCHBOARDS	8/1/2016
26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
26 50 00	LIGHTING	8/1/2016
26 52 00	EMERGENCY POWER	8/1/2016
26 55 61	THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT	8/1/2016

DIVISION 27 - COMMUNICATIONS

27 05 36	CABLE TRAYS FOR COMMUNICATIONS	8/1/2016
27 51 16	PUBLIC ADDRESS/CLOCK SYSTEM	8/1/2016
27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 16 00	INTRUSION ALARM SYSTEM	8/1/2016
28 23 00	VIDEO SURVEILLANCE (CCTV) SYSTEM	8/1/2016
28 31 00	FIRE DETECTION ALARM	8/1/2016

EXHIBIT A

Scope of Work

Prepared by SVA Architects

PROJECT SPECIFICATIONS

DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	8/1/2016
32 12 16	ASPHALT PAVING	8/1/2016
32 13 13	CONCRETE PAVING	8/1/2016
32 16 13	CURBS AND GUTTERS	8/1/2016
32 17 13	PARKING CURBS	8/1/2016
32 17 23	PAVEMENT MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

APPENDICES

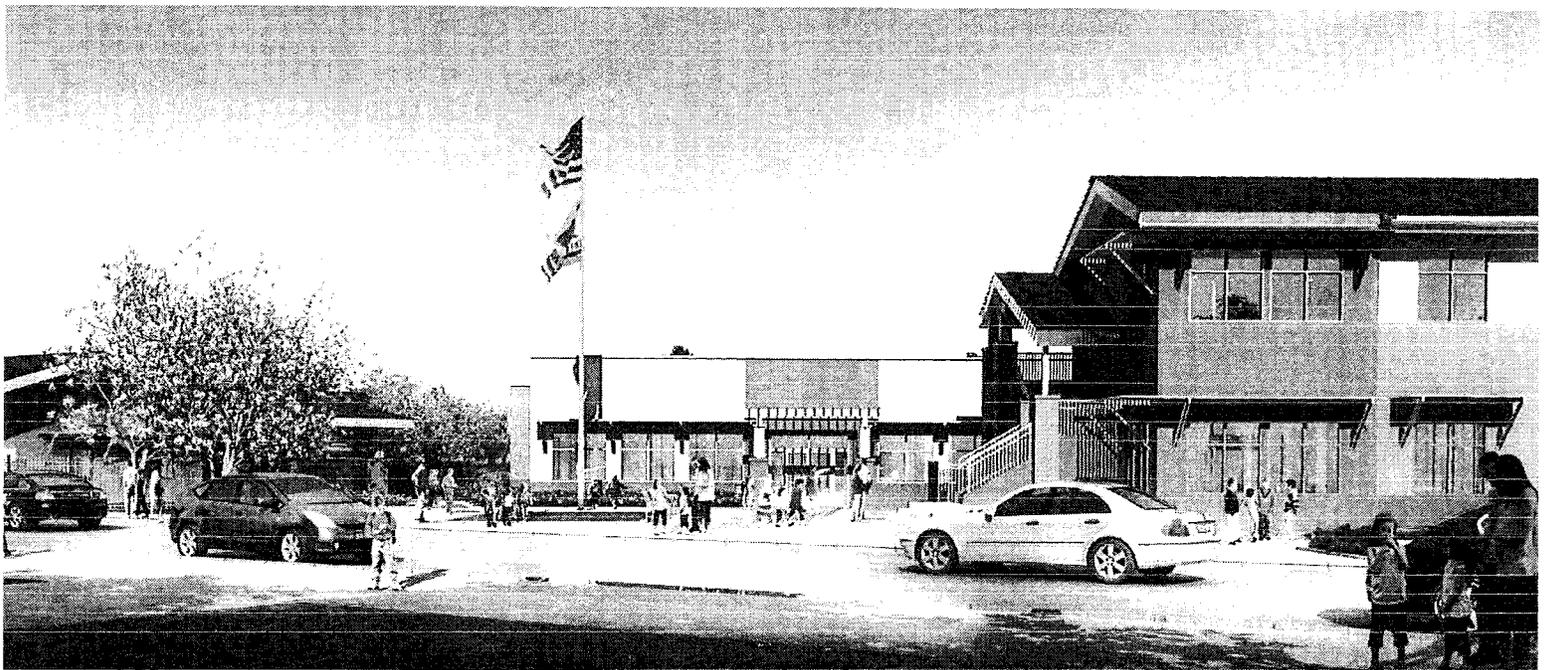
ACM SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Enviromental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL REPORT	Earth Systems Southern California	3/4/2014
MEPF CONTRACTOR QUALIFICATION PROCESS	Oxnard School District	
SWPPP REPORT	Rick Engineering Company	10/25/2016
SWPPP Plan	Rick Engineering Company	11/17/2016
Pre Bid RFI's - #1 - 52	SVA Architects, Inc.	11/15/2016

EXHIBIT "B"



555 First Street
San Fernando, California 91340
T: 818.838.1521 F: 818.838.7956
www.bernards.com

OXNARD SCHOOL DISTRICT



ELM STREET ELEMENTARY SCHOOL
GMP PROPOSAL

December 7, 2016

Toy Marlene Bickel
Caldwell Flores Winters, Inc.
1411 S. Victoria Avenue #109
Oxnard, CA 93035

BID SUMMARY



BID SUMMARY

Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Building Summary

Elm Street Elementary School Reconstruction

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

Subtotal				\$ 18,681,807
-----------------	--	--	--	----------------------

General Conditions				1,755,609
General Requirements				365,885
Contractors Bond		0.64%		148,101
CCIP		1.25%		287,739
Builders Risk		1.15%		268,303
Subcontractor Default Insurance		1.20%		224,182
General Contractor's Fee		4.00%		896,419

SUBTOTAL				\$ 22,628,045
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Contractors Contingency		3.00%		678,841
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TOTAL				\$ 23,306,886
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Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43



SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description		Recommended Subcontractor	Bids Received	Amount
01000	ALLOWANCES			\$ 960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$ 67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$ 58,648
03200	REINFORCING STEEL	Stantru	3	\$ 182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$ 1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$ 43,195
04200	MASONRY	Skidmore Masonry	2	\$ 79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$ 501,400
05700	ORNAMENTAL METALS			w/ Structural Steel
06100	ROUGH CARPENTRY	WVS Klem	2	\$ 2,984,977
06200	MILLWORK / CABINERY / COUNTERTOPS	ICI Millwork	4	\$ 65,042
07140	WATERPROOFING	Systems WP	4	\$ 95,436
07200	INSULATION	DJ Insulation	3	\$ 80,000
07540	ROOFING	Eberhard	4	\$ 344,200
07600	SHEET METAL	R&J SM	2	\$ 220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$ 236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$ 317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$ 1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$ 118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$ 190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$ 114,964
09900	PAINTING	Vanguard	8	\$ 329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$ 335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$ 525,000
10140	SIGNAGE	Kendall Sign	6	\$ 60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$ 48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$ 349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$ 24,950
14200	ELEVATORS	Otis	1	\$ 143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$ 283,790
22000	PLUMBING	Precision Plumbing	5	\$ 728,974
23000	HVAC	Sheldon Mech.	5	\$ 1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$ 2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$ 936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$ 239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$ 671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$ 270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$ 363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$ 519,039

SCHEDULE OF VALUES

**Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033**

Lease/Leaseback
December 9, 2016

Description	Recommended Subcontractor	Bids Received	Amount
Subcontracted Direct Costs			
General Conditions			\$ 1,755,609
General Requirements			\$ 365,885
General Contractor Bond		0.64%	\$ 148,101
CCIP		1.25%	\$ 287,739
Builders Risk		1.15%	\$ 268,303
Subcontractor Default Insurance		1.20%	\$ 224,182
General Contractor's Fee		4.00%	\$ 896,419
Contractor Contingency		3.00%	\$ 678,841
Total Contract Amount			
			\$ 23,306,886

ALLOWANCES

ALLOWANCES



ALLOWANCES

Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
December 9, 2016

Schedule of Allowances Included in Proposal		
1	Offsite Utilities Permits / Fees (Part of General Conditions Requirements 4.7.1)	\$ 15,000
2	B-Permit Offsite Plans - Hardscape (City Sidewalks, Curbs, Etc.) and Utilities (Sewer) - Plans Not Issued / Approved yet by City, Sewer Design Issues, Etc.	\$ 100,000
3	Unforeseen Utility Removal / Demolition	\$ 50,000
4	Site Fencing at New Field - 6' High Galvanized Chain-link	\$ 60,000
5	Remove and Replace City Sidewalk per General Note 8 on C-01 (Noted as Directed by City Engineer; QTY TBD) Assume 7' Wide at Montrose Ave	\$ 55,000
6	Remove and Relocate (2) Existing Portables and Demolish (1) Existing Portable Including Hookups (Elec, Plumbing, HVAC, Low Voltage)	\$ 60,000
7	Lead and Pesticide Abatement of Soil (No Recommendation Provided Within Hazardous Report)	\$ 125,000
8	Possible Additional Asbestos / Hazardous Material at Existing Buildings When Demolishing (Concealed Items Not Within Report)	\$ 25,000
9	Plumbing System Design Issues	\$ 100,000
10	Shoring at NE Corner of New Classroom Building and West End of Existing Classroom Building	\$ 20,000
11	Door Hardware Revisions to Comply with District Standards	\$ 45,000
12	Site Concrete Enhancements at Courtyard and Site Paving Areas per Pre-Bid RFI #57	\$ 20,000
13	School & Address Signage at the Admin Bldg. Not Shown. Reference 11/A-64.4 for 18" Aluminum Letters	\$ 12,000
14	Mitigate/Dewatering as Required for Shallow Water Table	\$ 18,000
15	Change Specified T8 Lamps to LED Light Fixtures/Controls	\$ 100,000
16	Add Upper & Lower Casework at Kitchen, Workrooms and Storage Rooms per SVA	\$ 45,000
17	Environmental and Geotechnical Testing of Imported Soil for District's Testing Lab	\$ 15,000
18	Kitchen Design Corrections to Meet Health Department Requirements	\$ 50,000
19	SCE Design Enhancements	\$ 45,000
TOTAL ALLOWANCES		\$ 960,000

QUALIFICATIONS

QUALIFICATIONS



QUALIFICATIONS & ASSUMPTIONS

Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
December 9, 2016

The following items provide additional clarifications regarding the scope of work included in the Proposal:

- | | |
|----|--|
| 1 | All Testing and inspection including shop inspection. All testing and inspection will be performed by the authority having jurisdiction or a third party hired by the owner. |
| 2 | GMP excludes all permanent connection or use fees by outside utility companies. |
| 3 | Settlement surveys of adjacent properties or utilities |
| 4 | Furnishing, installation, unloading / hoisting, storage, trash removal, and traffic control of Owner's FF&E items |
| 5 | Detail 20/S602 is Included for the Sun Shade Structural Steel Connections |
| 6 | Tectum Panels at the MPR Bldg Roof are Installed per Detail 2/A-64.2 Without Wood Furring or Insulation Above the Tectum Panels per the Specifications. |
| 7 | Continuous Unistrut, Fire Sealant and wire through blocking is excluded per Details 10,13&14/A64.1 |
| 8 | Moisture Testing is Included per the Specifications. If Remediation is Required, the Cost per SF will be negotiated with Contractor |
| 9 | Side Channels per Spec 122113, 2.02/D are No Longer Offered by Any Manufacturer and are Excluded. |
| 10 | GMP excludes the relocation of any existing play structures noted on the drawings. |

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatfici
Base Bid	42,000	39,504	65,100	44,975	76,000	Incomplete
Spec #: 017300	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Set-up	Included	Included	Included	Included	Included	
Travel Costs	5,000	5,000	5,000	5,000	5,000	
Horizontal Control	Included	Included	Included	Included	Included	
Survey Boundary Map	5,800	5,920	5,800	5,800	5,800	
Excavation	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
Buildings	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
Site	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
Recommendation:		Amount				
Hunsaker & Assoc.		58,648				

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	10 Days	30 Days	30 Days	30 Days	60 Days	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Abatement						
Potential Inaccessible Asbestos Materials	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Asbestos as Surveyed	N/A	N/A	N/A	N/A	N/A	N/A
Abatement for Grading	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Demo - Standard Industries	297,500	331,603	322,000	331,603	331,603	331,603
Phase 1	Included	Included	Included	Included	Included	Included
Offsite per Page 4 of 4	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) PCC Curb and Gutter	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) Sidewalks	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) 2' AC Paving in Street Along Elm, Montrose and Fir - 9/C02	Included	Included	Included	Included	Included	Included
Sawcut AC in Street for New Utilities - C08	4,608	4,608	4,608	4,608	4,608	4,608
Sawcut and Remove (E) Curb Ramps for New ADA Ramps with Truncated Domes	Included	Included	Included	Included	Included	Included
Onsite Clearing / Demolition - C05	Included	Included	Included	Included	Included	Included
Underground Utility Location	2,400	2,400	2,400	2,400	2,400	2,400
Remove Existing Trees	Included	Included	Included	Included	Included	Included
Sawcut & Remove AC Paving Parking Lot	Included	Included	Included	Included	Included	Included
Remove Fencing and Gates	Included	Included	Included	Included	Included	Included
Remove (E) Utilities, SD & Irrigation	Included	Included	Included	Included	Included	Included
(E) Drywell per RFI 35	Included	Included	Included	Included	Included	Included
Remove Trash Enclosure	Included	Included	Included	Included	Included	Included
Phase 2	Included	Included	Included	Included	Included	Included
Remove All Existing Facilities - Portables & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Date Printed	12/6/2016
					Sharma Gen. Eng.	Toro Ent.
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Grading	579,100	536,995	533,500	720,118	748,340	589,068
Water Meter and Construction Watering for Own Scope	21,000	21,000	21,000	21,000	21,000	21,000
Move-Ins	Included	Included	Included	Included	Included	Included
April '17 Movie-In for MPR Bldg Due to Portables	Included	Included	Included	Included	Included	Included
Mass Excavation and Fine Grade Subgrade	Included	Included	Included	Included	Included	Included
Temp Soil Stabilization	7,500	7,500	7,500	7,500	7,500	7,500
Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39	Included	Included	Included	Included	Included	Included
Extend 5' from Perimeter Edges - RFI 7	Included	Included	Included	Included	Included	Included
Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7	Included	Included	Included	Included	Included	Included
1" Crushed Rock	Included	Included	Included	Included	Included	Included
Over-Ex at Elevator Pit, 1.5' Below Bottom and 3' Lateral per RFI 40	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Site Conditions	Included	Included	Included	Included	Included	Included
Sub-Grade Compaction of 95%	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Play Field (Phase 2)	Included	Included	Included	Included	Included	Included
Import per Geotech +/- 8,000 CY	Included	Included	Included	Included	Included	Included
Export Spoils Stockpiled by Others	\$19 / CY	\$20.30 / CY	\$29 / CY	\$25.57 / CY	\$26.10 / CY	\$28.80 / CY
Concrete Spoils	18,810	20,097	28,710	25,314	25,839	28,512
Site Utilities	9,500	10,150	14,500	12,785	13,050	14,400
Plumbing, Electrical	1,900	2,030	2,900	2,557	2,610	2,880
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
TOTALS	942,318	936,383	937,118	1,127,885	1,156,950	1,001,971
Recommendation:	Amount					
Damar Const.	936,383					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
Base Bid	384,000	221,230	205,557		
Spec #: 321126, 321216, 321723	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days					
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
AC Paving	Included	Included	Included		
Phase 1	Included	Included	Included		
Road Work at Elm, Montrose & Fir	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 8" Sub Base	Included	Included	10,981		
4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
Phase 1A	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
Phase 2	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
Striping	ABC Resources	Included	ABC Resources		
Parking Lot - 4/C02	14,368	9,800	14,368		
Concrete Wheel Stops - 7/Gen2	Included	Included	Included		
Stripe Crosshatch Areas	Included	Included	Included		
Standard Parking Spaces	Included	Included	Included		
Fire Lane Curbs Red - F12/A01.2	Included	Included	Included		
Handicap Parking Spaces	Included	Included	Included		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
	Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included			
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
TOTALS	401,532	239,302	260,553	0	0	0
Recommendation:	Amount					
Onyx Paving	239,302					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
Base Bid	See Below	625,000	479,000	Incomplete		
Spec #: 321213, 321613, 321713	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
On Site	Included	Included	Included			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg with Truncated Domes- 6/C02	2,040	Included	Included			
Curb & Gutters	21,890	Included	Included			
Parking Lot per C06	Included	Included	Included			
6" Curb and Gutter - 111/C03	Included	Included	Included			
6" PCC Curb - 111/C03	Included	Included	Included			
0" Curb - 12/C02	Included	Included	Included			
Curb Ends - 7/C02	Included	Included	Included			
Concrete Mow Curbs at Site Fencing and Site Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301	2,256	2,256	2,256			
Concrete Stairs at Stair 3 Per 1/A1-45.3	17,680	18,000	Included			
Fire Hydrant Bollards/Footings - 301/C04 (12)	Included	Included	Included			
3' Deep Footings	3,600	3,600	3,600			
Footings for Site Fencing and Gates - 3&4/A63.5	Included	Included	Included			
Kindergarten Bldg per RFI 41	Included	Included	Included			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
Throughout Site per A0-1.1	Included	Included	Included			
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250	1,250	Included			
Marquee Sign Footing & Cap per 18/S303	4,320	Included	Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 98.10/S303 - (3'-6" x 1'-4")	17,380	Included	17,380			
9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
Base for all Paving	41,045	Included	Included			
Reinforcing Steel for All Work	37,762	Included	39,300			
Control and Expansion Joints / Sealants	20,070	20,070	20,070			
Washout Bins	2,500	2,500	2,500			
Off Site	Included	Included	Included			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and Ramp per 10/Gen 5 & C06 (2)	Included	Included	Included			
Join and Match (E) Curb, Gutter, Sidewalk	10,724	Included	Included			
Driveway Entrances per 115/C03 (3)	6,732	Included	Included			
4' Ribbon Gutter in Street Drop Off - 117/C03	10,800	Included	Included			
8" PCC Turnouts per Pg 4of4 & 200/Pg 2	39,101	Included	38,000			
Site Pavers (MFR TBD)	45,177	45,177	45,177			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
TOTALS	671,962	775,911	711,847	0	0	0
Recommendation:	Amount					
Lopez Eng.	671,962					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Pilgrim Fence					
Base Bid	270,872					
Spec #: N/A	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Chain Link Fencing	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
Steel Fence and Gates - (A0-1.1, No Spec)	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
Fencing Throughout Site per 9/A63.5	Included					
Single Gates Throughout Site - 1/A63.5 (1)	Included					
Double Gates Throughout Site - 8/A63.5 (9)	Included					
Panic Hardware at All Gates	Included					
TOTALS	270,872	0	0	0	0	0
Recommendation:	Amount					
Pilgrim Fence	270,872					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Planting	146,171	117,918	113,905	186,000	105,213	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root Barriers	Included	Included	Included	Included	Included	
Backfill Mix for Use of Planting	Included	Included	Included	Included	Included	
Planting Details per L302	Included	Included	Included	Included	Included	
Irrigation	169,413	149,757	143,545	178,000	189,247	
Irrigation Legend per L103	Included	Included	Included	Included	Included	
All Piping - Sch 40 PVC or Class 315 / Class 200 PVC	Included	Included	Included	Included	Included	
Irrigation POC on Fir Ave per L102 - RFI 12	Included	Included	Included	Included	Included	
Auto Controllers, Backflow Device, Master Valve and Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Dripline Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
Misc						
Gravel Floor Covering at Elec Enclosure - 1/A0-1.3	3,426	3,426	3,426	3,426	3,426	
Gravel Pads at Curb Cuts in Parking Lot - 14/C02	2,939	3,000	3,000	3,000	3,000	
2x2 Gravel 1-1.5" Dia x 4" Deep (4)	In Above	In Above	In Above	In Above	In Above	
DG - 2.5 Tons	Included	5,471	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & Geotextile Fabric	Included	In Above	In Above	In Above	In Above	
90 Day Maintenance	17,790	18,000	15,600	16,000	15,900	
(1) Year Warranty	Included	Included	Included	Included	Included	
Spoils Removal	2,275	3,000	3,000	3,000	3,000	
Move-Ins (2)	Included	Included	10,000	Included	Included	
TOTALS	428,292	363,185	369,596	466,546	396,906	0
Recommendation:	Amount					
Advanced Land. 2000	363,185					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
	Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.	Date Printed
						12/6/2016
Base Bid	154,165	201,542	148,400	No Bid		
Spec #: 032000	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Rebar	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab on Grade	Included	Included	Included			
Site Concrete Reinforcing	In Site Conc	In Site Conc	In Site Conc			
Site CMU Wall Reinforcing	In CMU	In CMU	In CMU			
Hoisting as Required	7,500	7,500	7,500			
Allowance - 5 Tons/2% per 7/S303	12,000	11,347	14,900			
Misc Site Work	11,750	11,750	11,750			
Conc Pads for HVAC Equip - 16/S301	In Above	In Above	In Above			
Conc Pad for Elec Equip at Elec Yard - 16/S301	In Above	In Above	In Above			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
TOTALS	185,415	232,139	182,550	0	0	0
Recommendation:	Amount					
Stantru	182,550					

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Santa Clarita Concrete	JT Wimsatt			
Base Bid	988,000	955,000			
Spec #: 031000, 033000-AD1	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bld Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mlf. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			
Column Footings (F-2 & F-3) - 10/S302	Included	Included			
5" SOG - 3&4/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Elevator Pit per S-111	Included	Included			
1-6" W x 1'-6" D Continuous Footing Between Ext. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	Included	18,000			
Balco Stair Strips AB-2 per 6/A1-45.3	3,250	3,250			
Bldg 2-4	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt			Date Printed	12/6/2016
5" SOG - 384/S301	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included				
4" Conc Curb at Locker Alcove at MPR Bldg per 6/A64.4	450	450				
Dewatering as Required	See Allowances	See Allowances				
Setting Anchor Bolt Templates	Included	Included				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Wash Out Bins	Included	Included				
TOTALS	1,051,700	1,032,700	0	0	0	0
Recommendation:	Amount					
JT Wimsatt	1,032,700					

Bid Evaluation Report



Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Loyd Tonsing Masonry	Skidmore Masonry			Date Printed	12/6/2016
Base Bid	35,910	39,697				
Spec #: 042000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	45 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Site Masonry						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A01.3 & 9&10/S303	Included	Included				
Grouting as Required	Included	Included				
Furnish & Install Rebar for All CMU Site Walls	3,500	Included				
Scaffolding as Required	Included	Included				
Washout Bins	850	Included				
Mock-Up	2,500	2,500				
Precast Column Covers - 4/A64.4	36,847	36,847				
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
TOTALS	79,607	79,044	0	0	0	0
Recommendation:	Amount					
Skidmore Masonry	79,044					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Ironman, Inc	Golden State Steel		Date Printed	12/6/2016
Base Bid	481,000	475,480			
Spec #: 051200, 055000, 055100, 055213	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	14 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Steel	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 5x5 & 6x6	Included	Included			
HSS Beams at Elevator - 4/S501	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included			
Pipe Columns at Roof Hip Beams - 19/S602	Included	Included			
"W" Steel Beams at Elevator - S113 & 2/S501	Included	Included			
Bldg 2 - MPR	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 3 - Admin	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (4)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 4 - Kindergarten	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (10)	Included	Included			
Pipe Column at Roof Hip Beams - 19/S602 (1)	Included	Included			
Safety Cable Railing as Required	6,500	6,500			
FOB Anchor Bolts/ Templates for Own Work	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included			
Hoisting for All Work	Included	Included			
Steel Stairs	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Description	Subcontractors				
	Ironman, Inc	Golden State Steel			
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included			
Stair 1 - A1-45.4	Included	Included			
Stair 2 - A1-45.2	Included	Included			
Stair 3 - A1-45.3	Included	Included			
Steel Stairs (Pan Filled Concrete)	Included	Included			
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included			
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500			
Stair Railings and Guardrails	Included	Included			
Railings & Guardrails	Included	Included			
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included			
Stair Railings and Guardrails	Included	Included			
1-1/2" Handrail Both Sides - A63.2	Included	Included			
Guardrail at Midlandings - A63.2	Included	Included			
Guardrail at Top of Stairs - A63.2	Included	Included			
Stair 1 - A1-45.1	Included	Included			
Stair 2 - A1-45.2	Included	Included			
Stair 3 - A1-45.3	Included	Included			
Guardrails at 2nd Floor Walkways - A1-11.2	Included	Included			
Elevations - 12/A63.2	Included	Included			
Bldg 2 - MPR	Included	Included			
Roof Guardrail - 16/A63.1	Included	Included			
1" & 1-1/2" Dia Galv. Tube Steel	Included	Included			
Site	Included	Included			
Steel Bollards at Fire Hydrants - 301/C04	4,800	4,800			
Metal Gates are Site Elec Yard - 4/A0-1.3	Included	Included			
6'-8"Wx8'H Gate (1)	Included	Included			
10"Wx8'H Gate (1)	Included	Included			
HSS Posts, 22 GA Corrugated Panels, Hinges, Cane Bolts and Embed Plates	Included	Included			
Misc. Metal	Included	Included			
L2x2 Bracket for Countertops in Bldg 3 Admin	Included	Included			
Rms 3-121 & 3-122 - 8/A64.3	Included	Included			
Ridge Connection Plates per 12/5612	Included	4,200			
Drinking Fountain Cane Rails per 11/Gen-5 (2)	900	Included			
Drinking Fountain Cane Rails per 6/Gen-4 (1)	450	Included			
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	4,500	4,500			
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Subcontractors				Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel			
Elevator Sill Angle & Threshold	Included	1,200			
Roof Access Ladders - 2/A64.4	Included	Included			
Bldg 1 - Classroom (1)	Included	Included			
Bldg 2 - MPR (1)	Included	Included			
Bldg 3 - Admin (1)	Included	Included			
Fixed Sun Screens	Included	Included			
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included			
Bldg 1 - Classroom (8)	Included	Included			
Bldg 2 - MPR (6)	Included	Included			
Bldg 3 - Admin (2)	Included	Included			
Bldg 4 - Kindergarten (2)	Included	Included			
TOTALS	501,400	504,880	0	0	0
Recommendation:	Amount				
Ironman, Inc	501,400				

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
				Date Printed	12/6/2016
Description	WS Klam	Abdelatif Ent.	JF Construction		
Base Bid	2,903,000	2,895,000	Incomplete		
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included			
Spec #: 067000, 097733, 107113.43	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Rough Framing	Included	Included			
Wall Schedule per A61.1	Included	Included			
Plywood Sheathing as Shown on Wall Types	Included	Included			
MFR - Standard Structures	Included	Included			
Glu-Laminated Beams & Struc Eng. Beams	Included	Included			
MFR - RedBuilt Drawings 1-5	Included	Included			
Open Web Trusses, I-Joists, LVL	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	61,173	62,000			
Hold Down Schedule (A-H4)	Included	Included			
Shear Wall Panels per 2/S621	Included	Included			
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included			
Plywood Backboards - Electrical / Low Voltage	1,250	1,250			
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included			
Safety Railing as Required at Bldg 1 2nd Floor	3,200	3,200			
Bldg 1 - Classroom	Included	Included			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Kiem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - S701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tectum Panel Ceiling at Presentation/Serving Area Rm 105	In ACT	In ACT			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Adm'n	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included			
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included			
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650			
Fixed Sun Screens	Included	Included			
Fire Treated Lumber	Included	Included			
Window Shades per 20/S602 & A64.5 & A64.6	Included	Included			
4x4 & 4x6 Beams	Included	Included			
3x3 @ 8" OC	Included	Included			
4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kicker	Included	Included			
4x6 & 4x10 Blocking per 3/S601	Included	Included			
Entrance Canopies per 17/S602 & A64.5 & A64.6	Included	Included			
4x10 & 6x10 Beams	Included	Included			
3x3 @ 8" OC	Included	Included			
Simpson Hardware	Included	Included			
4x Blocking	Included	Included			
Bldg 1 - Classroom	Included	Included			
Window Shades (8)	Included	Included			
Bldg 2 - MPR	Included	Included			
Window Shades (6)	Included	Included			
Entrance Canopies (1)	Included	Included			
Bldg 3 - Admin	Included	Included			
Window Shades (2)	Included	Included			
Entrance Canopies (2)	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Window Shades (2)	Included	Included			
FRP Panels - Miller Paneling	10,400	10,400			
MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo	Included	Included			
Janitors Closets (Not Shown)	Included	Included			
Bldg 1 - Janitors Closets - 104, 112, 204	Included	Included			
Bldg 4 - Janitors Closet - 114	Included	Included			
TOTALS	2,984,977	2,997,004	0	0	0
Recommendation:	Amount				
WS Klem	2,984,977				

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stolo Cab.	Fremont Millwork	Dennis Reeves	ICI Millwork		
Base Bid	67,190	68,530	62,974	62,042		
Spec #: 062000, 064100, 123600	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	45 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Millwork						
Lower Cabinets with Hardware	Included	Included	Included	Included		
Plastic Laminate Finish	Included	Included	Included	Included		
Plastic Laminate Countertops	Included	Included	Included	Included		
Details per A64.3	Included	Included	Included	Included		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 101,2,6,7,8,9,18,19,20,21	Included	Included	Included	Included		
Rms - 201,2,6,7,8,9,11,13,14,15,16	Included	Included	Included	Included		
Bldg 3 - Admin per A3-11.1	Included	Included	Included	Included		
Countertops per 8/A64.3	Included	Included	Included	Included		
Rms - 3-121 & 3-122	Included	Included	Included	Included		
Rm - 3-125 - 1/A3-41.1	Included	Included	Included	Included		
Rm - 3-108 - 1/A3-41.2	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rm - 3-113 - 2/A3-51.1	Included	Included	Included	Included		
Rm - 3-111 - 1/A3-51.1	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-51.1	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1	Included	Included	Included	Included		
Install Countertop Supports	3,000	3,000	3,000	3,000		
TOTALS	70,190	71,530	65,974	65,042	0	0
Recommendation:	Amount					
ICI Millwork	65,042					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
					Base Bid	33,200
Spec #: 071400, 071616, 079005	Included	Included	Included	Included		
Spec #: 099723	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Waterproofing	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 1 Classroom - 3/A63.4	Included	Included	Included	Included		
Under Topping Slabs at Exterior Decks	Included	Included	Included	Included		
Crystalline	Included	Included	Included	Included		
MFR - Euclid, Gemite, Koster or Vandez	Included	Included	Included	Included		
Inside of Elevator Pit	Included	Included	Included	Included		
Misc	Included	Included	Included	Included		
2" Thick WP at Flag Pole per 8/A64.4	2,000	2,000	2,000	2,000		
Caulking & Sealants	Included	Included	Included	Included		
Per Schedule in Specs 3.3	Included	Included	Included	Included		
Windows, Doors, Walls, As Shown	34,642	34,642	34,642	34,642		
Sealed Concrete per RFI 10	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 1- Classroom	In Above	In Above	In Above	In Above		
Rms - 104, 110A, 112, 116, 122, 204, 212, 217	In Above	In Above	In Above	In Above		
Bldg 2 - MPR	In Above	In Above	In Above	In Above		
Rms - 109 & 110	In Above	In Above	In Above	In Above		
Bldg 3 - Admin	In Above	In Above	In Above	In Above		
Rms - 116, 119, 123	In Above	In Above	In Above	In Above		

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Systems WP	Angelus WP	Eberhard	Letner		
Bldg 4 - Kindergarten	In Above	In Above	In Above	In Above		
Rms - 114, 115, 116	In Above	In Above	In Above	In Above		
TOTALS	95,436	105,736	125,351	107,866	0	0
Recommendation:	Amount					
Systems WP	95,436					

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	R&J SM	Merit Metal Products				
Base Bid	151,100	147,000				
Spec #: 076200, 077123, 077200	Included	Included				
Spec #: 034900	Included	Included				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Sheet Metal	Included	Included				
All General Sheet Metal: Roof, Decking, Walls	Included	Included				
Flashings	Included	Included				
Trim	Included	Included				
Flexible Flashing and Underlayment	Included	Included				
Flashing at Mechanical Pads	Included	Included				
SS Sill Pan at Ext. Storefront Base - 19/A62.3	Included	Included				
Bldg 1 - Classroom	Included	Included				
Balcony Flashing at 2nd Floor - 3/A63.4	Included	Included				
Bldg 2 - MPR	Included	Included				
Parapet Coping - 22 Ga - 7/A63.1	Included	Included				
SM Flashing at Parapet Top - 11/A64.2	Included	Included				
Bldg 3 - Admin	Included	Included				
Parapet Coping - 22 Ga - 7/A63.1	Included	Included				
SM Flashing at Parapet Top - 11/A64.2	Included	Included				
GSM Flashing at Wall Popout - 13/A64.2	Included	Included				
Door & Window Sill/Head Flashings	42,582	50,000				
Gutters & Downspouts - 12813/A64.4 - RFI 26	Included	Included				
Galvanized, Rectangular Shaped - Painted	Included	Included				
Bldg 1 - Classroom	Included	Included				
Bldg 4 - Kindergarten	Included	Included				
Splash Blocks at Downspouts per Elevations	Included	Included				
Roof Hatch - 9/A63.1	Included	Included				
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included				
Prefab Curb by MFR	Included	Included				
Bldg 1 - Classroom - (1)	Included	Included				

Bid Evaluation Report



Sheet Metal & Metal Panels		Elm Street Elementary School Reconstruction			Job Number	Elm
					Bid Date	12/7/2016
Description		Subcontractors			Date Printed	12/6/2016
		R&J SM	Merit Metal Products			
Bldg 2 - MPR (1)		Included	Included			
Bldg 3 - Admin (1)		Included	Included			
GFRC Panels - RFI 50						
Bldg 2 - MPR - A2-11.2		12,697	12,697			
GFRC Panels at Parapet Overhang - 11/A64.2		In Above	In Above			
Bldg 3 - Admin		14,127	14,127			
GFRC Panels at Parapet Top - 11/A64.2		In Above	In Above			
TOTALS		220,506	223,824	0	0	0
Recommendation:		Amount				
R&J SM		220,506				

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Eberhard	Letrier	Best Cont.	Commercial Roofing	Ferguson & Melvin	
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	90 Days	90 Days	30 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Asphalt Shingles	Included	Included	Included	Included		
MFR - GAF, Owens-Corning, CertainTeed	Included	Included	Included	Included		
Underlayment per 072800	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.3	Included	Included	Included	Included		
Bldg 4 - Kindergarten - A4-11.2	Included	Included	Included	Included		
TPO Roofing	Included	Included	Included	Included		
MFR - Firestone or Equal per RFI 1	Included	Included	Included	Included		
Single Ply Roofing System	Included	Included	Included	Included		
Fully Adhered	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included		
R30 Rigid Insulation - RFI 22	Included	Included	Included	Included		
5/8" Coverboard at Roof per RFI 21	Included	Included	Included	Included		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included		
Parapet Walls	Included	Included	Included	Included		
Bldg 2 - MPR - A2-11.2	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.2	Included	Included	Included	Included		
TOTALS	344,200	422,350	472,000	352,124	0	0
Recommendation:	Amount					
Eberhard	344,200					

Bid Evaluation Report



Doors, Frames & Hardware		Elm Street Elementary School Reconstruction			Job Number	Elm
					Bid Date	12/7/2016
		Subcontractors			Date Printed	12/6/2016
Description	Design Hardware	Star Hardware	Construction Hardware			
Base Bid	277,648	225,035	222,820			
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	Included	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Hollow Metal Doors and Frames	Included	Included	Included			
MFR per Specs	Included	Included	Included			
Frame Details - A62.1	Included	Included	Included			
Site	Included	Included	Included			
Site 3'-4"x8" HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250			
Bldg 1 - Classroom - A1-52.1	Included	Included	Included			
Bldg 2 - MPR - A2-52.1	Included	Included	Included			
Bldg 3 - Admin - A3-52.1	Included	Included	Included			
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included			
Install HM Doors	Included	Included	Included			
Install HM Frames	In Drywall	In Drywall	In Drywall			
Install Wood Doors	Included	Included	Included			
Door Hardware	Included	Included	Included			
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included			
Door Thresholds	Included	Included	Included			
Misc. Door Hardware	Included	Included	Included			
Storefront Doors	13,000	11,550	12,760			
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing			
TOTALS	291,898	237,835	236,830	0	0	0
Recommendation:	Amount					
Construction Hardware	236,830					

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Description	Subcontractors				
	Santa Barbara Glass	Coast to Coast			
Base Bid	259,650	No Bid			
Spec #: 084313, 085113, 088000, 102229	Included				
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included				
Acknowledgment of Addendum 1	Included				
Bid Good for 60 Days	Included				
Prevailing Wage	Included				
Prequalification per Bid Invite	N/A				
Attachment C Acknowledgement	N/A				
Aluminum-Framed Storefronts	Included				
MFR - Coral, CR Laurence, EFCO or Kawneer	Included				
SS Sill Pan at Ext. Storefront Base - 19/A62.3	In Sheet Metal				
Bldg 2- MPR	Included				
Alum Storefront Entrance Doors 101 per 1/A2-52.2 per RFI 51	Included				
Bldg 3 - Admin	Included				
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included				
Makers Space Room 120 - 3/A3-52.2	Included				
Health Office Room 113 - 2/A3-52.2	Included				
Entrances 101 & 126 - 4/A3-52.2	Included				
Storefront Hardware	33,125				
Aluminum Windows	Included				
BOD - Arcadia or EFCO, Wausau, YKK	Included				
Arcadia Series T200 - Factory Finish	Included				
1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI 23	Included				
Bldg 1 - Classroom - A1-52.2	Included				
Type 1 - 6x6 (46)	Included				
Type 2 - 4x6 (4)	Included				
Type 3 - 6x2 (42)	Included				
Bldg 2 - MPR - A2-52.1	Included				
Type 1 - 8x2 (2)	Included				
Type 2 - 6x2 (4)	Included				
Type 3 - 8x4 (2)	Included				
Type 4 - 10x4 (5)	Included				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
Glazing	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
Full Height Glazed Partition System	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
TOTALS	317,025	0	0	0	0	0
Recommendation:	Amount					
Santa Barbara Glass	317,025					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaprosheild	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
All Required Caulking and Sealants at Penetrations	Included	Included	Included	Included	Included	Included
Scaffolding for Own Work	90 Days	90 Days	Included	Included	Included	Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	Included	Included	Included	Included	Included	Included
Drywall per Wall Schedule - A61.1 & A61.2	Included	Included	Included	Included	Included	Included
Drywall Ceilings per A60.2 & A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 - No Notes for Gyp on Roof Joists	Included	Included	Included	Included	Included	Included
Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-32.1 & A4-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
5/8" Drywall Vertical Surfaces	Included	Included	Included	Included	Included	Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included	Included	Included
Level 1-4 Finish at Locations per Specifications Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls per A61.1	Included	Included	Included	Included	Included	Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included	Included	Included
Installation of HM Door Frames Supplied by Others	25,250	25,250	25,250	25,250	25,250	25,250
Supply and Install of Access Panels 12x12	4,500	4,500	4,500	4,500	4,500	4,500
Installation of FEC Supplied by Others	3,000	3,000	3,000	3,000	3,000	3,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,801	10,802	10,803
TOTALS	2,317,950	1,559,031	1,848,940	1,674,898	1,516,532	1,689,941
Recommendation:	Amount					
Pacific Int. / Perlite Plaster	1,516,532					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Stoneware Tile	J. Colavin & Son	Stonerock Tile		
Base Bid	118,809	145,690	171,350		
Spec #: 093000, 090561	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	30 Days	90 Days	60 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
Tile	Included	Included	Included		
MFR - Dal-Tile, Groups 2 & 3	Included	Included	Included		
DalTile Keysontes 2"x2" Mosaic - Floors	Included	Included	Included		
DalTile Ceramic 4-1/4"x4-1/4" - Walls in Checkerboard Pattern - RFI 25	Included	Included	Included		
Tile on Cement Backer Board	In Drywall	In Drywall	In Drywall		
Cold Applied Waterproofing Membrane	Included	Included	Included		
Men's & Women's Restrooms	Included	Included	Included		
Faculty Restrooms	Included	Included	Included		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included		
Rms - 103, 105, 110, 111, 113, 203, 205	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included		
Rm - 114	In Above	Included	Included		
Quarry Tile in Rms 106, 107, 108, 111, 112, 113, 114	In Above	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included		
Rms - 115, 117, 118	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included		
Sink Vestibule 106 & 111	Included	Included	Included		
TOTALS	118,809	145,690	171,350	0	0
Recommendation:	Amount				
Stoneware Tile	118,809				

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eiljay Acoustics	Date Printed	12/6/2016
					Cali-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,900	16,058	17,000	10,000	17,000
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
ACT Details per A64.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
Fixed Sound-Absorptive Panels	Included	Included	Included	Included	Included	Included
ACP-1 MPR/Gym	Included	Included	Included	Included	Included	Included
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included	Included	Included
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 -MPR	Included	Included	Included	Included	Included	Included
2" Tectum Ceiling Panels	Included	Included	Included	Included	Included	Included
Presentation Area - 8/A64.2	Included	Included	Included	Included	Included	Included
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736	2,736	2,736
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included	Included	Included
Acoustic Room Components	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



Acoustical Ceilings		Elm Street Elementary School Reconstruction				Job Number	Est	
		Subcontractors				Bid Date	12/7/2016	
						Date Printed	12/6/2016	
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elitjay Acoustics	Cali-USA Acoustics	Prime Acoustics		
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
TOTALS	194,496	232,636	215,362	301,736	190,736	240,736		
Recommendation:	Amount							
Cali-USA Acoustics	190,736							

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Coustic-Glo	Date Printed	12/6/2016
					Base Bid	200,370
Spec #: 095100, 098400, 098413	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	60 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included	Included	Included		
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included		
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included		
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,000	17,000	17,000		
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A		
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A		
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A		
ACT Details per A64.1 & 2	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included		
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included		
Fixed Sound-Absorptive Panels	Included	Included	Included	Included		
ACP-1 MPR/Gym	Included	Included	Included	Included		
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included		
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included		
Acoustic Room Components	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Coustic-Glo	Date Printed	12/6/2016
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
TOTALS	220,106	221,236	267,936	386,329	0	0
Recommendation:	Amount					
Call-USA Acoustics	190,736					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721	108,814	
Spec #: 096500, 096566, 096800, 090561	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	60 Days	Included	60 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Flooring						
Minor Floor Prep	Included	Included	Included	Included	Included	
Testing for PH and Moisture	Included	Included	Included	6,500	Included	
Remediation if Applicable	\$3.70 / SF	\$5.25 / SF	\$5.00 / SF	\$5.00 / SF	\$5.00 / SF	
Resilient Flooring	Included	Included	Included	Included	Included	
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
All Classrooms	Included	Included	Included	Included	Included	
VCT in Elevator Cab per 7/Gen-6	650	650	650	650	650	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
Rms - 102, 103, 104, 115	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included	Included	
Bldg 4 - Kindergarten	Included	Included	Included	Included	Included	
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
Carpet Tile	Included	Included	Included	Included	Included	
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 2970I Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
Resilient Athletic Flooring	Included	Included	Included	Included	Included	
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick	Included	Included	Included	Included	Included	

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction					Job Number	Elm
	Subcontractors					Bid Date	12/7/2016
						Date Printed	12/6/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Reliable Flooring		
Color A & B - A63.3	Included	Included	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included	Included	Included		
Rm - 101 & 105	Included	Included	Included	Included	Included		
Basketball Court Striping - 1&2/A63.3	5,500	5,500	5,500	5,500	5,500		
Volleyball Court	In Above	In Above	In Above	In Above	In Above		
Basketball Court	In Above	In Above	In Above	In Above	In Above		
TOTALS	121,150	197,768	158,895	115,371	114,964	0	
Recommendation:	Amount						
Reliable Flooring	114,964						

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Prime Painting	Valley Painting
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RFI 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
Intumescent Fireproofing	110,000	93,125	110,000	110,000	110,000	110,000
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	Included	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	Included	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4	In Above	5,000	In Above	In Above	In Above	In Above

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
Base Bid	368,123	343,000	Incomplete		
Spec #: 099000	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
	N/A	N/A			
Painting and Coating					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
Bldg 3 Finish Sch - A3-53.1	Included	Included			
Bldg 4 Finish Sch - A4-53.1	Included	Included			
(2) Top Coats and (1) Coat Primer	Included	Included			
Exterior Plaster All Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
Intumescent Fireproofing	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
Bldg 1 - (22)	In Above	In Above			
Bldg 2 - (5)	In Above	In Above			
Bldg 3 - (4)	In Above	In Above			
Bldg 4 - (10)	In Above	In Above			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Guy Smithson	Pacific Painting Co	ISR Painting			
TOTALS	478,123	453,000	0	0	0	0
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Visual Display Boards						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(4) per Classroom & (3) in RSP Rm = (87) Total	53,650	Included	Included			
Markerboards 4x8 (164)	58,000	Included	Included			
Markerboards 4x5.5 (8)	Included	Included	Included			
Tackboards 4x8 (40)	Included	Included	Included			
Tackboards 4x6 (20)	Included	Included	Included			
Tackboards 4x5.5 (4)	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(3) per Classroom = (12) Total	17,400	Included	Included			
Markerboards 4x8 (12)	Included	Included	Included			
Markerboards 4x6 (4)	Included	Included	Included			
Tackboards 4x8 (10)	Included	Included	Included			
Tackboards 4x6 (6)	Included	Included	Included			
TOTALS	527,857	525,000	527,666	0	0	0
Recommendation:	Amount					
Claridge	525,000					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	CA Signs - San Diego	John Pence Bldg Spec.
Base Bid	21,174	38,617	13,128	62,975	16,205	21,860
Spec #: 101400	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Signage						
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included	Included	Included
Sign Schedule per Gen-3 Sheet & Specs	Included	Included	Included	Included	Included	Included
Room Signs	Included	Included	Included	Included	Included	Included
Exit Signs	Included	Included	Included	Included	Included	Included
Stair Signs at Classroom Bldg	Included	Included	Included	Included	Included	Included
Restroom Signs	Included	Included	Included	Included	Included	Included
Assistive Listening Signage	Included	Included	Included	Included	Included	Included
Occupancy Signs	Included	Included	Included	Included	Included	Included
ADA Signage	Included	Included	Included	Included	Included	Included
Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
Site Signage	Included	Included	Included	Included	Included	Included
Marquee Sign - 15/A64.4	12,330	12,330	12,330	Included	12,330	12,330
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
Electronic Sign	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 17/A64.4	17,627	17,627	17,627	Included	17,627	17,627
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
TOTALS	68,831	79,774	60,785	69,475	63,862	69,517
Recommendation:	Amount					
Kendall Sign	60,785					

Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Inland Empire Arch	SDI	Russco	John Pence Bldg Spec.		
Base Bid	43,157	48,061	51,001	54,200		
Spec #: 102113.19, 102800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments & Accessories						
MFR - Ampco, Metpar, PSI, Scranton or Bradley	Included	Included	Included	Included		
Urinal & Vestibule Screens	Included	Included	Included	Included		
Solid Plastic Compartments	Included	Included	Included	Included		
Accessories, Hand Dryers, Mirrors, Shower Curtain Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/Broom Holder	5,600	Included	5,600	5,600		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included	Included		
Rms - 103, 105, 110, 111, 203, 205	Included	Included	Included	Included		
Rm - 113	Included	Included	Included	Included		
Janitors Closets - 104, 112, 204	Included	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included	Included		
Rm - 114	Included	Included	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included	Included		
Rms - 117, 118	Included	Included	Included	Included		
Rm - 115	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included	Included		
Sink Vestibules 106 & 111	Included	Included	Included	Included		
Janitors Closet - 114	Included	Included	Included	Included		
TOTALS	48,757	48,061	56,601	59,800	0	0
Recommendation:	Amount					
SDI	48,061					

Bid Evaluation Report



Fire Sprinklers	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Data Printed	12/6/2016
	Apex Fire Protection	Superior Fire				
Base Bid	501,200	268,790				
Spec #: 212000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	Yes	Yes				
Attachment C Acknowledgement	N/A	N/A				
Fire Sprinklers						
MFR - Tyco	Included	Included				
Standard Upright, Pendant, Sidewall Sprinklers	Included	Included				
Bldg 1 - Classroom - FP02 & 3	Included	Included				
Bldg 2 - MPR - FP04	Included	Included				
Bldg 3 - Admin - FP05	Included	Included				
Bldg 4 - Kinder - FP06	Included	Included				
4" Fire Riser at Each Bldg - 1/FP07	Included	Included				
POC 5' Outside of Bldg	Included	Included				
Upright Sprinkler Defectors as Shown	Included	Included				
Brass or White Finish	Included	Included				
Heads to be Centered in ACT Panels	Included	Included				
Furnish & Install Sleeves	Included	Included				
All Seismic Bracing, Hangers, Embeds as Required	Included	Included				
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included				
All Gauges, Valves, Flow and Tamper Switches	Included	Included				
Sound and Vibration Control	Included	Included				
All Bracing and Hangers - FP07	Included	Included				
Firestopping & Sealants as Required at Penetrations	Included	Included				
BIM Requirements	18,700	15,000				
TOTALS	519,900	283,790	0	0	0	0
Recommendation:	Amount					
Superior Fire	283,790					

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
Base Bid	671,450	513,546	456,457	526,000		
Spec #: 331000, 333000, 334000	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	60 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Site Utilities	Included	Included	Included	Included		
Utility Location (C Below)	2,450	2,450	2,450	2,450		
Cutting and Capping of Existing Utilities	Included	Included	Included	Included		
Layout and Trenching	Included	Included	Included	Included		
Sawcutting for New Utilities	3,584	3,584	3,584	Included		
Traffic Control	Included	Included	Included	Included		
Traffic Rated Trench Plates	Included	Included	Included	Included		
Temp Asphalt Patching	2,048	2,048	2,048	Included		
Excavation Spoils Stockpile	Included	Included	Included	Included		
Pressure Test and Flush System	Included	Included	Included	Included		
Sewer	Included	Included	Included	Included		
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included		
Cleanouts (8)	Included	Included	Included	Included		
All Piping and Connections to Main line (2)	3,000	3,000	3,000	2,600		
Storm Drain	Included	Included	Included	Included		
6", 8", 12" & 18" HDPE Storm Drain Pipe	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basins - 10/C02 (3)	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basin at Biofiltration - 11/C02 (3)	Included	Included	Included	Included		
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included		
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included		
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included		

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
Street Work (Sewer and Storm Trench Repairs Only)	See Allowances	See Allowances	See Allowances	See Allowances		
Base Pave Trenches	See Allowances	See Allowances	See Allowances	See Allowances		
Trench Repair	See Allowances	See Allowances	See Allowances	See Allowances		
Grind Existing	See Allowances	See Allowances	See Allowances	See Allowances		
Overlay with 1-1/2" Asphalt	See Allowances	See Allowances	See Allowances	See Allowances		
Lane Closure/Traffic Control	See Allowances	See Allowances	See Allowances	See Allowances		
Fire Water per C-08 (RFI 4)	Included	Included	Included	Included		
6" & 8" Class 150 C900 PVC Water Line	Included	Included	Included	Included		
Thrust Blocks - 320/C04	Included	Included	Included	Included		
Fire Hydrants per 300/C04 (3)	Included	Included	Included	Included		
8" Double Check Detector Backflow - 311/C04	Included	Included	Included	Included		
Post Indicator Valves (3)	Included	Included	Included	Included		
FDC (3)	Included	Included	Included	Included		
Fire Hydrant Bollards/Footings - 301/C04 (12)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Sprinkler Connections - 5' Outside Bldg	3,000	3,000	3,000	2,600		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	Included	Included	Included		
Gas	Included	40,000	Included	Included		
Gas Lines per Plumbing P005	Included	Included	Included	Included		
Performance Contingency	N/A	N/A	45,000	N/A		
TOTALS	698,032	580,128	519,039	541,895	0	0
Recommendation:	Amount					
J. Vega Eng.	519,039					

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	15 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	Yes	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Plumbing	Included	Included	Included	Included	Included	
Temporary Water Service & Distribution	7,500	7,500	7,500	7,500	7,500	
All Related Trenching / Backfill	Included	Included	Included	Included	Included	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
HW / CW Piping	Included	Included	Included	Included	Included	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
Piping Insulation	Included	Included	Included	Included	Precision Plumbing	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Access Panels - Furnish Only	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
Furnish and Install all Metal Sleeves	Included	Included	Included	Included	Included	
Flashings at Roof Penetrations	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
All Related Caulking / Sealants	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Fire Stopping	Included	Included	Included	Included	Included	
Coring, as Required	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
Flush / Chlorinate / Disinfect Domestic Water	Included	Included	Included	Included	Included	
Ansul Gas valve	Included	Included	Included	Included	2,500	Included
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	767,473	902,141	802,500	747,000	728,974	0
Recommendation:	Amount					
Precision Plumbing	728,974					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days		Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
HVAC	Included	Included	Included	Included	Included	
Equipment	Included	Included	Included	Included	Included	
VAV - Anemostat	Included	Included	Included	Included	Included	
Fan Coil Units - Trane	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	Included	Included	Included	Included	Included	
VRF Diagrams M010 - M014	Included	Included	Included	Included	Included	
Exhaust Fans - Greenheck	Included	Included	Included	Included	Included	
Makeup Air - Greenheck	Included	Included	Included	Included	Included	
Air Handling Unit - Trane	Included	Included	Included	Included	Included	
Split AC Units - Trane	Included	Included	Included	Included	Included	
Supply Fans - Anemostat	Included	Included	Included	Included	Included	
Sound Traps - IAC Acoustic	Included	Included	Included	Included	Included	
Factory Curbs/ Install	Included	Included	Included	Included	Included	
Buildings	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, TAC, Trane, Carrier	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
6" Conc Pads for Equip - 16/S301	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
3 Makeup Air Units on Roof with Curbs	Included	Included	Included	Included	Included	
Kitchen Exhaust Ducting and Fans - M504 (Hood by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Date Printed	12/6/2016
					Climate Control	
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included	
Spring Isolation Hangers	Included	Included	Included	Included	Included	
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included	
Metal Ducts / Duct Work	Included	Included	Included	Included	Included	
Duct Liner	Included	Included	Included	Included	Included	
Supply & Return Air Plenums	Included	Included	Included	Included	Included	
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included	
Wall Louvers	Included	Included	Included	Included	Included	
Duct Insulation	Included	Included	Included	Included	Included	
Fire / Smoke Dampers	Included	Included	Included	Included	Included	
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included	
Mechanical Identification	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	1,273,955	1,406,229	1,399,230	1,226,000	2,119,673	0
Recommendation:	Amount					
Sheldon Mech.	1,226,000					

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
Base Bid	2,440,000	2,385,000	2,440,275		
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265200, 265561	Included	Included	Included		
Spec #: 270536, 275116, 275123.50, 281600, 282300, 283100	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 days	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	Yes	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
Electrical	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included		
Temp Power Boxes and Cords	10,659	10,659	10,659		
Temporary Lighting	5,330	5,330	5,330		
Site	Included	Included	Included		
2" & 4" Conduits for Site Utilities - E1.1	Included	Included	Included		
Conduit Runs as Shown Site Plan - E1.2	Included	Included	Included		
Encase All Underground Conduits in Concrete per Note 6 on E0.1	Included	Included	Included		
Pour Back of Utility Trenches	Included	Included	Included		
Signal, Fire and Power Pull Boxes - 1/E7.7	Included	Included	Included		
Site Lighting Plan - E1.3	Included	Included	Included		
Site Lighting Fixtures, per Schedule	Included	Included	Included		
Site Signal, CCTV, FA Speakers - E1.6	Included	Included	Included		
U/G Power Distribution for Site Power	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included		
U/G Power Distribution for Site Lighting	Included	Included	Included		
Buildings 1-4	Included	Included	Included		
Lighting Fixtures per Schedule on E0.5	Included	Included	Included		
Mechanical Schedule - E0.6	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
Cable Schedule - E0.4	Included	Included	Included		
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included		
Distribution Panelboards	Included	Included	Included		
Panel Boards	Included	Included	Included		
Power Distribution	Included	Included	Included		
Conduits & Raceways	Included	Included	Included		
Terminal Cabinets & Racks	Included	Included	Included		
Cable Trays & Supports	Included	Included	Included		
Wiring / Conductors	Included	Included	Included		
Floor boxes	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included		
Connections to Existing Generator	Included	Included	Included		
Lighting Control Panel / System	Included	Included	Included		
Emergency Lighting / Exit Signs	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included		
Bldg 1 - Classroom	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Connections for all Kitchen Equipment	Included	Included	Included		
Conduit for Theatrical Lighting	Included	Included	Included		
Elec Room 102 - E2-4.1	Included	Included	Included		
Bldg 3 - Admin	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Power for VAV & Rooftop Equipment	Included	Included	Included		
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included		
Bldg 4 - Kindergarten	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included		
Single Line Diagram - E4.0	Included	Included	Included		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included		
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included		
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc		
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included		
MFR - Electronic Theatre Controls (ETC)	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Bldg 2 - MPR (TL2.1.1 & 2)	Included	Included	Included		
Dimmer Racks and Controls	Included	Included	Included		
Stage Lighting Control System	Included	Included	Included		
Lighting Track & Fixtures - 10/TL8.1.1	Included	Included	Included		
Panels & Receptacles	Included	Included	Included		
Miscellaneous	Included	Included	Included		
Plywood Backboards	In Rough Framing	In Rough Framing	In Rough Framing		
Flashings at Penetrations	Included	Included	Included		
Caulking / Sealants	Included	Included	Included		
Sleeves / Fire Caulking / Firestopping - 1/E0.7	Included	Included	Included		
BIM Requirements	15,000	15,000	15,000		
Low Voltage Systems	Included	Included	Included		
Computer Network Cabling	Included	Included	Included		
Communications Cabinets, Racks, Frames and Enclosures - E7.10	Included	Included	Included		
Communications Cabling	Included	Included	Included		
Devices, Equipment, Conduit & Conductors	Included	Included	Included		
Public Address/Clock System	Included	Included	Included		
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included		
Alt by Valcorn	Included	Included	Included		
Assistive Listening System	Included	Included	Included		
MFR - Listen Technologies	Included	Included	Included		
FM Transmitters - LT-700 LT-800	Included	Included	Included		
Receiver - LR-100 & LR-400	Included	Included	Included		
(1) 8-Hour Training Session	Included	Included	Included		
Intrusion Alarm System	26,080	Included	26,080		
Contractor to Have C7 and C10 License	In Above	Included	In Above		
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
Video Surveillance (CCTV) System	72,395	Included	72,395		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
MFRs - Per Specs	In Above	Included	In Above		
Fire Detection Alarm	88,292	Included	Included		
Fire Alarm System	In Above	Included	Included		
MFR - Notifier, Simens, Simplex, Johnson or Gamewill-FCI	In Above	Included	Included		
Complete Addressable Fire Alarm System	In Above	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included		
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included		
Elevator System - E0.4	In Above	Included	Included		
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included		
Conduit & Back Boxes	In Above	Included	Included		
Submittals / Shop Drawings / As-Built	In Above	Included	Included		
TOTALS	2,657,756	2,415,989	2,569,739	0	0
Recommendation:	Amount				
Taft Elec.	2,415,989				

Bid Evaluation Report



Building Specialties		Elm Street Elementary School Reconstruction		Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Div	Description	Amount	Recommended Subcontractor	Bids Received	
104400	Fire Extinguishers & Specialties FEC at Elec Yard - Surface Mount per 16/A64.4 (1) Bldg 1 - FEC 1/A64.4 (22) Bldg 2 - FEC 1/A64.4 (3) Bldg 3 - FEC 1/A64.4 (3) Bldg 4 - FEC 1/A64.4 (2)	6,150	Glendon Co.	5	
105100	Lockers MFR - Art Metal, Penco, Republic Locker Alcove 2-113 2-Tier Lockers per 6&7/A64.4	1,650	John Pence	3	
107500	Flagpoles Flag Pole 35' per 8/A64.4 (1) Set Pole Footing per Site Concrete	4,293	Pole Tech	2	
114800	Physical Education Equipment MFR - Jaypro, Cassidy, Draper Volleyball Sleeves, Standards, Net, Antenna Ref Stand and Pad	5,150	Bernards		
124813	Entrance Floor Mats MFR - AFP, RC Musson, Pawling Rubber Mat 1/4" Thick, 48x72	N/A	N/A		
126823	Folding Cafeteria Tables	OFOI	OFOI		
N/A	Misc Site Furnishings Benches at Site per S32/A0-1.1 (18) Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5 Relocate Existing Playground Equipment and Reinstall at New Areas - S39/A0-1.1 New Conc Footings (TBD) Basketball Pole & Basket - 7/A63.6 (6) Coat Hooks - 14/A64.4 Dull Chrome - Single MFR - McMaster-Carr 1760A2 Wall-Mount Hook, Chrome-Plated Brass, 1-1/4" Wide x 1-1/2" High x 1-5/8" Deep Bldg 1 = 544 Bldg 4 = 60	128,099	Bernards		
N/A	Misc Equipment (TV's) TV's in Classrooms MFR - Sharp 50" & 60" LE650U Wall Mount - Chief TS318TU Ceiling Mount - Chief MCM1U Bldg 1 - Classroom 60" TV's in Classroom Bldg per 9/A64.4 (62) TV Mounts (62) Bldg 4 - Kindergarten 50" TV's in Classroom Bldg per 11/A64.3 (4) TV Mounts (4)	121,300	Bernards		
N/A	Final Cleanup Exterior Interior	68,534	Bernards		
Total		335,176	Bids Received	10	

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 9/19/18

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 Contractor Contingency Allocation No. 002 to Construction Services Agreement #17-209 with Viola Incorporated to adjust costs for the Brekke Elementary School Kinder Flex Project (Penanhoat/Fateh/CFW)

Changes were required to be made to the audio-visual system in the 2 classrooms comprising the Brekke modular building to comply with district standards.

Contractor Contingency Allocation No. 002 provides for the Board's consideration and approval of one (1) change proposal: PCO #006 Bulletin 1 AV Changes with the following scope of work:

- PCO #006 Bulletin 1 AV Changes – Sheet A2.01 of the DSA approved construction drawing set was amended to lower TV mounting heights, per district standards, and to add furred walls under TV's to conform with disabled code requirements. Sheet E2.1, notes 5 and 7 were amended to revise audio visual connection points per district standards.

FISCAL IMPACT

Five Thousand Four Hundred Twenty-Five Dollars and Eighty-Three Cents (\$5,425.83) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation #002 to Construction Services Agreement #17-209 with Viola Incorporated to provide Construction Services related to the Brekke Elementary School Kinder Flex Project.

ADDITIONAL MATERIAL

Attached:

- Contractor Contingency Allocation #002, Viola Incorporated (2 Pages)
- PCO #006 (13 pages)
- Construction Services Agreement #17-209, Viola Incorporated (25 Pages)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: September 19, 2018

CONTRACTOR CONTINGENCY ALLOCATION NO. 002

PROJECT: Brekke Elementary School New Addition
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-209

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT Flewelling and
MoodyArchitects
 815 Colorado Blvd., Suite 200
 Los Angeles, CA 90041

CONTRACTOR:
 Viola Inc.
 P.O. Box 5624
 Oxnard, CA 93031
 Attn: Pat Waid

Architects Proj. No.: 2781-100
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118725

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All 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	\$	20,000.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	14,469.40
ADJUSTED CONTINGENCY SUM	\$	5530.60
NET CHANGE	\$	5425.83
<hr/>		
Total Contingency Allocations to Date:	\$	19,895.23
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 002.....	\$	104.77

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.	PCO #006 Bulletin 1 AV Changes		\$5,425.83		
2.					
3.					
4.					
5.					
	Totals		\$5,425.83		

Total Contractor Contingency Allocation Approval No. 002 \$5,425.83

**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 & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



PCO #006

Viola Incorporated
 PO BOX 5624
 Oxnard, California 93031
 Phone: (805) 487-3871
 Fax: (805) 487-3870

Project: 17-23 - Brekke Elementary School New Addition
 1400 Martin Luther King Jr. Drive Oxnard
 Oxnard, California 93030
 Phone: 805-487-3871

Prime Contract Potential Change Order #006: Bulletin 1 AV Changes

TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	FROM:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	006 / 0	CONTRACT:	1 - Brekke Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Justine Legaspi (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	8/31 /2018
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:		TOTAL AMOUNT:	\$5,425.83

POTENTIAL CHANGE ORDER TITLE: Bulletin 1 AV Changes

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #010 - Bulletin 1 AV
 Additional electrical work per Bulletin 1 - revisions for AV

CE #015 - Markerboards, Furred Walls and AV Bulletin 1 Changes
 M&T additional work for design development of markerboards, furred walls and AV Bulletin 1

ATTACHMENTS:

[Scott and Sons Bulletin 1AV.pdf](#) [Scott and Sons Wage Sheet.pdf](#) [M&T PCO R1.pdf](#)

#	Cost Code	Description	Type	Amount
1	28-00-00 - Electrical		Commitment	\$ 872.86
2	01-01-10 - Bond	Viola Mark Up	Other	\$ 8.73
3	01-01-20 - Insurance	Viola Mark Up	Other	\$ 13.09
4	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 65.46
5	06-10-53 - Miscellaneous Rough Carpentry		Commitment	\$ 4,059.71
6	01-01-10 - Bond	Viola Mark Up	Other	\$ 40.60
7	01-01-20 - Insurance	Viola Mark Up	Other	\$ 60.90
8	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 304.48
Subtotal:				\$5,425.83
Grand Total:				\$5,425.83



PCO #006

Mike Stahlheber (Flewelling & Moody)
815 Colorado Blvd Suite 200
Los Angeles California 90041

Oxnard Unified School District
1051 South A Street
Oxnard California 93030

Viola Inc.
PO Box 5624 1144 Commercial Avenue
Oxnard California 93031

 8/30/18

SIGNATURE DATE

SIGNATURE DATE

 8.31.18

SIGNATURE DATE

Oxnard Modulares AV1
Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$109.63
Quotes	0.00
Sales Tax (7.75%)	8.50
Total Material	\$118.13
Labor	
Direct (7.97 hours @ \$80.00)	\$637.60
Non-Productive Labor	0.00
Total Labor (7.97 hours)	\$637.60
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$755.73
Overhead (10.00%)	75.57
Profit (5.00%)	41.56
Job Total	\$872.86
Actual Bid Price	\$872.86
Material to Direct Labor ratio: 0.16	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$117.13
Net Profit %	4.76

Oxnard Modulares AV1

Job Number: 929

Extension By Phase

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
--- 01 Raceway, Fittings & Boxes ---						
1001	3/4" EMT	60	85.00 C	51.00	5.00 C	3.00
1497	3/4" Comp Steel Insul Throat Conn	12	1.00 E	12.00	0.15 E	1.80
2279	3/4" 1-Hole Strap	8	35.00 C	2.63	2.29 C	0.17
--- 01 Raceway, Fittings & Boxes Total ---				65.63		4.97
--- 07 Misc ---						
T0001	3 gang boxes and rings	2	22.00 E	44.00	1.00 E	2.00
T0002	Demo	1	0.00 E	0.00	1.00 E	1.00
--- 07 Misc Total ---				44.00		3.00
Job Total				109.63		7.97

* Target, Labor column 2

HOURLY COST DATA SHEET

Prepared by Los Angeles County Chapter, NECA
EMPLOYER'S COST PER HOUR FOR IBEW ELECTRICIANS
VENTURA COUNTY - IBEW LOCAL #952 (Zone A)
Period of July 30, 2018 - December 30, 2018
 (Based on Journeyman Base Rate of \$39.08 Per Hour)

DIRECT COST ITEMS (PER HOUR)	JOURNEYMAN			FOREMAN			GEN'L FOREMAN			APPRENTICES (indentured <u>on or after</u> October 1, 2012)																		TRAFFIC TECH.		
	Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time	40%			45%			50%			60%			70%			85%			75%		
										Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time	Straight Time	Time & 1/2	Double Time
Wage ¹	\$39.08	\$58.62	\$78.16	\$43.50	\$65.25	\$87.00	\$47.91	\$71.87	\$95.82	\$15.63	\$23.45	\$31.26	\$17.59	\$26.39	\$35.18	\$19.54	\$29.31	\$39.08	\$23.45	\$35.18	\$46.90	\$27.36	\$41.04	\$54.72	\$33.22	\$49.83	\$66.44	\$29.31	\$43.97	\$58.62
Health Fund - \$8.18 per hour worked	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18
Pension - \$16.64 per straight time hour worked ²	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28	N/A	N/A	N/A	N/A	N/A	N/A	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
Training Fund - \$1.00 per hour worked	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
National Pension (NEBF) 3% of Gross Payroll	1.17	1.76	2.34	1.31	1.96	2.61	1.44	2.16	2.87	0.47	0.70	0.94	0.53	0.79	1.06	0.59	0.88	1.17	0.70	1.06	1.41	0.82	1.23	1.64	1.00	1.49	1.99	0.88	1.32	1.76
Industry Fund (NEIF) NECA Members Only 1% of Gross Payroll	0.39	0.59	0.78	0.44	0.65	0.87	0.48	0.72	0.96	0.16	0.23	0.31	0.18	0.26	0.35	0.20	0.29	0.39	0.23	0.35	0.47	0.27	0.41	0.55	0.33	0.50	0.66	0.29	0.44	0.59
Administrative Maintenance Fund (AMF) Non-NECA Members only 0.5% of Gross Payroll ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cooperation Committee ²	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	N/A	N/A	N/A	N/A	N/A	N/A	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Soc. Sec.-7.65%	2.99	4.48	5.98	3.33	4.99	6.66	3.67	5.50	7.33	1.20	1.79	2.39	1.35	2.02	2.69	1.49	2.24	2.99	1.79	2.69	3.59	2.09	3.14	4.19	2.54	3.81	5.08	2.24	3.36	4.48
Federal Unemployment Tax - 0.8% Applied to maximum of \$7,000.00 earnings ⁴	0.31	0.47	0.63	0.35	0.52	0.70	0.38	0.57	0.77	0.13	0.19	0.25	0.14	0.21	0.28	0.16	0.23	0.31	0.19	0.28	0.38	0.22	0.33	0.44	0.27	0.40	0.53	0.23	0.35	0.47
Workers Compensation ⁵	2.29	2.29	2.29	2.55	2.55	2.55	2.81	2.81	2.81	1.81	1.81	1.81	2.04	2.04	2.04	2.26	2.26	2.26	2.72	2.72	2.72	3.17	3.17	3.17	1.95	1.95	1.95	1.72	1.72	1.72
Liability Insurance - 5% ⁶	1.95	2.93	3.91	2.18	3.26	4.35	2.40	3.59	4.79	0.78	1.17	1.56	0.88	1.32	1.76	0.98	1.47	1.95	1.17	1.76	2.35	1.37	2.05	2.74	1.66	2.49	3.32	1.47	2.20	2.93
State Unemployment - 6.2% Applied to maximum of \$7,000.00 earnings ⁴	2.42	3.63	4.85	2.70	4.05	5.39	2.97	4.46	5.94	0.97	1.45	1.94	1.09	1.64	2.18	1.21	1.82	2.42	1.45	2.18	2.91	1.70	2.54	3.39	2.06	3.09	4.12	1.82	2.73	3.63
DIRECT COST PER HOUR	\$76.92	\$109.41	\$141.90	\$82.68	\$117.87	\$153.09	\$88.38	\$126.32	\$164.25	\$30.33	\$39.97	\$49.64	\$32.98	\$43.85	\$54.72	\$52.75	\$73.14	\$93.53	\$58.02	\$80.86	\$103.69	\$63.32	\$88.55	\$113.80	\$69.35	\$98.20	\$127.05	\$64.28	\$90.73	\$117.16
DIRECT COST BURDEN	97%	90%	84%	95%	83%	78%	88%	78%	73%	107%	78%	64%	99%	73%	60%	185%	158%	146%	158%	137%	126%	140%	121%	112%	115%	101%	94%	127%	111%	103%

IMPORTANT NOTES TO THIS DATA SHEET

- ¹ For Zone B wages, add \$5.00 to all rates. See section 3.16(b) and (c) of the agreement for zone definitions.
- ² First year (40% and 45%) apprentices and unindentured apprentices are excluded from Local Pension and LMCC.
- ³ AMF for NECA Members is included in the NEIF contribution, and is not included as a separate item in the Direct Cost per Hour Computation.
- ⁴ Based on information available at time of publication. Subject to experience modification.
- ⁵ Since the minimum rate rule for Worker's Comp. Insurance is no longer in effect, rates will vary widely between insurance companies. Check with your carrier to verify your rates for planning purposes. The following rates are used for the purposes of this chart only and may not be indicative of your rates.
 -- Code 5140 - (over \$32/hr) = \$5.87 per \$100 of payroll.
 -- Code 5190 - (below \$32/hr) = \$11.59 per \$100 of payroll.
- ⁶ Electrical wiring within buildings - Public liability code 17315. Other rates apply to other codes. Public Liability Rates are for "Operations" only. Serious consideration should be given to other coverages (eg. Completed Operations).

This information is provided as a courtesy to NECA members, and no express or implied guarantee of mathematical or factual accuracy is made by Los Angeles County Chapter, NECA.

Miscellaneous Carpentry Tracking Sheet

M & T Concrete

P.O. Box 5624
 Oxnard, CA 93031
 Phone: 805.487.3871
 Fax: 805.487.3870

Change Order # _____

Project: Brekke Elementary _____
 Location: _____
 Field Directive # _____

Date: 8/29/2018 _____

Description of change:

Furnish and install marker boards, furred walls, and tackable surfaces in accordance with AV Bulletin 001 changes

Persons	Trade Classification	Hours	Pay Rate	Total Cost
	Project Superintendent	16	\$90.28	\$1,444.48
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Own or Rental Equipment Used	Hours	Hour Rate	Total Cost
Pressure washer	0	\$25.00	\$0.00
Tool Truck	48	\$22.02	\$1,056.96
Generator	0	\$21.30	\$0.00
Water truck	0	\$39.96	\$0.00

Material Used	Quantity	Unit Rate	Total Cost
Miscellaneous materials FBM	1	\$185.54	\$185.54
SilverCreek tackboard and Marker boards	1	\$738.86	\$738.86
Home depot	1	\$104.34	\$104.34
			\$0.00

Subtotal \$3,530.18

Overhead and Profit 15% \$529.53

Total Cost \$4,059.71

Contractor Representative _____	Date _____		Owner Representative _____	Date _____
---------------------------------	------------	--	----------------------------	------------



Foundation Building Materials
RETURN SERVICE REQUESTED

Founded on Principle • Built with Purpose

BRANCH 0087
301 LOMBARD ST
OXNARD CA 93030-7296
(805) 278-4474 PH
(805) 278-4667 FX

PACKING SLIP



* CUSTOMER COPY *

SHIP TO: VIOLA, INC.
1144 COMMERCIAL AVE
OXNARD, CA 93030-7523
(805)487-3871

CUST #:
210271

BILL TO: VIOLA, INC.
1144 COMMERCIAL AVE
OXNARD, CA 93030-7523
(805)487-3871

ORDER #	CUSTOMER PO #	PAGE
87188938-00	BREKE SCHOOL	1
ORDER DATE	JOB # / NAME	
08/28/18		
PICKED DATE	SHIP VIA	ORDER TAKEN BY
08/28/18	Cust Pick Up	Zwaal, Lee
PROMISED DATE	ORDERED BY	SALES REP
08/28/18	CHANO	Dicus, Daric

Line No.	QTY Ord	QTY Alloc.	QTY Ship	Sell Unit	Product Code Product Description	QTY BO	UOM Qty	UOM	Weight
					***** * * JOB SITE FORM REQUIRED * * *****				
1	3.00	3.00		SHT	D58F10-GE 5/8" 4X10' FC TYPE X	0.00	0.120	MSF	264.00

Total Drywall MSF on this order: 0.120 MSF
\$36.85

Customer
copy

No one on site for signature

Delivered by	Date	Received by	Date
PICKED BY	CHECKED BY	LOADED BY	TRUCK #
			CUBE
			WEIGHT
			120.00000
			264.00000
<p>Last Page</p> <p>A finance charge of 1-1/2% per month (18% per year) will be charged on all past due accounts. ALL claims and returned goods MUST be accompanied by appropriate paperwork. Job access is the contractor's responsibility, including ingress and egress. California Customers: Title passes F.O.B. warehouse on pick-ups. Title passes F.O.B. curbside stocking and spreading when delivered.</p>			



Foundation Building Materials

RETURN SERVICE REQUESTED

BRANCH 0087
301 LOMBARD ST
OXNARD CA 93030-7286
(805) 278-4474 PH
(805) 278-4667 FX

Founded on Principle • Built with Purpose

PACKING SLIP

ORDER #	CUSTOMER PO #	PAGE
87188755-00	BREAKE	1
ORDER DATE	JOB # / NAME	
08/24/18		
PICKED DATE	SHIP VIA	ORDER TAKEN BY
08/24/18	Cust Pick Up	Zwaal, Lee
PROMISED DATE	ORDERED BY	SALES REP
08/24/18	CHANO	Dicus, Daric



* REPRINT * CUSTOMER C

SHIP TO: VIOLA, INC.
1144 COMMERCIAL AVE
OXNARD, CA 93030-7523
(805)487-3871

CUST #:
210271

BILL TO: VIOLA, INC.
1144 COMMERCIAL AVE
OXNARD, CA 93030-7523
(805)487-3871

Line No.	QTY Ord	QTY Alloc.	QTY Ship	Sell Unit	Product Code Product Description	QTY BO	UOM Qty	UOM	Weight
					***** * * * JOB SITE FORM REQUIRED * * * *****				
1	15.00	15.00		PC	S362S125-33-8 20GA 33M 3 5/8" DW STUD 8FT	0.00	0.120	MLF	86.57
2	6.00	6.00		PC	T362T125-33-10 20GA 33MIL 3-5/8" TRACK 1-1/4" LEG 10FT	0.00	0.080	MLF	40.34

Total Steel MLF on this order: 0.180 MLF
\$148.69

Customer copy

No one on site for signature

Delivered by	Date	Received by	Date
PICKED BY	CHECKED BY	LOADED BY	TRUCK #
			CUBE
			WEIGHT
			0.00000
			126.91740
Last Page	<p>A finance charge of 1-1/2% per month (18% per year) will be charged on all past due accounts. ALL claims and returned goods MUST be accompanied by appropriate paperwork. Job access is the contractor's responsibility, including ingress and egress. California Customers: Title passes F.O.B. warehouse on pick-ups. Title passes F.O.B. curbside stocking and spreading when delivered.</p>		

Material Request for Viola

Owner Change Order

In House Change Order

Date: Tuesday, August 28, 2018
 Project Name: 11054 - Oxnard Brekke ES
 Owner: Oxnard School District

Silver Creek Industries Inc. proposes to furnish all material and labor to perform the following at the above stated site for the sum of: \$ 738.86

Description Of Work: (4) sheets 4' x 10' Vinyl Wrap Tackboard Beige,
 (7) pieces 12' Outside Corner Beige, **lead time 2 weeks*
 (2) each 4' x 6' marker boards **lead time 4-6 weeks**

 FOB SCI Factory, Perris CA

Total of all Sub Contractor Work:		\$	-	
General Contractor Markup:	15%	\$	-	
Sub Total:		\$	-	
Total Work by General		\$	617.00	
General Contractor Markup:	15%	\$	92.55	
Sub Total:		\$	709.55	
Total Work to be Completed		\$	709.55	
Sales Tax (60% exclusion)	7.75%	\$	22.00	
Sub Total		\$	731.55	
Bonds not to exceed	1%	\$	7.32	
Grand Total:		\$	738.86	

This Change Order will Require 42 Additional Days to complete this project and are included in this COR
 * Not including days accrued from the date COR is submitted and returned to originator, signed & approved.

Submitted By: Candace Juhnke Date: 08/28/18
Project Manager
 Title

Approved By: _____ Date: _____

 Title

SCI Breakdown

	Item	<u>Description</u>		Total
700000m	VWT	(4) sheets 4' x 10' Vinyl Wrap Tackboard Beige	\$	200.00
700000m	VW OS corner	(7) pieces 12' Outside Corner Beige	\$	105.00
700000m	Marker board	(2) each 4' x 6' marker boards	\$	312.00
		Total Price	\$	617.00



**More saving.
More doing.**

STORE MGR RIAN CARLETON 805-983-0653
RIAN_CARLETON@HOMEDEPOT.COM

1040 00003 53672 08/29/18 07:16 AM
CASHIER ANNETTE

081099000362 5/8 4X8 DRWL <A> 12.77
5/8IN 4FTX8FT FIRECODE DRYWALL
020066112578 PAINT <A> 3.36
SPECIALTY APPLIANCE TOUCH-UP ALMOND
020066112561 PAINT <A> 3.36
SPECIALTY APPLIANCE TOUCH-UP WHITE
070798183063 230 ALD <A> 4.78
DYNAFLEX 230 ALMOND 10.1 OZ
093945306597 GOOF OFF 2 <A> 5.98
GO HVY DTY TRIGGER 220Z
019736992640 6PK POCK RAG <A> 2.98
6 PAC POCKET RAGS
041333170640 AAA 10-PACK <A> 8.98
DURACELL AAA 10-PACK
041333048642 AA 10-PACK <A> 8.98
DURACELL AA 10-PACK

SUBTOTAL 51.19
SALES TAX 3.97
TOTAL \$55.16

XXXXXXXXXXXX7561 HOME DEPOT 55.16
AUTH CODE 029965/7035001 TA

VIOLA INC
ARIAS GRACIANO

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3871 SUMMARY
THIS RECEIPT PO/JOB NAME: 1723

PRO XTRA SPEND THIS VISIT: \$51.19
2018 PRO XTRA SPEND 08/28: \$13,321.38

As of 08/29/2018 your Paint Rewards level is Pro Xtra Paint Rewards; Spend 1868.51 more in qualifying paint purchases to earn Bronze (10.0% off) on select paint items.

This purchase qualifies for FUEL DISCOUNTS and 60 DAYS TO PAY on The Home Depot Commercial Credit Card. Ask an Associate to learn more or go to homedepot.com/financeoptions.

1040 03 53672 08/29/2018 5396

RETURN POLICY DEFINITIONS
POLICY ID 11 DAYS 365 POLICY EXPIRES ON 08/29/2019



**More saving.
More doing.**

STORE MGR RIAN CARLETON 805-983-0653
RIAN_CARLETON@HOMEDEPOT.COM

1040 00002 49284 08/27/18 06:47 AM
CASHIER MARIA

707392524397 TTN225134H75 <A> 18.76
TTN 1/4 X 1-3/4 HEX 75-PK
764666711723 NMTD8121 <A>
PT 8 X 1/2" SD MOD TRUSS SCRW 1LB
308.96 26.88

SUBTOTAL 45.64
SALES TAX 3.54
TOTAL \$49.18

XXXXXXXXXXXX7561 HOME DEPOT 49.18
AUTH CODE 027537/9024475 TA

VIOLA INC
ARIAS GRACIANO

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3871 SUMMARY
THIS RECEIPT PO/JOB NAME: 1723 CO

PRO XTRA SPEND THIS VISIT: \$45.64
2018 PRO XTRA SPEND 08/26: \$13,275.74

As of 08/27/2018 your Paint Rewards level is Pro Xtra Paint Rewards; Spend 1868.51 more in qualifying paint purchases to earn Bronze (10.0% off) on select paint items.

This purchase qualifies for FUEL DISCOUNTS and 60 DAYS TO PAY on The Home Depot Commercial Credit Card. Ask an Associate to learn more or go to homedepot.com/financeoptions.



1040 02 49284 08/27/2018 4801

RETURN POLICY DEFINITIONS
POLICY ID 11 DAYS 365 POLICY EXPIRES ON 08/27/2019

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

M&T Labor Rates (Jul. 1 - Dec. 31, 2018)
(Standard Time)

	Wage & Fringe Benefit			Burden				Insurance			Hourly Rate		
	Base Rate ST	Vacation	Fringes	6.20% FICA	1.45% Medicare	6.20% SUI	2.70% FUTA	(100%ExMod) WC Rate	Workers Comp	Gen Liability	ST	15% Markup	20% Markup
Field Operations Mgr	\$ 49.41	\$ 9.42	\$ 13.42	\$ 3.65	\$ 0.85	\$ 3.65	\$ 1.59	0.91%	\$ 0.54	\$ 2.00	\$ 84.52	\$ 97.20	\$ 101.42
Project Superintendent	\$ 49.41	\$ 9.42	\$ 13.42	\$ 3.65	\$ 0.85	\$ 3.65	\$ 1.59	10.70%	\$ 6.29	\$ 2.00	\$ 90.28	\$ 103.82	\$ 108.33
Project Manager											\$ -	\$ -	\$ -
Field Engineer											\$ -	\$ -	\$ -
Foreman	\$ 45.41	\$ 6.19	\$ 13.42	\$ 3.20	\$ 0.75	\$ 3.20	\$ 1.39	10.70%	\$ 5.52	\$ 2.00	\$ 81.08	\$ 93.25	\$ 97.30
Journeyman	\$ 42.41	\$ 6.19	\$ 13.42	\$ 3.01	\$ 0.70	\$ 3.01	\$ 1.31	10.70%	\$ 5.20	\$ 2.00	\$ 77.26	\$ 88.85	\$ 92.71
Carpenter 8th	\$ 38.17	\$ 6.19	\$ 11.51	\$ 2.75	\$ 0.64	\$ 2.75	\$ 1.20	10.70%	\$ 4.75	\$ 2.00	\$ 69.95	\$ 80.45	\$ 83.95
Carpenter 7th	\$ 33.93	\$ 6.19	\$ 11.51	\$ 2.49	\$ 0.58	\$ 2.49	\$ 1.08	10.70%	\$ 4.29	\$ 2.00	\$ 64.56	\$ 74.25	\$ 77.47
Carpenter 6th	\$ 31.81	\$ 6.19	\$ 10.51	\$ 2.36	\$ 0.55	\$ 2.36	\$ 1.03	10.70%	\$ 4.07	\$ 2.00	\$ 60.86	\$ 69.99	\$ 73.04
Carpenter 5th	\$ 29.69	\$ 6.19	\$ 10.51	\$ 2.22	\$ 0.52	\$ 2.22	\$ 0.97	10.70%	\$ 3.84	\$ 2.00	\$ 58.17	\$ 66.89	\$ 69.80
Carpenter 4th	\$ 27.57	\$ 6.19	\$ 9.25	\$ 2.09	\$ 0.49	\$ 2.09	\$ 0.91	10.70%	\$ 3.61	\$ 2.00	\$ 54.21	\$ 62.34	\$ 65.05
Carpenter 3rd	\$ 25.45	\$ 6.19	\$ 8.51	\$ 1.96	\$ 0.46	\$ 1.96	\$ 0.85	10.70%	\$ 3.39	\$ 2.00	\$ 50.77	\$ 58.39	\$ 60.93
Carpenter 2nd	\$ 21.21	\$ 5.19	\$ 4.51	\$ 1.64	\$ 0.38	\$ 1.64	\$ 0.71	19.65%	\$ 5.19	\$ 2.00	\$ 42.46	\$ 48.83	\$ 50.96
Carpenter 1st	\$ 16.96	\$ 5.19	\$ 4.51	\$ 1.37	\$ 0.32	\$ 1.37	\$ 0.60	19.65%	\$ 4.35	\$ 2.00	\$ 36.68	\$ 42.18	\$ 44.01
Laborer Grp 1	\$ 34.24	\$ 4.84	\$ 16.65	\$ 2.42	\$ 0.57	\$ 2.42	\$ 1.06	10.70%	\$ 4.18	\$ 2.00	\$ 68.38	\$ 78.64	\$ 82.06
Laborer Grp 2	\$ 34.79	\$ 4.84	\$ 16.65	\$ 2.46	\$ 0.57	\$ 2.46	\$ 1.07	10.70%	\$ 4.24	\$ 2.00	\$ 69.07	\$ 79.44	\$ 82.89
Laborer App 1st Period	\$ 18.62	\$ 3.39	\$ 8.23	\$ 1.36	\$ 0.32	\$ 1.36	\$ 0.59	19.65%	\$ 4.32	\$ 2.00	\$ 40.21	\$ 46.24	\$ 48.25
Laborer App 2nd Period	\$ 20.48	\$ 3.39	\$ 8.23	\$ 1.48	\$ 0.35	\$ 1.48	\$ 0.64	19.65%	\$ 4.69	\$ 2.00	\$ 42.74	\$ 49.16	\$ 51.29

Notes:

Carpenters - Effective July 1, 2018, an increase of \$2.20: Base Wage Rate (\$ 1.16), Vacation (\$ 0.50) & Fringes (\$ 0.54).

Laborers - Effective July 1, 2018, an increase of \$2.00: Base Wage Rate (\$ 1.05), Vacation (\$ 0.25) & Fringes (\$ 0.70).

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CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93030 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Brekke Elementary School, located at 1400 Martin Luther King Jr. Drive, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

November 1, 2017

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is

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incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.

- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as

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limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from

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undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is

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not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss, of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District

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representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications");

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and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted.

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Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these

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Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

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materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters

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covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola Inc.
1144 Commercial Ave.
Oxnard, CA 93035
Attn: Patrick Waid

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If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 Victoria Avenue, Suite #106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Viola Inc.
1144 Commercial Avenue
Oxnard, CA 93031
Patrick Waid, Operations Manager

THE DISTRICT

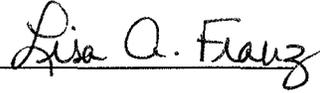
Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030



By: Michael T. Viola

Title: CEO

Date: 11/8/2017



By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of
California

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

November 1, 2017

EXHIBIT B

Oxnard School District – Brekke ES New Addition

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)** to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

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2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.~~
- ~~D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.~~

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~~E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.~~

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

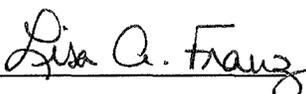
7. Schedule for Pre-Construction Services.

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.
- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:

**OXNARD SCHOOL DISTRICT,
a California school district:**

By: 
Michael T. Viola

By: 
Lisa A. Franz

Title: CEO

Title: Director, Purchasing

Date: 11/8/2017

Date: 11-28-17

COMMENTS/REMARKS

the policy term.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
As required by written contract signed by both parties prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc., M&T Concrete, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017
Insured By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

- c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.



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BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 9/19/18

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 Contractor Contingency Allocation No. 004 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. 004 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. 004 will not increase Contract Time.

FISCAL IMPACT

Contractor Contingency Allocation No. 004 will be a **COST** to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of **Twenty-One Thousand Two Hundred Twenty-Five Dollars and No Cents (\$21,225.00)** 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. 004 will be One Hundred Eighty-Eight Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$188,625.00).

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. 004 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. 004, Bernards Bros. Inc. (2 Pages)*
- *CAR No. 19 RO (6 Pages)*
- *CAR No. 23 RO (6 Pages)*
- *CAR No. 24 RO (11 Pages)*
- *CAR No. 25 RO (9 Pages)*
- *CAR No. 28 RO (6 Pages)*
- *CAR No. 31 RO (11 Pages)*
- *Construction Services Agreement # 17-117, Bernards Bros. Inc. (115 Pages)*



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: September 19, 2018

CONTRACTOR CONTINGENCY ALLOCATION NO. 004

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	\$	136,082.00
ADJUSTED CONTINGENCY SUM	\$	209,850.00
NET CHANGE	\$	21,225.00
<hr/>		
Total Contingency Allocations to Date:	\$	(157,307.00)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 004.....	\$	188,625.00

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. 19RO – Add additional blocking and ledgers per submitted shop drawings				\$5,344
2.	CAR No 23RO – Delay in concrete work at canopy and drinking foundation due to change and rework per value engineering				\$1,281
3.	CAR No. 24RO – RFI 143RI – Add EEW and TMV at Science labs				\$4,124
4.	CAR No. 25RO – RFI 150 – Add 2” roof receptor and piping				\$3,697
5.	CAR No. 28RO – RFI 141 Hold down not shown on plans			\$482	
6.	CAR No 31R1 – Per RFI 179 add tile in boys and girls restroom				\$6,297
	Totals			\$482	\$20,743

Total Contractor Contingency Allocation Approval No. 004 \$ 21,225.00

**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

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 19 R0

Date: 4/30/2018

DESCRIPTION OF WORK

Add additional blocking and ledgers per submitted shop drawings

#38

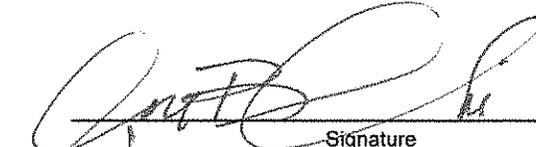
SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Add additional blocking and ledgers	JF Construction Corp	5,344
	Subtotal:	5,344
Total Change Order Request Amount		5,344

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.


 Signature
 Jose Arana CADD
 Printed Name & Title
 8/20/18
 Date

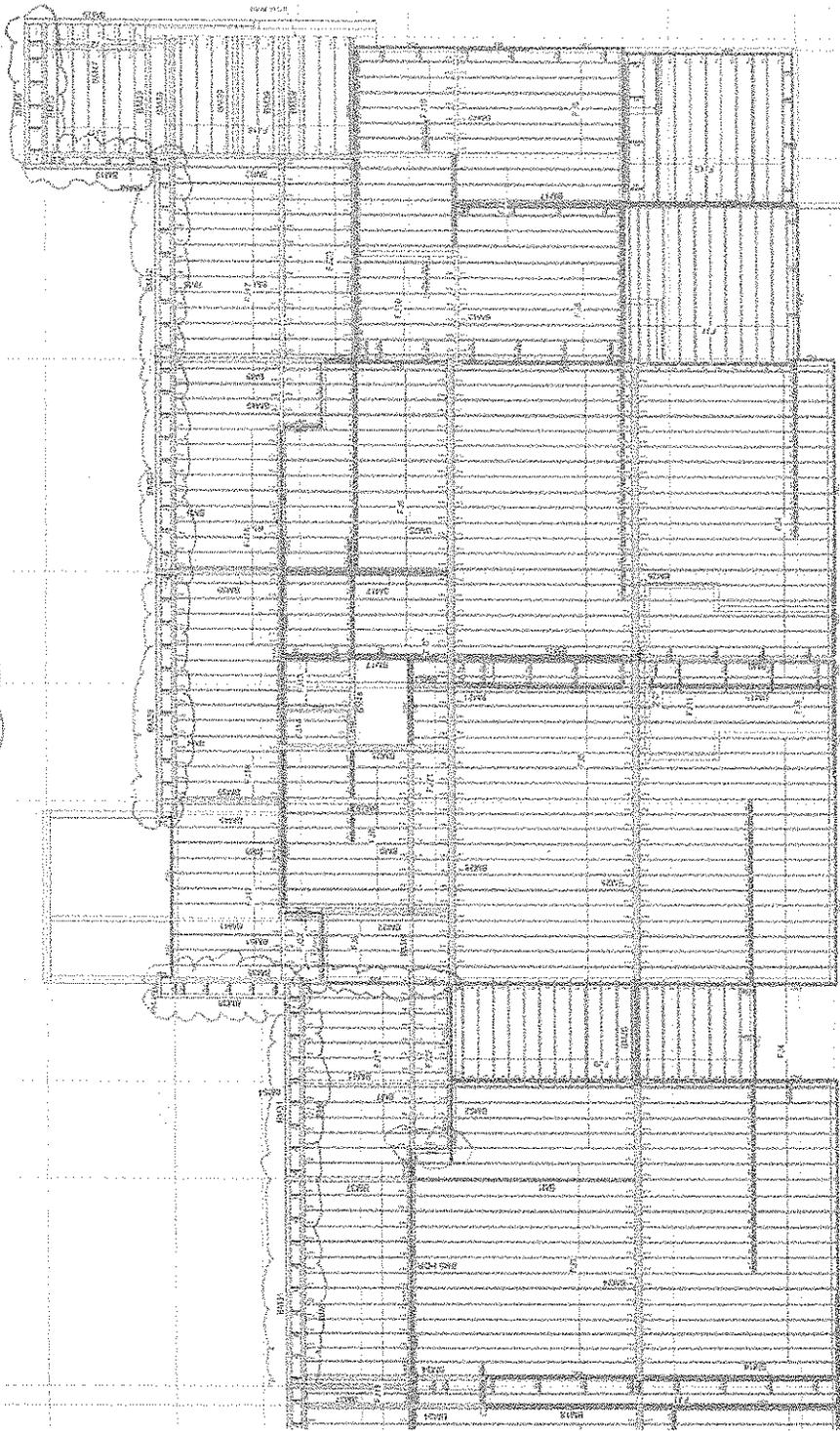

 Signature
 Rebecca Miller, Project Manager
 Printed Name & Title
 8/20/18
 Date

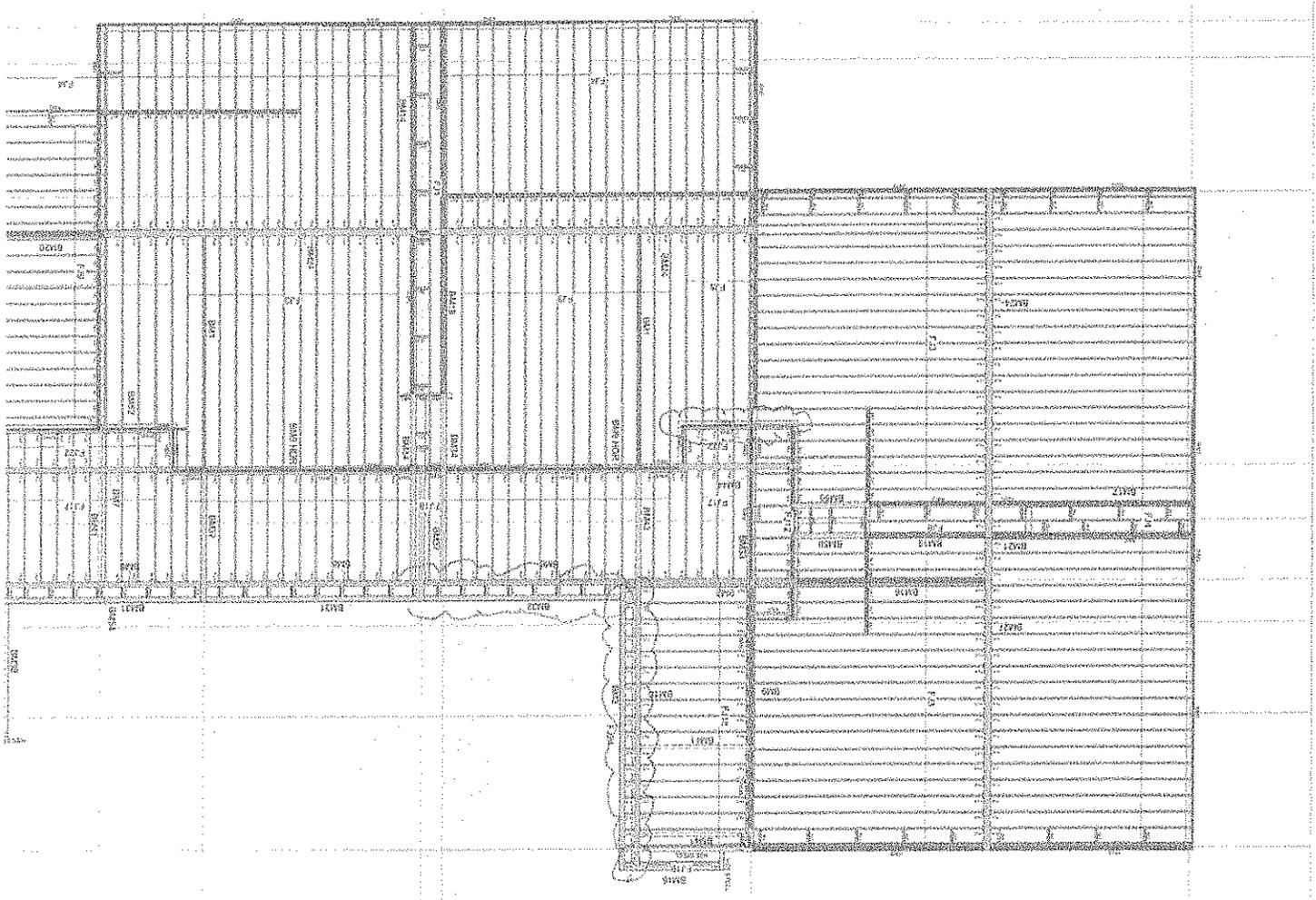
PAGE 1

JFC #7

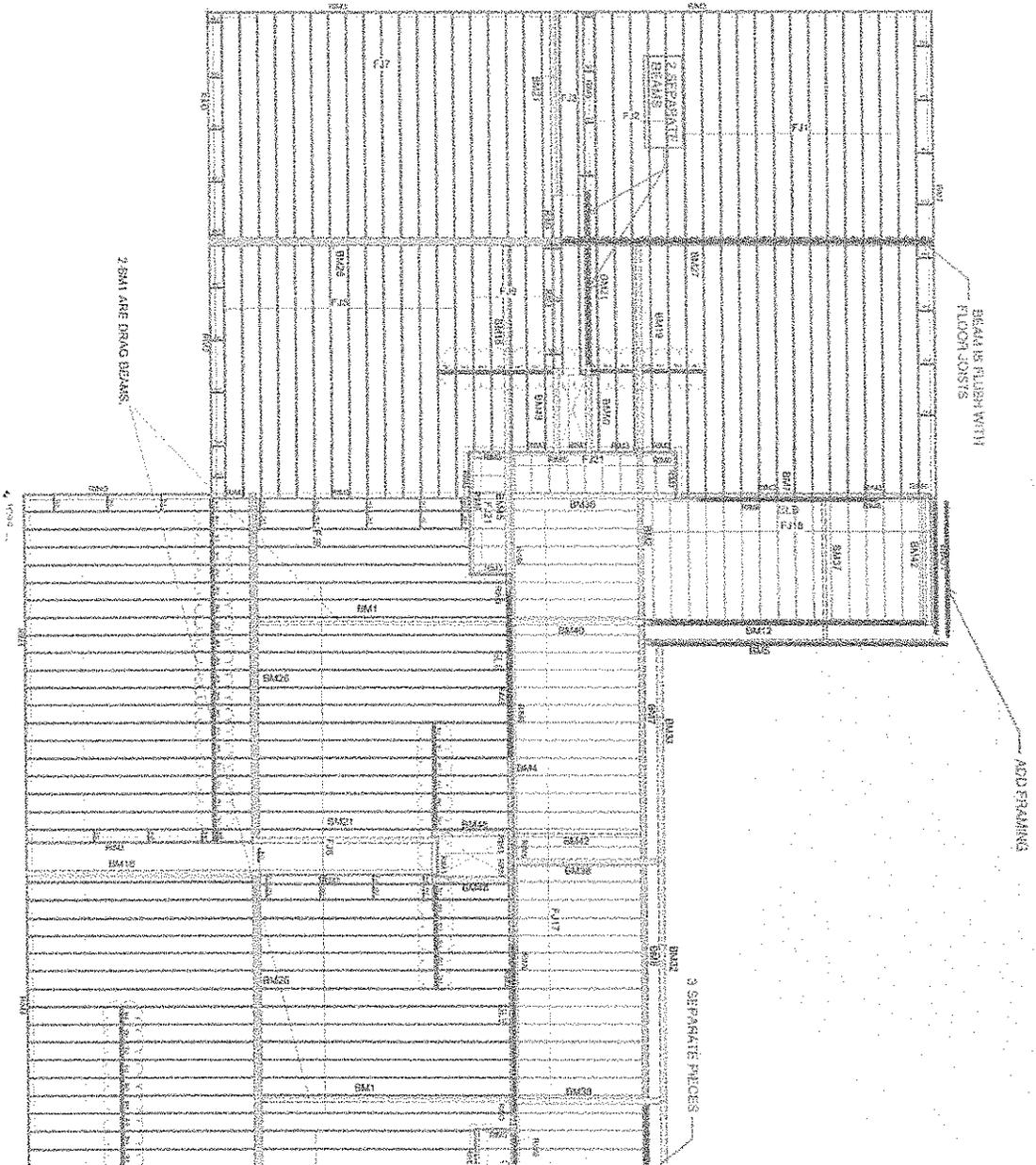
ADDS

BMC FINAL DWGS





PAGE 2



Page 4



CONTINGENCY ALLOCATION REQUEST

CAR No. 23 R0

Date: 4/30/2018

Project: Marshall Elementary - New 6-8 Classroom Bldg.

DESCRIPTION OF WORK

CCD 13 - Delay in concrete work at canopy and drinking foundation due to chagne and rework per value engineering.

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-1,281
	Subtotal:	-1,281

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Drinking fountain/canopy footing	Santa Clarita Concrete	335
CCD 13 - Concrete work	Santa Clarita Concrete	946
	Subtotal:	1,281

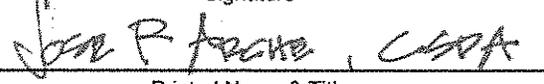
Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.



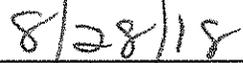
 Signature


 Printed Name & Title


 Date



 Signature


 Printed Name & Title


 Date



June 6, 2018

Scott Burkett
CFW, Inc.
1901 S. Victoria Avenue, #106
Oxnard, CA 93036

Reference: Change order request 23 – CCD 13 – Drinking Fountain/Canopy
Marshall Elementary School New Classroom Building

Dear Scott,

Change order request 23; per Value Engineering the canopy and drinking foundation was changed, thus creating CCD 13 due to time constraints CCD 13 was canceled. Therefore the canopy and drinking fountain work was back per original contract and design. During this time Bernards continued working around the area of the canopy layout until the determination was made to cancel CCD 13.

Sincerely,

A handwritten signature in black ink that reads 'Rebecca Miller'. The signature is fluid and cursive, with a prominent flourish at the end.

Rebecca Miller
Project Manager

CC: Jennifer Maclsaac – CFW
Carl Magness – BB
File



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-018
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Marshall Elementary School
OWNER/REP	Bernards Brothers
ATTN	Rebecca
DATE	4/4/18
REFERENCE	Attached Ticket

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as referenced in this change order request: Work as directed by Bernards.

REF	DESCRIPTION	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10225	pour concrete	drinking fountain	2/6/18	Carpenter	Journeyman	R	4	Hr	\$84.96	\$339.84
AWA-10225	pour concrete	drinking fountain	2/6/18	Material	Ready Mix	R	1	Yds	\$133.00	\$133.00
AWA-10225	pour concrete	drinking fountain	2/6/18	Material	Short Load	R	1	Ea	\$350.00	\$350.00

EXCLUSIONS/QUALIFICATIONS

Additional work for this scope may be outstanding on other tickets and/or COR's
 This COR may not include all work for this scope.
 This COR only includes the work and quantities listed.
 This COR may impact the completion schedule - see below

EXTENSION OF CONTRACT DURATION--> 5 DAYS

SUB-TOTAL	\$822.84
P&O	\$123.43
TOTAL FOR THIS COR	\$946.27



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10225

ADDITIONAL WORK AUTHORIZATION

DATE: 02/06/18

CUSTOMERS
NAME Bernards
STREET _____
CITY _____ STATE Ca.

JOB NAME Marshall new classroom
STREET Thurgood Marshall dr.
CITY Oxnard Ca.
JOB # 558 TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

Pouring concrete Footing and Pressure washed to expose aggregate, at north east of building drinking Fountain Footing that was Pending

Time: 2 Carpenters 2 hours and short load of concrete.

Drinking fountain ALCOVE / Canopy

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE [Signature] DATE: 02-07-18
(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE [Signature] DATE: 2/06/18
(Contractor signs here)



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-016
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Marshall Elementary School
OWNER/REP	Bernards Brothers
ATTN	Rebecca
DATE	4/4/18
REFERENCE	Attached Ticket

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as referenced in this change order request: Work as directed by Bernards.

REF	DESCRIPTION	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10224	layout and dig footing	GL J/20	1/31/18	Carpenter	Journeyman	R	1	Hr	\$84.96	\$84.96
AWA-10224	layout and dig footing	GL J/20	1/31/18	Operator	Journeyman	R	2	Ea	\$103.30	\$206.60

EXCLUSIONS/QUALIFICATIONS
Additional work for this scope may be outstanding on other tickets and/or COR's
This COR may not include all work for this scope.
This COR only includes the work and quantities listed.
This COR may impact the completion schedule - see below
EXTENSION OF CONTRACT DURATION--> 5 DAYS

SUB-TOTAL	\$291.56
P&O	\$43.73
TOTAL FOR THIS COR	\$335.29



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10224

ADDITIONAL WORK AUTHORIZATION

DATE: 01/31/18

CUSTOMERS
NAME Bernards
STREET _____
CITY _____ STATE Ca

JOB NAME Marshall new Classroom
STREET Thurgood Marshall dr
CITY Oxnard Ca.
JOB # 558 TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

Layout and dig exterior Footing at grid lines 20 and J that was pending

Time: 1 operator 1 hour
2 Carpenter 2 hour

This work was delayed by Design Team due to VALUE ENGINEERING CHANGES.

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE [Signature] DATE: 01-31-18
(Customer signs here)

We hereby agree to furnish material and labor — complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE [Signature] DATE: 01/31/18
(Contractor signs here)



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 24 R0

Date: 4/30/2018

DESCRIPTION OF WORK

RFI 143R1 - Add EEW and TMV at Science Labs

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-4,124
	Subtotal:	-4,124

SUMMARY OF ALLOCATIONS

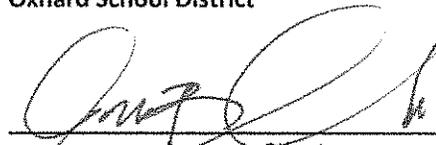
Item Description	Company	Amount Requested
Subcontract Costs		
RFI 143R1 - Add EEW and TMV at Science Labs	City Commercial Plumbing Inc	4,124
	Subtotal:	4,124

Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.



 Signature



 Signature

JOSE ARATE CSDA

 Printed Name & Title

Rebecca Miller, Project Manager

 Printed Name & Title

8/20/18

 Date

8/20/18

 Date



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

March 28, 2018

TO: BERNARDS

ATTENTION: CARL MAGNESS, REBECCA MILLER

JOB NAME: MARSHALL ELEMENTARY

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#3

DESCRIPTION: RFI#143R1 - ADD EEW'S AND TMV'S (2) AT SCIENCE LABS.

TOTAL COST: \$4,124.00

Escalation rate of 1.5%/month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 1 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This is the cost to add the scope to our contract. This proposal is void unless a written Change Order is received within 30 calendar days from the date of this Extra Work Order Submittal. Please send a Subcontract Change Order if you would like us to proceed with the extra work. This change order represents the work described only in this proposal. If the proposal is incomplete, we reserve the right to revise our price. We encourage you to review the scope of work we are offering to make sure it is in line with the changes.

If an owner-initiated change order is not accepted and authorized, City Commercial Plumbing demands reimbursement for all costs incurred in the preparation of the quote. If you have any questions or need clarification please call.

Sincerely,
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder, Project Manager

Enclosures

CITY COMMERCIAL PLUMBING, INC.

16106 COHASSET STREET
VAN NUYS, CA 91406
(818) 785-1145

CONTRACTOR: BERNARDS
555 FIRST STREET
SAN FERNANDO, CA 91340

JOB NAME: MARSHALL ELEMENTARY
2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

CCP JOB NO.: 582

CHANGE ORDER NO. 3

RE: RFI#143R1 ADDED (2) EEW & TMV AT SCIENCE ROOMS

LABOR:	WAGES	HOURS	TOTAL
GENERAL FOREMAN	106.84	3.00	320.52
PLUMBER	90.35	16.00	1,445.60
TOTAL LABOR:			1,766.12
OTHER EXPENSE:			
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			1,813.64
LABOR TOTAL:			1,766.12
SUBTOTAL:			3,579.76
OVERHEAD/PROFIT:	15.00%		536.96
SUBTOTAL:			4,116.72
TEXTURA FEES:	0.18%		7.41
SUBTOTAL:			4,124.13
			4,124.13
ROUND UP/DOWN:			\$4,124.00

NOTES:

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: MARSHALL ELEMENTARY
 2900 THURGOOD MARSHALL DR.
 OXNARD, CA 93036

CCP JOB NO.: 582
 CHANGE ORDER NO. 3

RE: RFI#143R1 ADDED (2) EEW & TMV AT SCIENCE ROOMS

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL		16.00		1660.08
		GEN FRMN - ENG/COORDINATE/LAYOUT/CADD		3.00		
LABOR & MATERIAL TOTAL				19.00		1660.08
SALES TAX:					9.25%	153.56
<u>TOTAL MATERIAL COST:</u>						1813.64

NOTES

Category		Item	Qty	Material			Field Labor		
Category	Size	Item Desc		Mat Unit	Mat Adj	Mat Ext	Fld Unit	Fld Adj	Fld Ext
Section : Section 002: COR#3 - RFI#143R1 ADD EEW'S/TMV'S									
Category : Category 003: COPPER KLM LEAD FREE									
COPPER KLM LEAD F...		1/2" CxMIP UNION	6	9.32	1.00	55.92	0.57	1.00	3.42
COPPER KLM LEAD F...		MAP GAS TANK	1	9.31	1.00	9.31	Skip	1.00	0.00
COPPER KLM LEAD F...	1/2"	L-HARD TUBE	2	1.27	1.00	2.54	0.06	1.00	0.12
COPPER KLM LEAD F...	1/2"	90 ELBOW CxC	2	0.52	1.00	1.04	0.40	1.00	0.80
COPPER KLM LEAD F...	1/2"	TEE	2	0.88	1.00	1.76	0.57	1.00	1.14
COPPER KLM LEAD F...	1/2"	COUPLING	1	0.51	1.00	0.51	0.40	1.00	0.40
COPPER KLM LEAD F...	Unsize	SOLDER LBS. LEADFREE	1	27.00	1.00	27.00	Skip	1.00	0.00
COPPER KLM LEAD F...	Unsize	PRESTOLITE-#2 CYL.	1	32.03	1.00	32.03	Skip	1.00	0.00
COPPER KLM LEAD F...	Unsize	EVERFLUX--2 OZ. CAN	1	9.75	1.00	9.75	Skip	1.00	0.00
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						139.86			5.88
Category : Category 006: FIXTURES									
FIXTURES		HAWS 7620 EEW	2	185.53	1.00	371.06	2.50	1.00	5.00
FIXTURES		BRADLEY S19-2000-R-B	2	574.58	1.00	1,149.16	2.50	1.00	5.00
Subtotals for Category : Category 006: FIXTURES						1,520.22			10.00
Subtotals for Section : Section 002: COR#3 - RFI#143R1 ADD EEW'S/TMV'S						1,660.08			15.88
Grand Totals						1,660.08			15.88



**REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION**

RFI No. : 143 R1

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 03-27-18

Discipline: Plumbing

Subject: Eye wash station in science lab

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Based on the response provided in the RFI 143 response:

1. Please provide us the detail for tempering the water?
2. If we are using a mixing valve, Please provide the Make, Model and Location

ANSWER

Response:

Bradley S-19-2000

Install the mixing valve to supply lines below sinks. ADA knee clearance is to be maintained, typical

Responded By Vazgen Ohanian and Jose Arche on 03/26/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
City Commercial Plumbing Inc	Bob Zio	3/27/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Bob Zio - City Commercial Plumbing Inc - Author Number: 19

Submitted By: Bob Zio - City Commercial Plumbing Inc



REQUEST FOR INFORMATION

RFI No.: 143 R1

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.
Subject: Eye wash station in science lab

Date: 03-07-18
Discipline: Plumbing

Response Requested By: 03-15-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Based on the response provided in the RFI143 response:

1. Please provide us the detail for tempering the water?
2. If we are using a mixing valve, Please provide the Make, Model and Location

ANSWER

Bradley S-19-2000, Architect to provide the location.

Install the mixing valve to supply lines below sinks. ADA knee clearance is to be maintained, typical.
CSDA, JA...032618

Response Provided By:	<u>Vazgen Ohanian</u>	<u>CDME,Inc.</u>	<u>3-12-18</u>
	Name	Company	Date

Question Initiated By: Bob Zio - City Commercial Plumbing Inc - Author Number: 19
Submitted By: Bob Zio - City Commercial Plumbing Inc



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 143

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 03-07-18

Discipline: Architectural

Subject: Eye wash station in science lab

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Do science labs require eyewash station? If so, Please provide product data and detail

ANSWER

Response:

Yes, provide Haws eyewash model 7620 to be use with the approval faucet. Bulletin to be issue

The classroom have hot water per CD

Responded by Jose Arche, CSDA on 03/07/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
City Commercial Plumbing Inc	Bob Zio	3/8/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Sahithya Mavillapalli - Bernards

Submitted By: Sahithya Mavillapalli - Bernards



REQUEST FOR INFORMATION

RFI No.: 143

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.
Subject: Eye wash station in science lab

Date: 03-02-18
Discipline: Architectural

Response Requested By:

DRAWINGS & SPECIFICATION REFERENCES		
Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Do science labs require eyewash station? If so, Please provide product data and detail

ANSWER

Yes, provide Haws eyewash model 7620 to be use with the approved faucet.
Bulletin to be issue.

This classroom have hot water per CD.

Response Provided By:	<u>Jose Arche</u>	<u>CSDA</u>	<u>03/07/2018</u>
	Name	Company	Date

Question Initiated By: Sahithya Mavillapalli - Bernards
Submitted By: Sahithya Mavillapalli - Bernards



#270
model 7620

Faucet Mounted Eyewash AXION® eyePOD®

FEATURES & BENEFITS

ACTIVATION

Easy one motion rotation (in either direction) to activate/deactivate the use of the unit.

THERMOSTATIC PROTECTION

Thermostatic protection that will protect the user from water over 100° F (37.8° C) by shutting off the eyewash.

INSTALLATION

Easy to install on a wide variety of sink faucets (not included) using a standard 55/64-27 thread stainless steel faucet connection, along with four additional adaptors provided (15/16-27 male, 13/16-27 male, 3/8-18 male and 13/16-24 female).

FINISH

The stainless steel construction is rugged enough for any industrial application, and the polished surface is cosmetically suited for any professional office setting.

EYEWASH

AXION® eyePOD® eyewash head (patent pending) uses an inverted directional laminar flow to sweep contaminants away from the vulnerable nasal cavity.



SPECIFICATIONS

Model 7620 AXION® eyePOD® faucet mounted eyewash (patent pending). Constructed of stainless steel with a polished finish, the unit shall feature inverted directional laminar flow which achieves zero vertical velocity supplied by an integral .9 gpm (3.4 L) flow control. The faucet outlet flows at .5 gpm (1.9 L). The standard faucet connection is 55/64-27 stainless steel female thread, along with four additional adapters; 15/16-27 male, 13/16-27 male, 3/8-18 male and 13/16-24 female. An optional 1 gpm (3.8 L) laminar flow faucet outlet is also supplied. A thermostatic shutoff is used for water temperatures over 100° F (37.8° C). Operating pressure; 30-90 psi (2.1 - 6.2 bar). Dim; Diameter 3.5 in. (8.9 cm), height (from top to faucet outlet) 2 in. (5 cm)

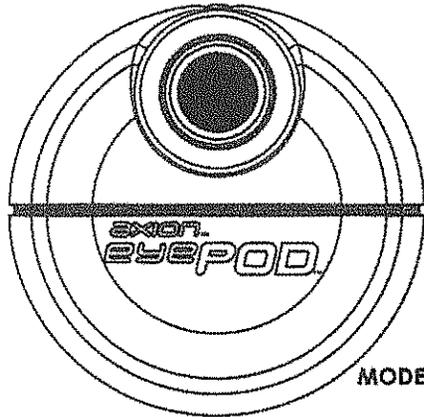
OPTIONS

For more information, visit www.hawsc.com or call (888) 640-4297.

APPLICATIONS

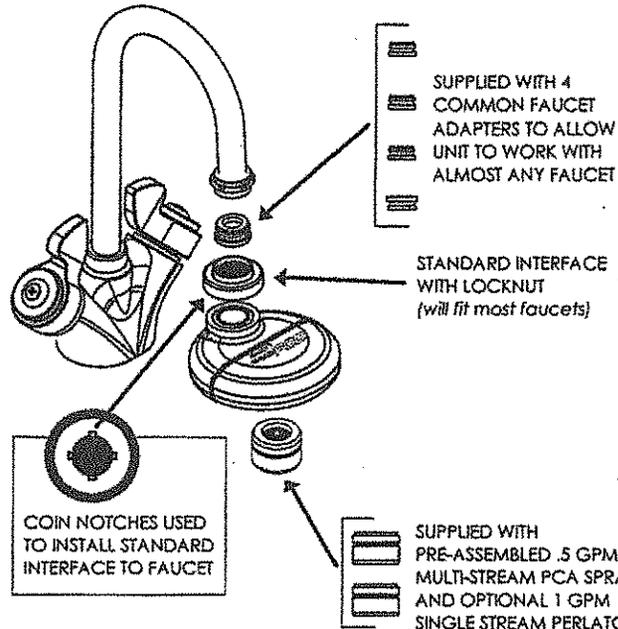
Where safety is of the utmost importance and the eyes of any person may be exposed to injurious or corrosive materials, suitable facilities for quick flushing and cleansing of the eyes be provided within the work area for immediate emergency use. Model is Certified by CSA to meet the ANSI Z358.1 (provided input water is within tepid temperature range) and ASME A112.18.1/CSA B125.1 standards for Emergency Eyewash and Shower Equipment. Product is compliant to NSF 61 and California Health and Safety Code 116875 (AB 1953) and NSF/ANSI 372, along with current Federal Regulations for the disabled including those in the Americans with Disabilities Act when properly installed on an ADA compliant faucet/sink with knee clearance installation.





MODEL 7620

HAWS CORPORATION
 1455 KLEPPE LANE, SPARKS, NV 89431
 775.359.4712 +1.888.640.4297
 www.axioneyepod.com



EASY INSTALLATION

1. REMOVE AERATOR FROM YOUR FAUCET.
 2. CHOOSE AND INSTALL THE APPROPRIATE ADAPTER BY THREADING IT ON TO YOUR FAUCET, IF NECESSARY. (THE STANDARD INTERFACE ON THE eyePOD™ WILL FIT MOST FAUCETS).
 3. REMOVE LOCKNUT AND STANDARD INTERFACE AND INSTALL THEM ON TO YOUR FAUCET TOGETHER USING COIN SLOTS. A QUARTER WORKS WELL.
 4. THREAD THE LOCKNUT BACK ONTO THE eyePOD™ MAKING SURE THAT THE eyePOD™ IS POSITIONED FACING FORWARD (As shown in Faucet Mode).
- NOTE: FAILURE TO INSTALL PROPERLY MAY AFFECT ITS PROPER FUNCTIONING.

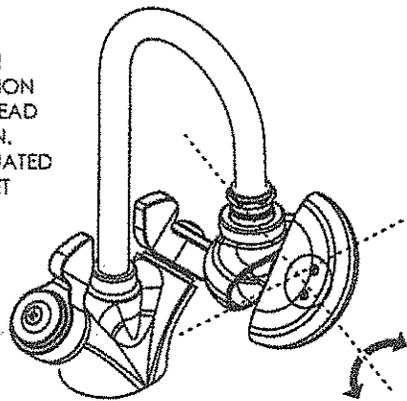
INSTALLATION AND USE NOTES

1. THE eyePOD™ IS DESIGNED FOR AND SHOULD ONLY BE USED WITH WATER BETWEEN 60°F (15°C) AND 100°F (37°C). IF ABOVE 100°F (37°C) THE EYEWASH STREAMS WILL BE SHUT OFF BY INTERNAL THERMO-STATIC VALVE.
 NOTE: USE OF THE PRODUCT WITH WATER OUTSIDE THE STATED TEMPERATURE RANGE MAY AFFECT ITS OPERATION AND RESULT IN A RISK OF SERIOUS BURNS OR REDUCE ITS EFFICIENCY.
2. THE eyePOD™ IS SELF DRAINING WHEN PLACED IN THE FAUCET MODE. IT SHOULD ALWAYS BE RETURNED TO THE FAUCET MODE AFTER EYEWASH USE TO ALLOW FOR DRAINAGE.
 NOTE: WHEN INSTALLING THIS UNIT, LOCAL, STATE, OR FEDERAL CODES SHOULD BE ADHERED TO.
 NOTE: ANSI Z358.1 COMPLIANT WHEN PROPERLY INSTALLED IN A WATER SYSTEM PROVIDING PROPER PRESSURE, VOLUME AND TEMPERATURE.

EASY TO USE ■ TURN ON FAUCET AND SELECT MODE OF OPERATION

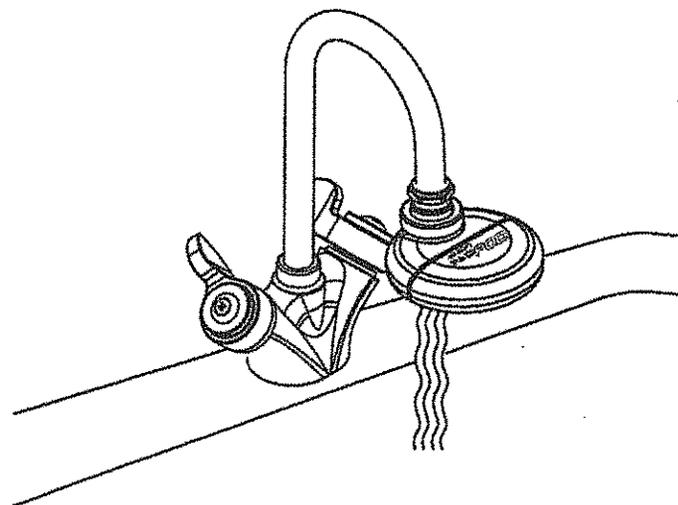
MODE SELECTION

THE eyePOD™ IS SWITCHED BETWEEN MODES OF OPERATION BY ROTATING THE HEAD IN EITHER DIRECTION. WATER IS STILL ACTUATED USING YOUR FAUCET CONTROLS.

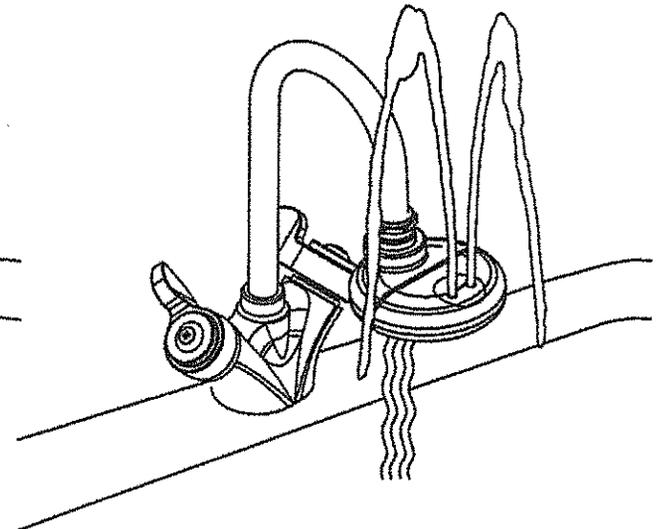


ROTATE IN EITHER DIRECTION

FAUCET MODE



EYEWASH MODE





CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 25 R0

Date: 4/30/2018

DESCRIPTION OF WORK

RFI 150 - Add 2" roof receptor and piping

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-3,697
	Subtotal:	-3,697

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
RFI 150 - Add 2" roof receptor and piping	City Commercial Plumbing Inc	3,697
	Subtotal:	3,697
Total Change Order Request Amount		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.



 Signature



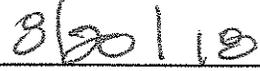
 Signature



 Printed Name & Title



 Printed Name & Title



 Date



 Date



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cahasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

April 3, 2018

TO: BERNARDS

ATTENTION: CARL MAGNESS, REBECCA MILLER

JOB NAME: MARSHALL ELEMENTARY

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#4

DESCRIPTION: RFI#150 - ADD 2" ROOF RECEPTOR AND RELATED PIPING.

*Roof Receptor submittal
also attached.*

TOTAL COST: \$3,697.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 1 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This is the cost to add the scope to our contract. This proposal is void unless a written Change Order is received within 30 calendar days from the date of this Extra Work Order Submittal. Please send a Subcontract Change Order if you would like us to proceed with the extra work. This change order represents the work described only in this proposal. If the proposal is incomplete, we reserve the right to revise our price. We encourage you to review the scope of work we are offering to make sure it is in line with the changes.

If an owner-initiated change order is not accepted and authorized, City Commercial Plumbing demands reimbursement for all costs incurred in the preparation of the quote. If you have any questions or need clarification please call.

Sincerely,
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder, Project Manager

Enclosures

CITY COMMERCIAL PLUMBING, INC.

16106 COHASSET STREET
 VAN NUYS, CA 91406
 (818) 785-1145

CONTRACTOR: BERNARDS
 555 FIRST STREET
 SAN FERNANDO, CA 91340

JOB NAME: MARSHALL ELEMENTARY
 2900 THURGOOD MARSHALL DR.
 OXNARD, CA 93036

CCP JOB NO.: 582

CHANGE ORDER NO. 4

RE: RFI#150 ADDED 2" ROOF RECEPTOR AND PIPING

LABOR:	WAGES	HOURS	TOTAL
GENERAL FOREM/ PLUMBER	106.84 90.35	4.00 24.90	427.36 2,249.72
TOTAL LABOR:			2,677.08
OTHER EXPENSE:			
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			532.19
LABOR TOTAL:			2,677.08
SUBTOTAL:			3,209.26
OVERHEAD/PROFIT:	15.00%		481.39
SUBTOTAL:			3,690.65
TEXTURA FEES:	0.18%		6.64
SUBTOTAL:			3,697.30
			3,697.30
ROUND UP/DOWN:			\$3,697.00

NOTES:
 SUBMITTAL IS INCLUDED FOR APPROVAL

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: MARSHALL ELEMENTARY
 2900 THURGOOD MARSHALL DR.
 OXNARD, CA 93036

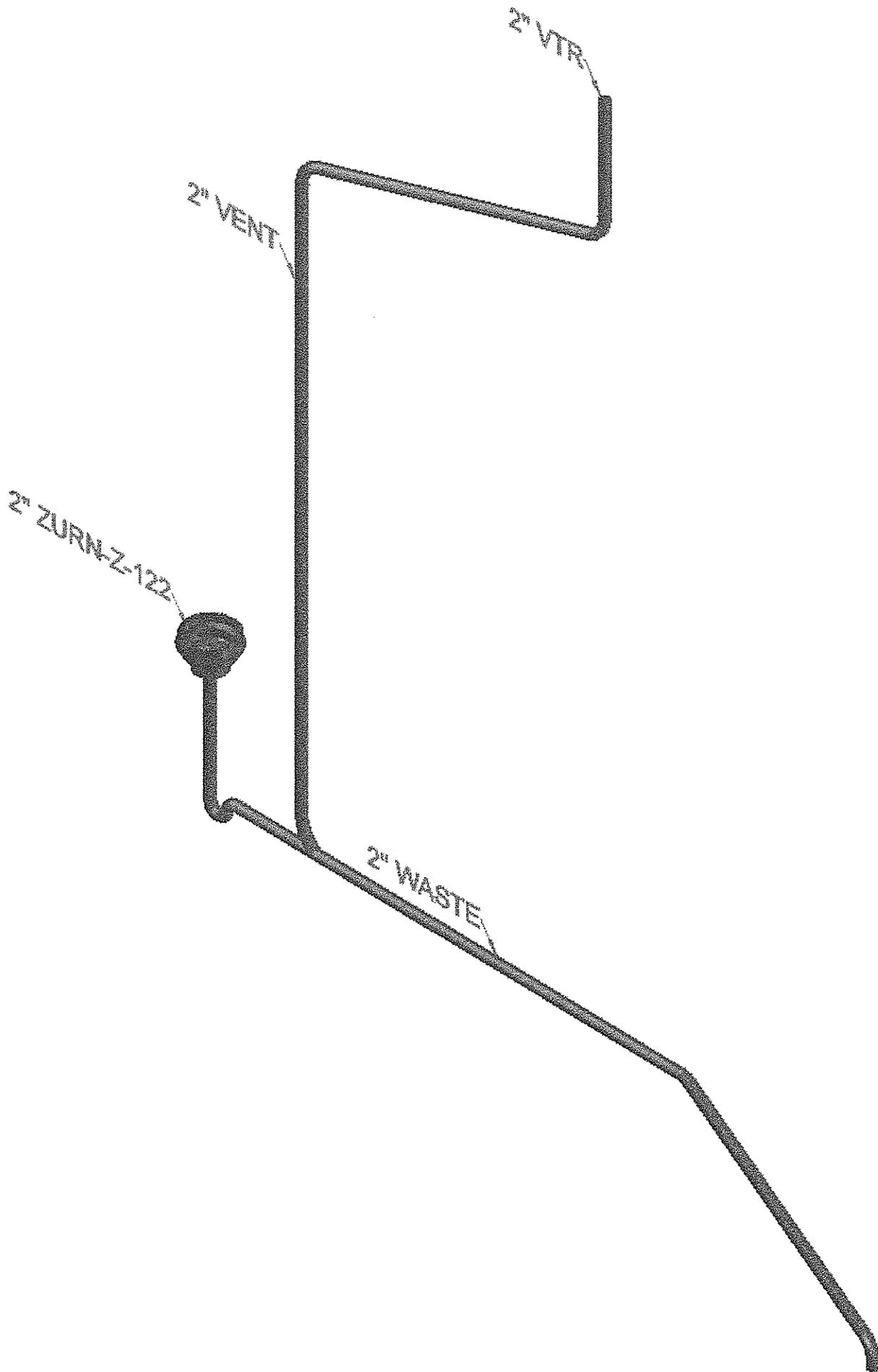
CCP JOB NO.: 582
 CHANGE ORDER NO. 4

RE: RFI#150 ADDED 2" ROOF RECEPTOR AND PIPING

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL		24.90		487.13
		GEN FRMN - ENG/COORDINATE/LAYOUT/CADD		4.00		
LABOR & MATERIAL TOTAL				28.90		487.13
SALES TAX:					9.25%	45.06
<u>TOTAL MATERIAL COST:</u>						532.19

NOTES

Item				Material		Field Labor	
Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
Section : Section 003: COR#4 - RFI#150, ADD 2" RR & PIPING							
Category : Category 041: C.I. SOIL NO HUB							
C.I. SOIL NO HUB	2"	PIPE-C.I. NO HUB	40	3.70	148.00	0.12	4.80
C.I. SOIL NO HUB	2"	P-TRAP	1	8.64	8.64	0.42	0.42
C.I. SOIL NO HUB	2"	1/4 BEND	2	5.96	11.92	0.39	0.78
C.I. SOIL NO HUB	Unsize	TESTING OF SYSTEM	1	Skip	0.00	2.00	2.00
C.I. SOIL NO HUB	2"	COMBINATION	1	8.64	8.64	0.57	0.57
C.I. SOIL NO HUB	2"	SANITARY TEE	1	8.21	8.21	0.56	0.56
C.I. SOIL NO HUB	2"	ROOF RECEPTOR	1	162.00	162.00	2.25	2.25
C.I. SOIL NO HUB	2"	COUPLING-N.H.	15	3.12	46.80	0.05	0.75
C.I. SOIL NO HUB	2"	1/16 BEND	1	5.26	5.26	0.37	0.37
C.I. SOIL NO HUB	2"	RISER CLAMPS	2	4.48	8.96	0.20	0.40
Subtotals for Category : Category 041: C.I. SOIL NO HUB					408.43		12.90
Category : Category 049: HANGER-R.CLAMP-ETC.							
HANGER-R.CLAMP-ETC.		3/8" SAMMY SWG25-380	10	1.97	19.70	0.70	7.00
HANGER-R.CLAMP-ETC.	2"	CLEVIS HGR.-BLK.	10	1.63	16.30	0.50	5.00
HANGER-R.CLAMP-ETC.	3/8"	ALL THREAD ROD	10	1.12	11.20	Skip	0.00
HANGER-R.CLAMP-ETC.	3/8"	HEX NUTS	30	0.79	23.70	Skip	0.00
HANGER-R.CLAMP-ETC.	3/8"	WASHER-FLAT-ROUND	30	0.26	7.80	Skip	0.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.					78.70		12.00
Subtotals for Section : Section 003: COR#4 - RFI#150, ADD 2" RR & PIPING					487.13		24.90
Grand Totals					487.13		24.90





REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 150

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 03-28-18

Discipline: Architectural

Subject: Roof Receptor

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Per BIM Coordination meeting (See attached) lower roof over Restrooms 2nd level add Roof receptor for hot water heater t & P and condensate, Please clarify

ANSWER

Response:

Run a line to the nearest drain line in the girls toilet and connect

PEOR recommendation

Response from Jose Arche, CSDA on 03-27-2018

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
City Commercial Plumbing Inc	Bob Zio	3/28/2018

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: William Van Zee - Bernards

Submitted By: William Van Zee - Bernards



REQUEST FOR INFORMATION

RFI No.: 150

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.
Subject: Roof Receptor

Date: 03-09-18
Discipline: Architectural

Response Requested By: 03-16-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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QUESTION

Per BIM Coordination meeting (See attached) lower roof over Restrooms 2nd level add Roof receptor for hot water heater t & P and condensate, Please clarify

ANSWER

Run a line to the nearest drain line in the girls toilet and connect.

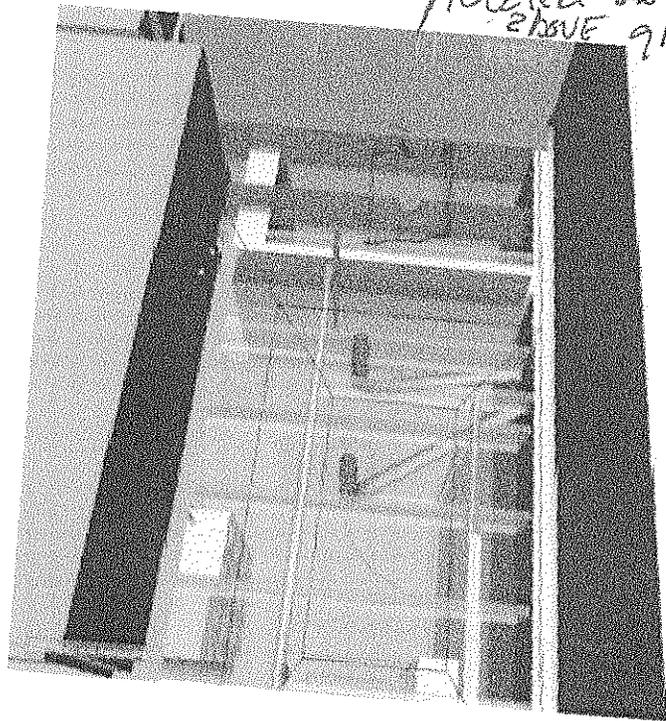
PEOR, recommendation.

Response Provided By: Jose Arche CSDA 03-27-18
 Name Company Date

Question Initiated By: William Van Zee - Bernards
Submitted By: William Van Zee - Bernards

238. Roof receptor

1 located on low roof.
2 have girls changing Rm #114





CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 27 R0

Date: 4/30/2018

DESCRIPTION OF WORK

CCD 20 Revise holddown columns

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-15,431
	Subtotal:	-15,431

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
CCD 20 Revise holddown columns	C. A. Buchen Corp	15,431
	Subtotal:	15,431

Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.



 Signature
 Jose Arche CSDA

 Printed Name & Title
 08/29/18

 Date



 Signature
 Rebecca Miller, Project Manager

 Printed Name & Title
 8/29/18

 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 #100004833

Date: April 25, 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:

*****FIFTEEN THOUSAND FOUR HUNDRED THIRTY ONE & 00/100 DOLLARS***** (\$15,431.00)
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 #09 Job #A190
Architect: Sheet Numbers:

SCOPE OF WORK:

Re: Revising holddown columns RFI 128, 128R and CCD 020 (Per incorrect detail used by SEOR in RFI#128 response)
Per submittal 049-051200-0 approvers holddown column comments referred to detail 19/AS-600F. This detail shows a (beam per plan). As a result we submitted new drawings for review 2/12/18 with saddles. RFI 128 clarified no saddles, RFI 128R referred to detail 15/S-600 bolted holddown detail at 2nd floor which indicates top of column to bottom of wood plates. Per CCD 020 elevation of 10 columns required to be cut down 14" to bottom of floor joist. Add 10 piece 1/4 X 4 X 3 angle bracket and 10 piece 1/4 X 4 X 4 angle brackets. Mag drill new holes in columns for HD 19. Scope also includes job site meeting and review 4/2/18 and to revise detailing of columns for 3rd time for as builds due to lack of specific details on plans and misrepresentation of corrections on approval drawings & RFI's

*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 Gou-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, Jowl 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.

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 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 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 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 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 slow-downs, 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:

- Provide adequate foundations of proper height, any required wood blocking and/or wood backing for horizontals, 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.
- 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.
- 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.
- Remove any overhead obstructions to erection, including wires, before arrival of Seller's equipment at the site.
- 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:

- Material only: Net 10th for material delivered the previous month.
- 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.
- 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.
- 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.
- Unit paid for, the title to and ownership and right of reposition 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.
- 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 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: _____

				Date: 04/24/18
Marshall Elementary School				
SNC COR	1a	SUBJECT: REVISED WOOD TO COLUMN CONNECTION PER REPLY TO SNC RFI#009 (RFI128R) & CCD018		
		FROM: REV 0 ISSUE	DATE:	04/24/18
DESCRIPTION		HOURS	REMARKS	
a.	E101 & E102	REMOVED CLOUDS PER REPLY TO SNC RFI# 009 (BERNARDS RFI 128R)	4	
b.	102C2, 103C1, 104C3, 105C1, 106C2, 110C3, 110C4, 125C1, 126C3, 127C1, 127C2, 127C3, 127C4	<p>>PER DESIGN WE USED TYPICAL SECT. PER DET. 13/S-700 (2- L'S CONNECTION @ WOOD JOISTS AS THERE IS NO GLB ON PLAN PER S-212)</p> <p>>APPROVAL COMMENT STATES DET. 19/A-600F SHOULD BE USED, SADDLE PL'S OVER HSS COLUMN FOR GLB CONNECTION</p> <p>>SNC RFI-009 (BERNARDS RFI 128) REPLY SAYS TO REMOVE ANGLES BECAUSE THEY WOULD CONFLICT W/ HD CONNECTION SHOWN ON 19/A-600F</p> <p>>RFI 128R WAS SENT TO CLARIFY THE ENGINEER'S RESPONSE WHICH SHOWS A MODIFIED DETAIL 15/S-600 WHICH WE FOLLOWED.</p>	84	LARCO CO REQ. # 09
c.	E107, E108, 123FR1	NEW HSS8x4x.25 BEAM @ CANOPY PER CCD#018 /SK-01 TO 03	12	
Subtotal Revision:		100.00 hours		
TOTAL REVISION MAN HOURS			100	

C.A. Buchen Corp.

Change Order Backup

To: Bernards Builders

Regarding project:

Attn: Rebecca Miller

Marshal E.S

Job#: SE-A190

Date: 4/25/2018

Request for change order # 09

1	<u>Project coordination</u>	8	hr @	\$ 80.00		\$640
2	<u>Field measure</u>	7	hr @	\$ 80.00		\$560
3	<u>Detailing</u>	84	hr @	\$ 80.00		\$6,720
4	<u>Shop labor</u>	5	hr @	\$ 86.40		\$432
5	<u>Ironworker</u>	44	hr @	\$ 86.40		\$3,802
7	<u>Materials:</u>					
	# W.F			\$ 0.60 /lb		\$0
8	# PL/HSS				/lb	
9	Angle	50		\$ 0.75		\$38
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>					
	Cane Bolts			\$ -		\$0
13	Casters			\$ -		\$0
14	Hinges			\$ -		\$0
15	Deck			\$ -		\$0
16	Mesh Panels			\$ -		\$0
17	<u>Delivery&Pickup</u>	1	round trip	\$ 320.00		\$320
	<u>Semi Delivery</u>		round trip	\$1,100.00		\$0
18	Crane		hr @	\$ -	varies	\$0
19	Crane in/out			\$ -	vary per crane size	\$0
20	Man lift		day @	\$ -	varies	\$0
21	8K - Fork lift		day @	\$ 300.00	plus delivery	\$0
22	<u>Field equip:</u>					
	Stick weld		hr @	\$ 20.00	(250cc)	\$0
23	Innershield	7	hr @	\$ 25.00	(300- 400cc)	\$175
24	F.P. inshield		hr @	\$ 25.00	(650cc)	\$0
25	Grinder	3	hr @	\$ 2.00		\$6
26	<u>Working field truck w/tools</u>	22	hr @	\$ 25.00		\$550
27	Maq Drill	19	hr @	\$ 5.00		\$95
28	Burning outfit	6	hr @	\$ 13.00		\$78
29	<u>Special equipment</u>		hr @	\$ 9.00	Air-arc	\$0
30	<u>Special equipment</u>		day @	\$ 70.00	Fire blanket shield	\$0
						Subtotal \$13,415
	<u>Tax on materials & galvanizing (9.5%)</u>					\$4
	Profit & Overhead		15%			\$2,013
						Total this change order \$15,431

(cabco) 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 4-10-18
 Location Oxnard Cabco Job No. SE-A190
 Contractor Bernards Contractor Job # _____

EMPLOYEE NAME	FOREMAN	JOURNEY-MAN	APPREN-TICE	HOURS WORKED		
				ST	OT	2T
Don T	✓			6		
Ramon		✓		6		
TOTAL HOURS				12		

DESCRIPTION OF WORK/EQUIPMENT (Repair/CCD 0201)

(1-field truck), Delivered angles for columns HD, used torch setup cut the top of Colun # 102C2, 125C1, 126C3, 103C1, 105C1, 125C3, 128C2 7 total, drilled 6 new holes with mag drill, shot in etc for col heights to cut down.

CONTRACTOR'S SUPERVISOR:

Will Van Zee
 PRINTED NAME

Will Van Zee
 SIGNATURE





REQUEST FOR INFORMATION

RFI No.: 128 R

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.
Subject: GLB information clarification

Date: 02-13-18
Discipline: Structural

Response Requested By: 02-20-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Per RFI128 Response, please confirm / clarify the following:

- 1) ¼"x 4"x 4" angle to be removed from these columns and holes added per attached sketch. Please approve sketch
- 2) See list of columns affected by RFI 128, several of which were not corrected on the shop drawing submittals. Please confirm the list below.

Columns:

102C2 (CONFIRMED)

125C1 (CONFIRMED)

106C2 no connection for HD shown on submittal? (CONFIRMED)

126C3 no connection for HD shown on submittal? (CONFIRMED)

103C1 (CONFIRMED)

105C1 (CONFIRMED)

125C3 (CONFIRMED)

125C2 no correction for HD shown on submittal? (CONFIRMED)

127C3 One column only GL 19 and 3' 10" south of GL "E". (CONFIRMED)

127C3SNC Detailing. One column north of GL "D" & 19 is not an HD column. No shearwall/holddown above. Use angles

110C3 One column only GL 19 and 9' 8 ½" south of GL "E". (CONFIRMED) at this column.

127C1 Two columns (CONFIRMED)

127C2 (CONFIRMED)

ANSWER

NC Response:

Sketch appears to be in general conformance with contract documents. Please note that some locations require (2)HD's

See above for confirmation on various column locations.

By: DY/NC 02/13/18

Response Provided By: _____

Name	Company	Date
------	---------	------

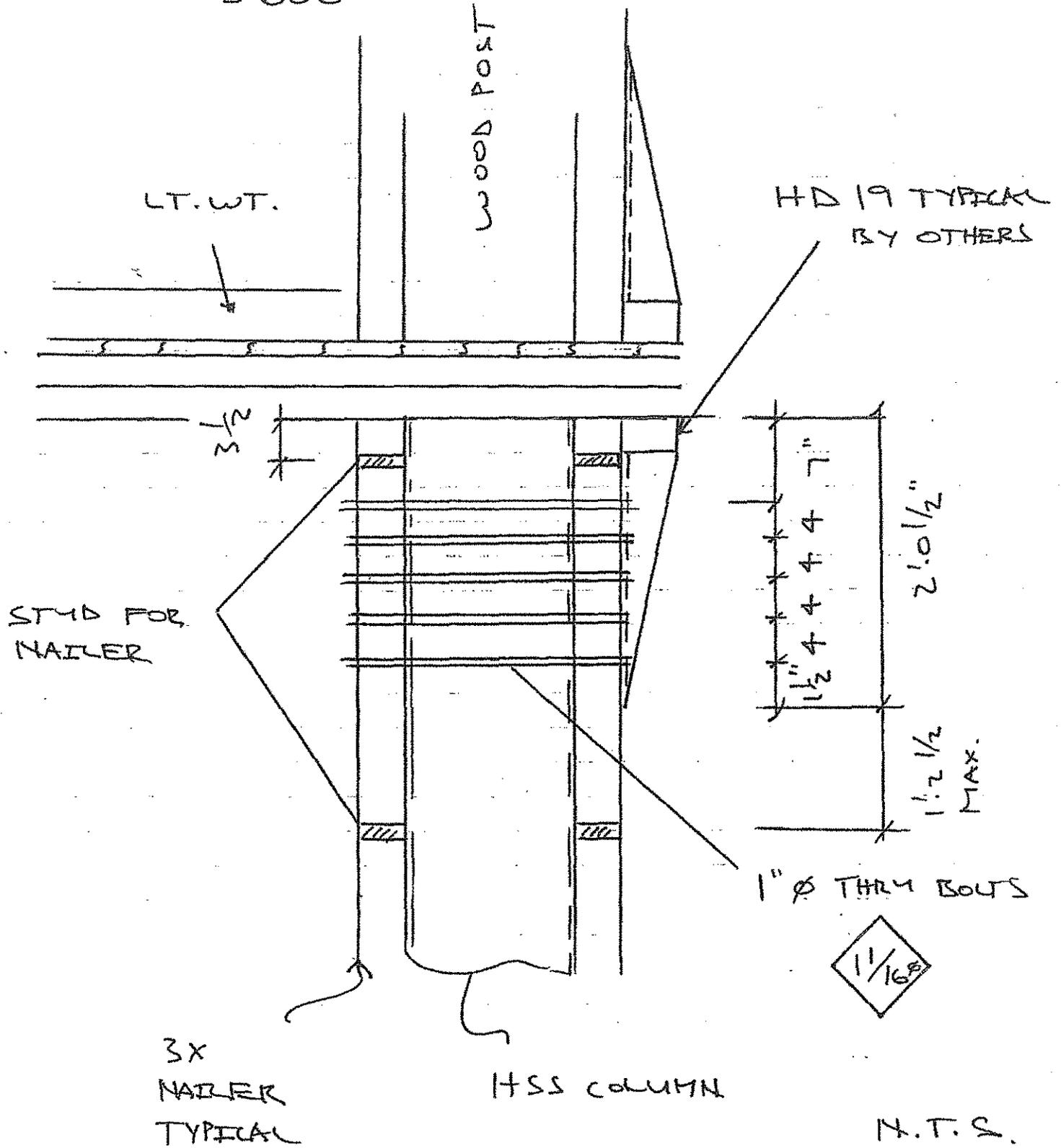
Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 18

Submitted By: Jack Furdek - C. A. Buchen Corp

JUS " A170 6-12-18

RE: RFI 128 RESPONSE

REF. DETAIL 15/ (BOLTED HLDN DETAIL @ 2ND FLOOR)
S-600



cabco c.a. buchen corp.

9231 glenooks blvd. sun valley, california 91352-2688 (818) 767-5408 • fax (818) 767-8654

Job Name Marshall Elementary Date of Work 4-11-18
 Location Oxnard Cabco Job No. SE-A190
 Contractor Bernards Contractor Job # _____

EMPLOYEE NAME	FOREMAN	JOURNEY-MAN	APPRENTICE	HOURS WORKED		
				ST	OT	2T
Don	✓			6	CCD 020	
Ramon		✓		6	CCD 020	
TOTAL HOURS				12		

DESCRIPTION OF WORK/EQUIPMENT (Repair - CCD 020)

1-Field Truck. Heavy work on layout of holes on columns, mag drilling
holes on column #10222, 125C1, 12603, 10301, 10602, 125C1, 12503, 12502.
ground down top of columns with grinder, started weld on 4x6 angles on the
columns - made layout of column attachment HSS 5x5x1/4

CONTRACTOR'S SUPERVISOR:

Will [Signature] PRINTED NAME [Signature] 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 Elementary Date of Work 4-12-18
 Location Oxnard Cabco Job No. SE-A190
 Contractor Bernard Contractor Job # _____

EMPLOYEE NAME	FOREMAN	JOURNEY-MAN	APPREN-TICE	HOURS WORKED		
				ST	OT	2T
Don T	✓			1	STUBS	
Ramon		✓		1	STUBS	
Don				5	CCD020	
Ramon				5	CCD020	
TOTAL HOURS				16		

DESCRIPTION OF WORK/EQUIPMENT:

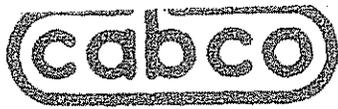
one field tank, hand welded Scaff on down #12521, welded 4x4x4 angles on HD #10222, 12861, 12863, 10323, 10323, 12502, Jo. Rod on down #11003, 11004, Put on New HSS5AS column on tank 11003 welded on ins. Painted. Spend a part of the day on the project.

CONTRACTOR'S SUPERVISOR:

Will
 PRINTED NAME

[Signature]
 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 4-13-18

Location Oxnard Cabco Job No. SE-A190

Contractor Bernard Contractor Job # _____

EMPLOYEE NAME	FOREMAN	JOURNEY-MAN	APPREN-TICE	HOURS WORKED		
				ST	OT	2T
Don T	✓			2	STUBS	
Ramon		✓		2	STUBS	
Don				5	CCD 020	
Ramon				5	CCD 020	
TOTAL HOURS				14		

DESCRIPTION OF WORK/EQUIPMENT: Repair - CCD 020

Field work hand welded studs on columns #104C3 & 106C3^{SE}
drilled holes, with dte from yesterday welded with DS to columns
used torch set up on truck cut the tops of 3 columns #104, 127C3

CONTRACTOR'S SUPERVISOR:

[Signature]
PRINTED NAME

[Signature]
SIGNATURE



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, #020	Date Submitted: 03/22/18	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (20 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 project.

Brief description of construction change (attach additional sheets if needed):
 Revised and response to CCD20_Dis1 and added detail 11/S-600 for reference only.
 Also uploaded CCD20_Dis with response to comments by EOR for reference only (03-116806_140_18_DIS1-NC Response).

List of DSA approved drawings affected by this CCD: Partial plan & det. S-212,9/S-600C,15/S-600,18/S-600

DSA USE ONLY		DSA Stamp
SSS <u>A. Widjaja</u> Date <u>03/31/2018</u> <u>Approved</u> Disapproved / Not Req'd	For business office use only Date Sent _____ Return By _____ Delivery Method _____	
FLS <input checked="" type="checkbox"/> Date _____ Approved / Disapproved <u>Not Req'd</u>		
ACS <input checked="" type="checkbox"/> Date _____ Approved / Disapproved <u>Not Req'd</u>		
Remarks: <u>DSA APPROVAL IS FOR THE CLOUDED PORTION ONLY.</u>		

PCL XL Error

Subsystem:

I/O

Error:

InputReadError

Operator:

ReadImage

Position:

51194

JOB #A190 4-9-18

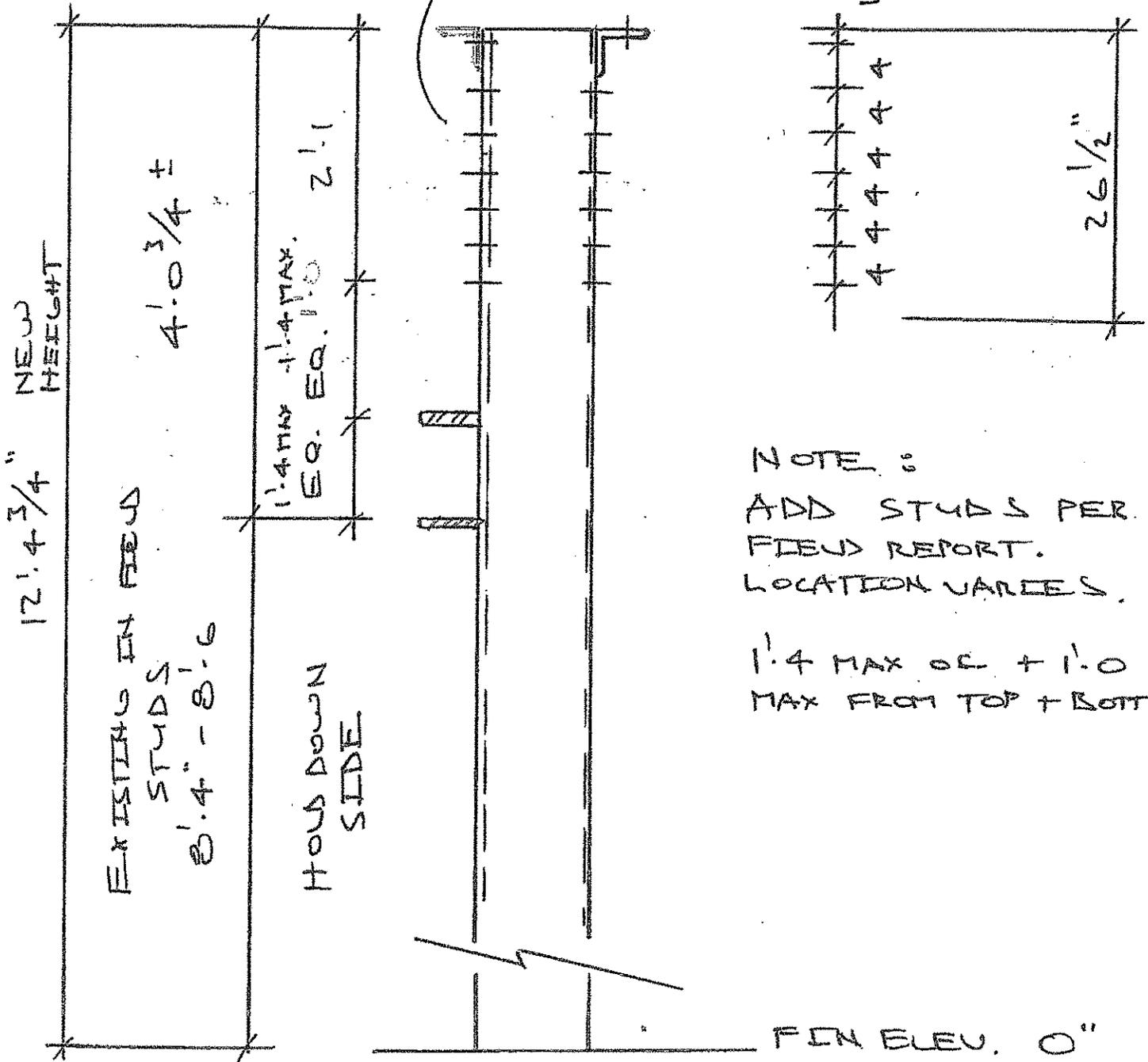
STUD LAYOUT FOR COLUMNS : 102C2, 125C1, 126C3

103C1, 105C1, 125C3, 125C2, 127C5, 127C3, 110C4

ADD 1/4" X 1/4" X 3" X 1/4"

ANGLES PER REF RFI :
184 REL. 4-17-18

REF 184 REL. 4-17-18 (NOT RECD...)
PLEASE CONFIRM IF STUDS ARE
REQUIRED. HOLD DOWN SHOULD
REPLACE REQ. STUDS



NOTE :

ADD STUDS PER
FIELD REPORT.
LOCATION VARIES.

1'-4" MAX OR + 1'-0"
MAX FROM TOP + BOTTOM

FIN ELEV. 0"

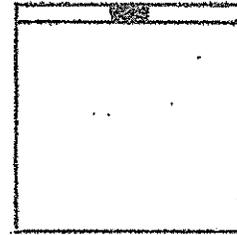
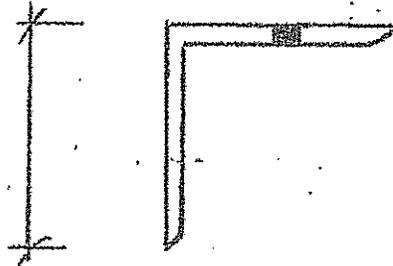
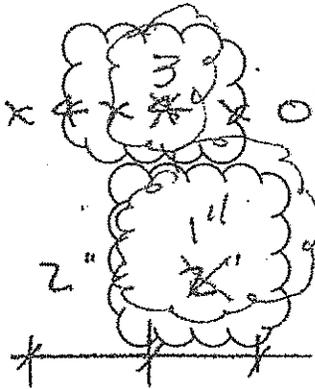
Revised for HD side column / framing clips 04/13/18 wvz

JOB # A190 4-9-18

12
* 1/2" PC
ANGLES

1/4" x 3/4" x 0.4"

1 1/16" Ø



COLUMNS

- 102 C2
- 125 C1
- 126 C3
- 103 C1
- 105 C1
- 125 C3
- 125 C2
- 127 C5
- 127 C3
- 110 C4

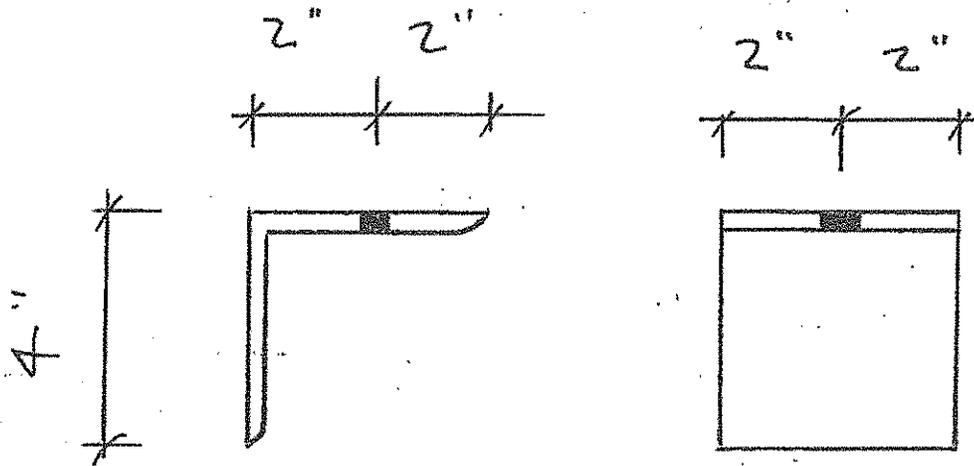
HOLD COLUMN 127 C1 + 127 C2 PENDING CCD

BERNARD S MARSHALL E.S.

CE D 020

JOB # A190 4-9-18

10 PC ANGLES $\frac{1}{4} \times 4 \times 4 \times 0.4$ $\frac{1}{16}$ " ϕ



COLUMNS
102 C2
125 C1
126 C3
103 C1
105 C1
125 C3
125 C2
127 C5
127 C3
110 C4

HOLD COLUMN 127 C1 + 127 C2 PENDING CCD

2-PC RELEASES 4-13-18



HOURLY LABOR COST RATES

Sub/Contractor: C. A. BUCHEN CORP. **Trade:** STRUCTURAL & MISC STEEL
Date: 11/10/17 **Classification:** IRONWORKER - JOURNEYPERMAN
Project: MARSHALL ELEMENTARY SCHOOL
Rate Effective Through: TBD **Union:** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 36.00	\$ 54.00	\$ 72.00
Vacation & Holiday Accrual	\$ 4.00	\$ 4.00	\$ 4.00
Hourly Taxable Wage Costs Subtotal	\$ 40.00	\$ 58.00	\$ 76.00
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.48	\$ 3.60	\$ 4.71
Medicare	\$.58	\$.84	\$ 1.10
FUI	\$.24	\$.35	\$.46
SUI	\$ 2.48	\$ 3.60	\$ 4.71
Workers Compensation Insurance	\$ 8.59	\$ 12.45	\$ 16.31
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 14.37	\$ 20.84	\$ 27.29
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 9.55	\$ 9.55	\$ 9.55
Pension & Retirement (or equivalent)	\$ 13.32	\$ 13.32	\$ 13.32
Training (or equivalent)	\$ 3.59	\$ 3.59	\$ 3.59
Hourly Benefits Subtotal	\$ 26.46	\$ 26.46	\$ 26.46
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 80.83	\$ 105.30	\$ 129.75

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



**REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION**

RFI No. : 128

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 02-12-18

Discipline: Structural

Subject: GLB information clarification

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Design Drawings S-212 (See SK-009-C) does not indicate that there is a glulam beam over for these columns. So, our drawings for approval used detail 13/S-700 (SK-009-D). However, approver changed it to 19A/S-600F (SK-009-E). Please provide size and orientation of the glulam beam

ANSWER

Response:

The shop drawings indicated angles at the top of columns in question. The intent is not to provide additional glulam beams but rather to remove the angles because they would conflict with the bolted HD connection shown in 19A/S-600F.

Refer to 2nd Floor Framing Plan S-212 which shows HD's above the 1st floor columns. Provide holes in columns as shown in referenced detail to allow for stacking HD connections

By: DY/NC 02/12/18

Note to Contractor: In order to achieve referenced detail above, HDU's may need to be replaced by HD19 for bolting.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
C. A. Buchen Corp	Jack Furdek	2/12/2018
JF Construction Corp	John Ferrante	2/12/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 17

Submitted By: Jack Furdek - C. A. Buchen Corp



REQUEST FOR INFORMATION

RFI No.: 128

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.
Subject: GLB information clarification

Date: 02-06-18
Discipline: Structural

Response Requested By: 02-13-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Design Drawings S-212 (See SK-009-C) does not indicate that there is a glulam beam over for these columns. So, our drawings for approval used detail 13/S-700 (SK-009-D). However, approver changed it to 19A/S-600F (SK-009-E). Please provide size and orientation of the glulam beam.

ANSWER

NC Response:

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Refer to 2nd Floor Framing Plan S-212 which shows HD's above the 1st floor columns. Provide holes in columns as shown in referenced detail to allow for stacking HD connections.

By: DY/NC 02/12/18

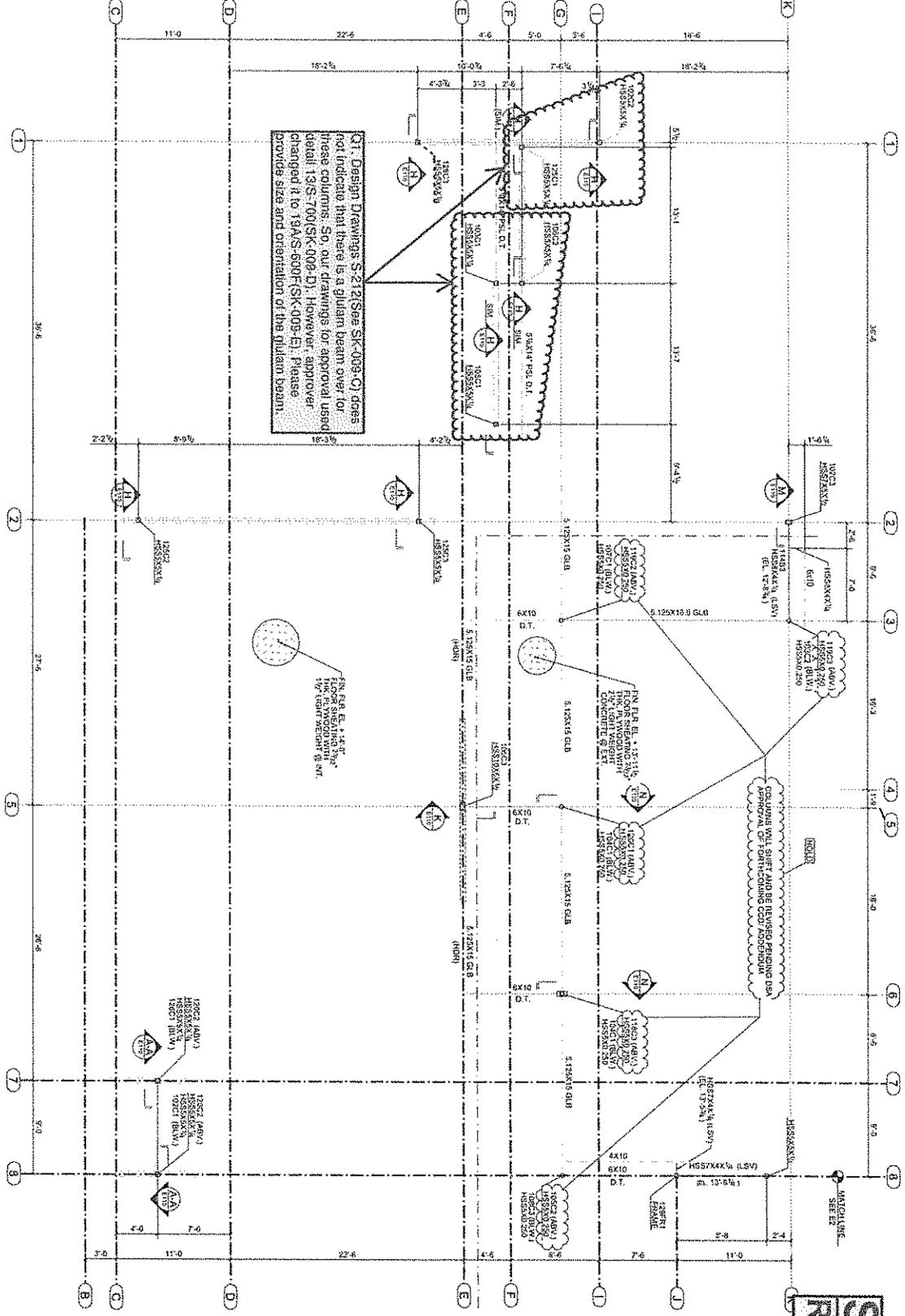
Note to Contractor: In order to achieve referenced detail above, HDU's may need to be replaced by HD19 for bolting.

Response Provided By: _____
 Name Company Date

Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 17

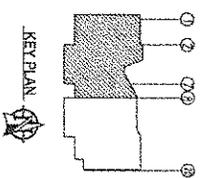
Submitted By: Jack Furdek - C. A. Buchen Corp

SK-009-A
REF: E101



FIN. FUR. E. + 1'-4" R.
FLOOR SWELLING 7/8"
1" (NET WEIGHT 8 WFT)

COLUIMN WALL BRIT AND BE REVISED PERIODIC DSA
APPROVAL OF FORTHCOMING CCD ASSEMBLY



NOTES:
1. ARCHITECT TO CONFIRM ALL DIMENSIONS AND ELEVATIONS SHOWN(TYP)
2. ARCHITECT TO CONFIRM ALL PART DIMENSIONS
3. DIMENSIONS ON FLOOR PLAN SHALL BE REVERSED
4. ALL DIMENSIONS SHALL BE REVERSED

PARTIAL 2ND FLOOR FRAMING PLAN



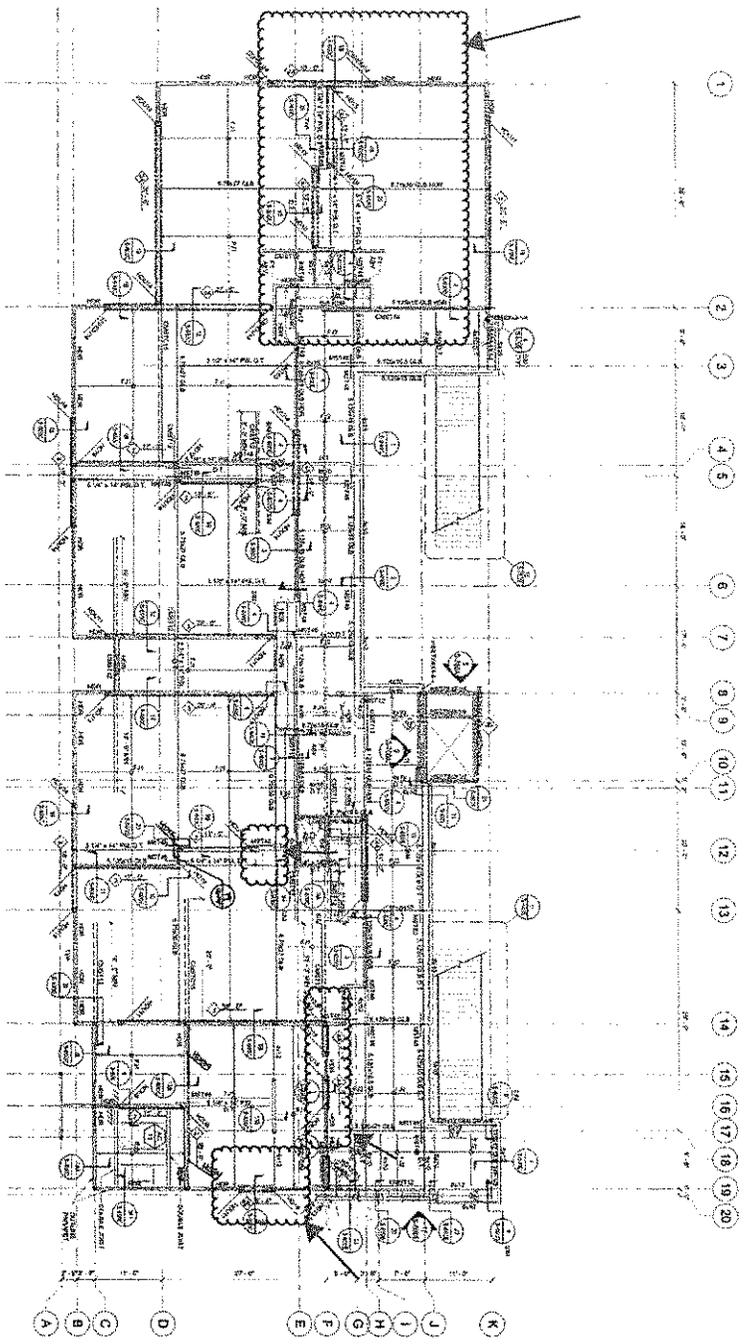
1. REFERENCE ELEV. = 0'-0" (GROUND FLOOR FINISH)
2. TOP OF STEEL ELEV. = SEE PLAN
3. REF. DWG. S-212

NO.	REV.	DESCRIPTION	DATE
1	1	ISSUED FOR PERMIT	10/15/10
2	2	ISSUED FOR PERMIT	10/15/10
3	3	ISSUED FOR PERMIT	10/15/10
4	4	ISSUED FOR PERMIT	10/15/10
5	5	ISSUED FOR PERMIT	10/15/10
6	6	ISSUED FOR PERMIT	10/15/10
7	7	ISSUED FOR PERMIT	10/15/10
8	8	ISSUED FOR PERMIT	10/15/10
9	9	ISSUED FOR PERMIT	10/15/10
10	10	ISSUED FOR PERMIT	10/15/10

cabco C.A. Barber Corp
2010 Cabot Road
San Jose, CA 95131-1514

PROJECT: **AMERICAN EMBASSY CENTER**
ADDRESS: **2010 CABOT ROAD, SAN JOSE, CA 95131**
DATE: **10/15/10**
DRAWN BY: **AMERICAN EMBASSY CENTER**
CHECKED BY: **AMERICAN EMBASSY CENTER**
DATE: **10/15/10**
SCALE: **AS SHOWN**
SHEET NO.: **E101**
TOTAL SHEETS: **10**

1 2ND FLOOR FRAMING PLAN
SCALE: 1/8" = 1'-0"



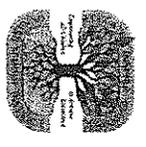
SK-009-C
REF: S-212

1. SEE SHEET SK-009-B FOR 1ST FLOOR FRAMING PLAN.
2. SEE SHEET SK-009-D FOR 3RD FLOOR FRAMING PLAN.
3. SEE SHEET SK-009-E FOR 4TH FLOOR FRAMING PLAN.
4. SEE SHEET SK-009-F FOR 5TH FLOOR FRAMING PLAN.
5. SEE SHEET SK-009-G FOR 6TH FLOOR FRAMING PLAN.
6. SEE SHEET SK-009-H FOR 7TH FLOOR FRAMING PLAN.
7. SEE SHEET SK-009-I FOR 8TH FLOOR FRAMING PLAN.
8. SEE SHEET SK-009-J FOR 9TH FLOOR FRAMING PLAN.
9. SEE SHEET SK-009-K FOR 10TH FLOOR FRAMING PLAN.
10. SEE SHEET SK-009-L FOR 11TH FLOOR FRAMING PLAN.
11. SEE SHEET SK-009-M FOR 12TH FLOOR FRAMING PLAN.
12. SEE SHEET SK-009-N FOR 13TH FLOOR FRAMING PLAN.
13. SEE SHEET SK-009-O FOR 14TH FLOOR FRAMING PLAN.
14. SEE SHEET SK-009-P FOR 15TH FLOOR FRAMING PLAN.
15. SEE SHEET SK-009-Q FOR 16TH FLOOR FRAMING PLAN.
16. SEE SHEET SK-009-R FOR 17TH FLOOR FRAMING PLAN.
17. SEE SHEET SK-009-S FOR 18TH FLOOR FRAMING PLAN.
18. SEE SHEET SK-009-T FOR 19TH FLOOR FRAMING PLAN.
19. SEE SHEET SK-009-U FOR 20TH FLOOR FRAMING PLAN.
20. SEE SHEET SK-009-V FOR 21ST FLOOR FRAMING PLAN.
21. SEE SHEET SK-009-W FOR 22ND FLOOR FRAMING PLAN.
22. SEE SHEET SK-009-X FOR 23RD FLOOR FRAMING PLAN.
23. SEE SHEET SK-009-Y FOR 24TH FLOOR FRAMING PLAN.
24. SEE SHEET SK-009-Z FOR 25TH FLOOR FRAMING PLAN.

CSSDA DESIGN GROUP
1000 14th Ave, Suite 4
Boulder, CO 80502
303.440.1200
www.cssdadesign.com



HISTORIAN CHAMBERLAIN
ARCHITECTS
1000 14th Ave, Suite 4
Boulder, CO 80502
303.440.1200
www.historianchamberlain.com



ONWARD SCHOOL DISTRICT
1000 14th Ave, Suite 4
Boulder, CO 80502
303.440.1200
www.onwardschools.org

MARSHALL NEW CLASSROOM BUILDING
Local 10000
1000 14th Ave, Suite 4
Boulder, CO 80502
303.440.1200
www.marshallnewclassroom.com

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	04/24
2	ISSUED FOR PERMITS	05/15
3	ISSUED FOR PERMITS	06/01
4	ISSUED FOR PERMITS	06/15
5	ISSUED FOR PERMITS	06/30
6	ISSUED FOR PERMITS	07/15
7	ISSUED FOR PERMITS	07/30
8	ISSUED FOR PERMITS	08/15
9	ISSUED FOR PERMITS	08/30
10	ISSUED FOR PERMITS	09/15
11	ISSUED FOR PERMITS	09/30
12	ISSUED FOR PERMITS	10/15
13	ISSUED FOR PERMITS	10/30
14	ISSUED FOR PERMITS	11/15
15	ISSUED FOR PERMITS	11/30
16	ISSUED FOR PERMITS	12/15
17	ISSUED FOR PERMITS	12/30
18	ISSUED FOR PERMITS	01/15
19	ISSUED FOR PERMITS	01/30
20	ISSUED FOR PERMITS	02/15
21	ISSUED FOR PERMITS	02/30
22	ISSUED FOR PERMITS	03/15
23	ISSUED FOR PERMITS	03/30
24	ISSUED FOR PERMITS	04/15
25	ISSUED FOR PERMITS	04/30

2ND FLOOR FRAMING PLAN
DATE: 04/24/10
DRAWN BY: [Signature]
CHECKED BY: [Signature]

S-212



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 128 R

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 02-13-18

Discipline: Structural

Subject: GLB information clarification

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification

Detail / Sub Section

Comments

QUESTION

RFI No. : 128 R

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 02-13-18

Discipline: Structural

Subject: GLB information clarification

Per RFI 128 Response, please confirm/ clarify the following:

- 1) ¼"x 4"x 4" angle to be removed from these columns and holes added per attached sketch. Please approve sketch
- 2) See list of columns affected by RFI 128, several of which were not corrected on the shop drawing submittals. Please confirm the list below.

Columns:

"104C3 Was left off original list"

102C2

125C1

106C2 no connection for HD shown on submittal?

126C3 no connection for HD shown on submittal?

103C1

105C1

125C3

125C2 no correction for HD shown on submittal?

127C3 One column only GL 19 and 3' 10" south of GL "E".

127C3SNC Detailing. One column north of GL "D" & 19 is not an HD column.

110C3 One column only GL 19 and 9' 8 ½" south of GL "E".

127C1 Two columns

127C2

Material on hold pending RFI 127 review:

103C2

114B3

Confirm buckets and orientation:

107C1

107C2

107C3

Checker could not locate beams at elevator ref. sheet E107:

115B1

115B2

Please verify studs on sheet 115.

Verify bottom plate connection for:

119C3

120C3



**REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION**

RFI No. : 128 R

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 02-13-18

Discipline: Structural

Subject: GLB information clarification

ANSWER

Response:

Sketch appears to be in general conformance with contract documents. Please note that some locations require (2) HD's

See the attachment for confirmation on various column locations

Responded by David Yool on 02/13/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
---------	---------	-----------

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: 18

Submitted By: Jack Furdek - C. A. Buchen Corp

Project: Marshall Elementary - New 6-8 Classroom Bldg.

REQUEST FOR INFORMATION

Job No. 1641.

3 of 3

Report Date: 2/22/2018



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 28 R0

Date: 4/30/2018

DESCRIPTION OF WORK

RFI 141 Holdown not shown on plans

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-482
	Subtotal:	-482

SUMMARY OF ALLOCATIONS

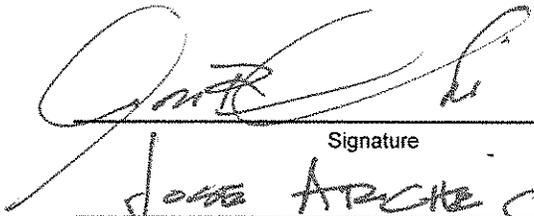
Item Description	Company	Amount Requested
Subcontract Costs		
RFI 141 Holdown not shown on plans	C. A. Buchen Corp	482
	Subtotal:	482

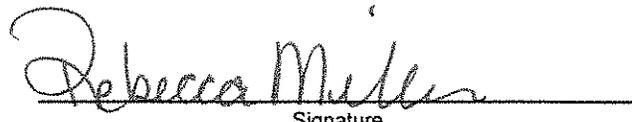
Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.


 Signature
 Joe Arce, CSDA
 Printed Name & Title
 8/20/18
 Date


 Signature
 Rebecca Miller, Project Manager
 Printed Name & Title
 8/20/18
 Date

To: Bernards Builders

Regarding project:

Marshal E.S

Attn: Rebecca Miller

Job#: SE-A190

Date: 4/18/2018

Request for change order # 10

Per RFI 141: Add 2X angle 8 X 4 X 1/2 for holddown columns 104C3 and 106C2 and revise holddown location. Not shown in contract documents.

1	<u>Project Engineering</u>	2	hr @	\$ 80.00		\$160
2	<u>Field measure</u>		hr @	\$ 80.00		\$0
3	<u>Detailing</u>	2	hr @	\$ 80.00		\$160
4	<u>Shop labor</u>	1	hr @	\$ 86.40		\$86
5	<u>Ironworker</u>		hr @	\$ 86.40		\$0
7	<u>Materials:</u>					
	<u># W.F</u>			\$ 0.60	/lb	\$0
8	<u># PL/HSS</u>				/lb	\$0
9	<u>Angle</u>	15	Lb	\$ 0.75		\$11
10	<u>M. Channel</u>			\$ 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>Crane</u>		hr @	\$ -	varies	\$0
19	<u>Crane in/out</u>			\$ -	vary per crane size	\$0
20	<u>Man lift</u>		day @	\$ -	varies	\$0
21	<u>8K - Fork lift</u>		day @	\$ 300.00	plus delivery	\$0
22	<u>Field equip:</u>					
	<u>Stick weld</u>		hr @	\$ 20.00	(250cc)	\$0
23	<u>Innershield</u>		hr @	\$ 25.00	(300- 400cc)	\$0
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>		hr @	\$ 25.00		\$0
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 \$418
	<u>Tax on materials & galvanizing (9.5%)</u>					\$1
	Profit & Overhead		15%			\$63
						Total this change order \$482
						\$482.00



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 141

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 03-01-18

Discipline: Structural

Subject: Column connection details

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-211		

QUESTION

Please provide specific detail for the saddle and HD bolt connection which appears to be in conflict with columns 104C3 @ GL 12 & D .75 and 106C2 @ GL's 1.5 & "F" .5. (See Attached sketch)

ANSWER

Response:

See revision to the sketch in SSK-141-01

Responded by David Yool on 02-28-2018

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
C. A. Buchen Corp	Jack Furdek	3/1/2018
JF Construction Corp	John Ferrante	3/1/2018

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: Jack Furdek - C. A. Buchen Corp - Author Number: 19

Submitted By: Jack Furdek - C. A. Buchen Corp



REQUEST FOR INFORMATION

RFI No.: 141

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.
Subject: Column connection details

Date: 02-28-18
Discipline: Structural

Response Requested By: 03-07-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-211		

QUESTION

Please provide specific detail for the saddle and HD bolt connection which appears to be in conflict with columns 104C3@ GL 12 & D .75 and 106C2 @ GL's 1.5 & "F" .5. (See Attached sketch)

ANSWER

NC Response:

See revision to contractor's sketch in SSK-141-01.

By: DY/NC 02/28/18

Response Provided By: _____
Name Company Date

Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 19

Submitted By: Jack Furdek - C. A. Buchen Corp

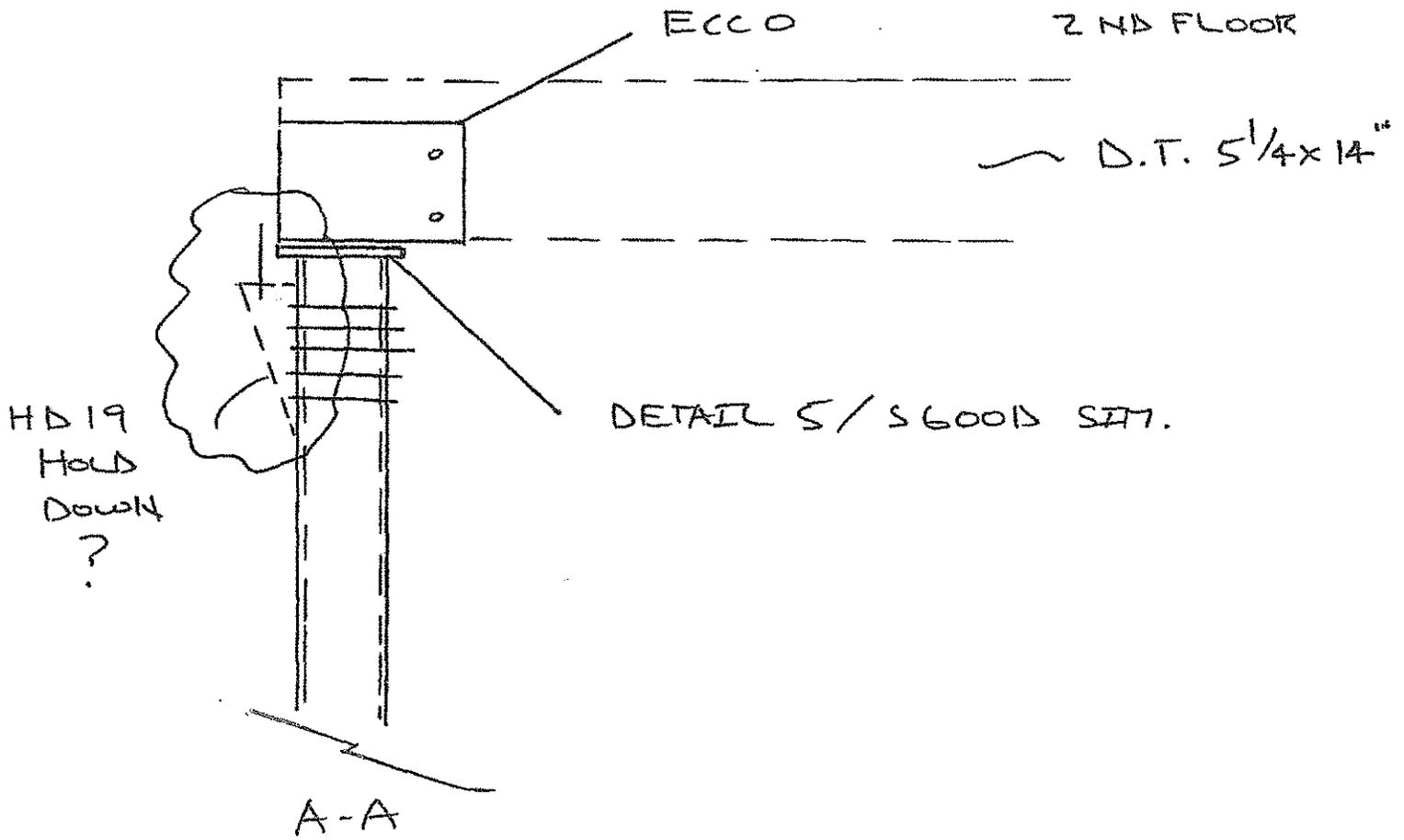
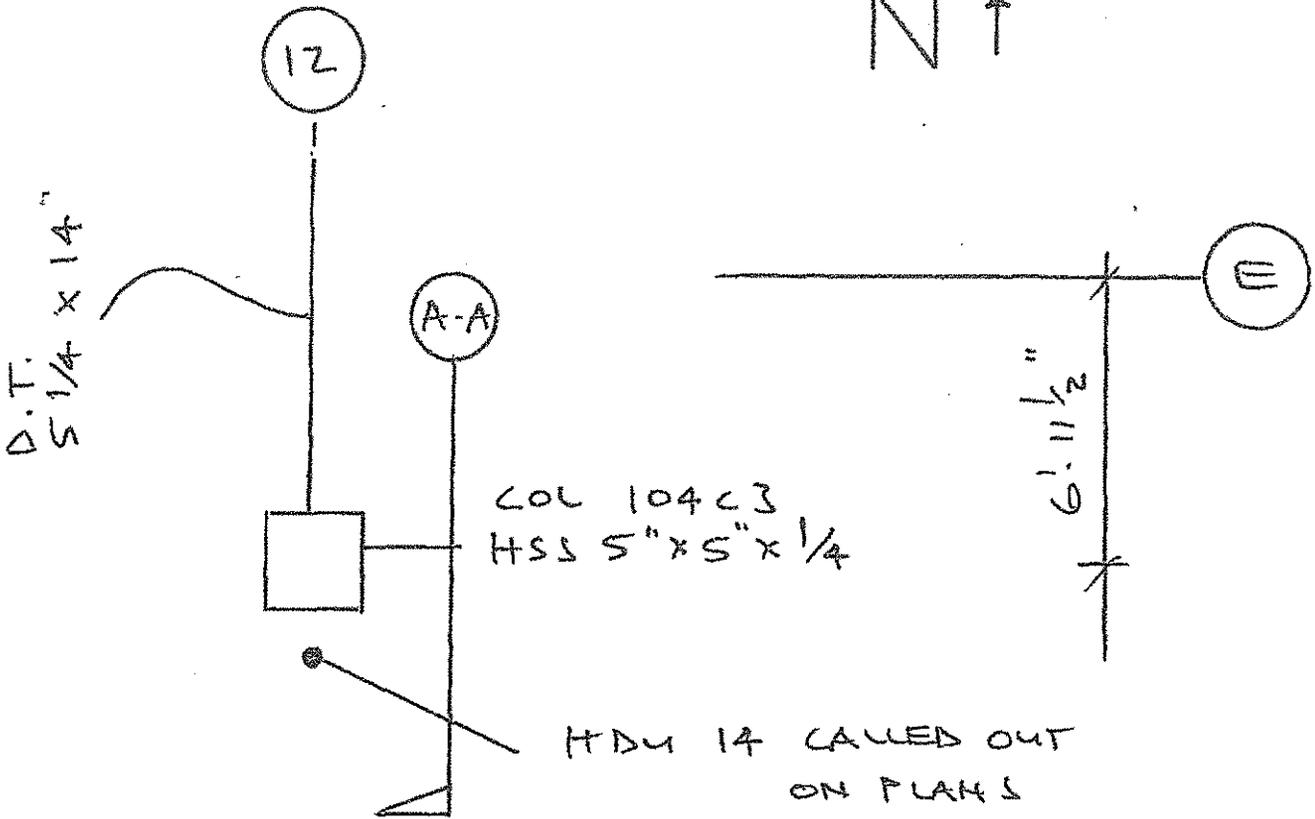
PLANNING PARISH E.S.

COLUMN 104C3

JOB # A190 2-27-13

2ND FLOOR FRAMING

N ↑



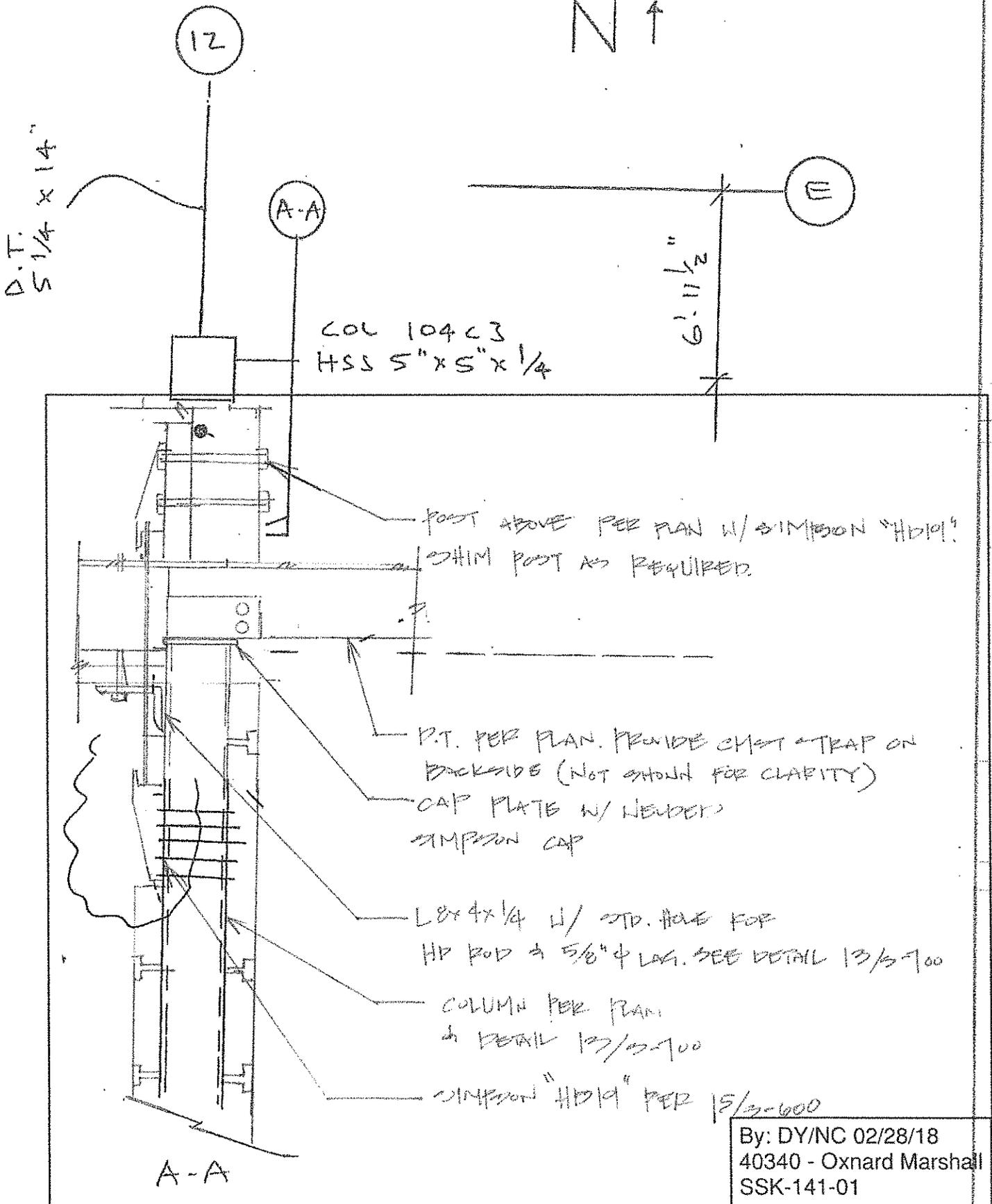
BERNARD MARSHALL E.S.

COLUMN 104C3

JOB # A190 2-27-18

2ND FLOOR FRAMING

N ↑



By: DY/NC 02/28/18 40340 - Oxnard Marshall SSK-141-01



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 31 R1

Date: 5/8/2018

DESCRIPTION OF WORK

Per RFI 179 add tile in boys and girls restrooms

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-6,297
	Subtotal:	-6,297

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
4" accent tile in boys and girls restrooms only no staff	Silverado Tile and Stone Inc	1,260
Add wainscot and accents only no staff	Silverado Tile and Stone Inc	5,037
	Subtotal:	6,297
Total Change Order Request Amount		0

ACKNOWLEDGEMENT

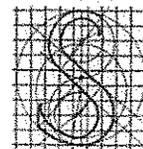
Oxnard School District

Bernards Bros. Inc.


 Signature
 Jose R. Archibe CSD A
 Printed Name & Title
 8/22/18
 Date


 Signature
 Rebecca Miller Project Manager
 Printed Name & Title
 8/28/18
 Date

Proposal



Silverado Tile and Stone, Inc.

29142 Latigo Canyon Road Silverado, CA 92676

Phone (949) 713-3730 Fax (949) 766-6698

License # 965952

To: Bernards, Inc.
555 First Street
San Fernando, CA 91340

Date: 7/24/2018

Contact: Ms. Sahithya Mavillapalli
(818) 898-1521

Project: Marshall New Classroom Building
Oxnard, CA

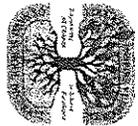
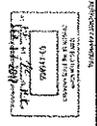
Subject: RFI 179 - Floor tile accents

For the addition of 4" accent borders at toilet area floors of boys and girls restrooms at per RFI 179, we quote the additional sum of **\$1,260.00**.

Based on a 4" border 12" from wall perimeter per the attached. No floor tile accents are included at the staff restrooms.

Breakdown:	Quantity	Unit	Cost	Total
QTCO Natural Hues QH47 Burgundy 2"x2"	33	s.f.	\$10.87	\$358.71
QTCO Setup Charge				\$100.00
Dal Tile D621 Nautical Blue 1"x1"	36	s.f.	\$6.00	\$216.00
Freight from Gettysburg PA				\$78.20
Subtotal				\$752.91
Sales Tax			7.75%	\$58.35
Subtotal Materials				\$811.26
Labor	Quantity		Cost	
Foreman (half hour per room)	2	hours	\$72.45	\$144.90
Finisher (half hour per room)	2	hours	\$46.03	\$92.06
Subsistence (crew)	4	hours	\$11.25	\$45.00
Total tile and materials				\$1,093.22
Overhead & Profit			15%	\$163.98
Textura Fees				\$2.35
Base Bid				\$1,259.55

Tom Page
Vice President

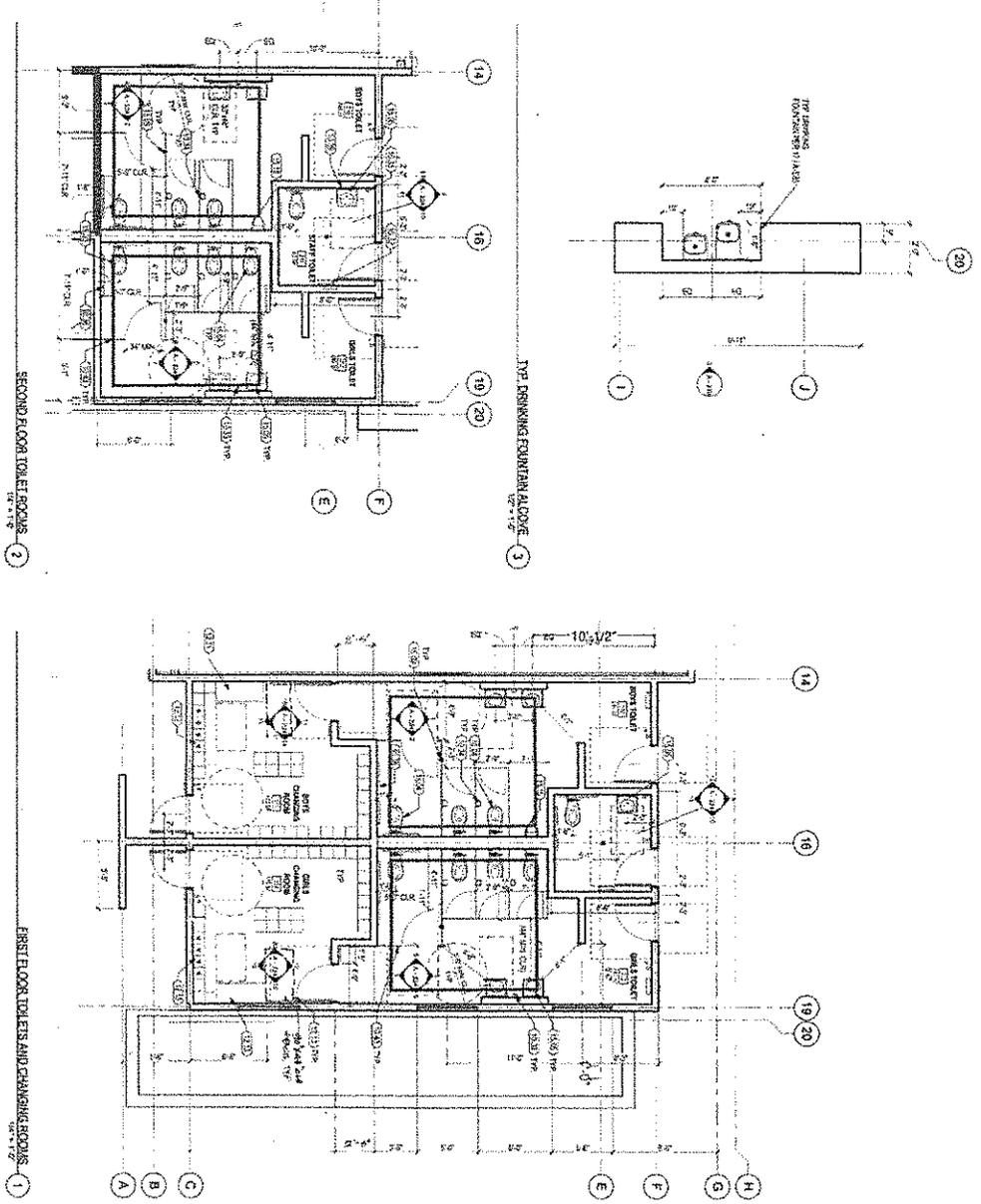


OAKLAND SCHOOL DISTRICT

MANHATTAN NEW CLASSROOM BUILDINGS



A - 411



ACCESSIBLE LOCKER CALCULATIONS

1. ALL DIMENSIONS IN THE TOILET FLOOR PLAN AND THE STUDENT LOCKER FLOOR PLAN
2. ALL DIMENSIONS ON THE CLASSROOM FLOOR PLAN ARE TO THE CENTER LINE
3. SEE SHEET A-311 FOR DIMENSIONS OF CLASSROOMS
4. SEE SHEET A-311 FOR DIMENSIONS OF CLASSROOMS
5. SEE SHEET A-311 FOR DIMENSIONS OF CLASSROOMS
6. SEE SHEET A-311 FOR DIMENSIONS OF CLASSROOMS

SHEET NOTES

1. ALL DIMENSIONS IN THE TOILET FLOOR PLAN AND THE STUDENT LOCKER FLOOR PLAN
2. ALL DIMENSIONS ON THE CLASSROOM FLOOR PLAN ARE TO THE CENTER LINE
3. SEE SHEET A-311 FOR DIMENSIONS OF CLASSROOMS
4. SEE SHEET A-311 FOR DIMENSIONS OF CLASSROOMS
5. SEE SHEET A-311 FOR DIMENSIONS OF CLASSROOMS
6. SEE SHEET A-311 FOR DIMENSIONS OF CLASSROOMS

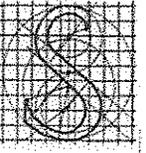
LEGEND



KEYNOTES

NO.	DESCRIPTION
1	DOOR TO THE LOCKER ROOM
2	DOOR TO THE TOILET ROOM
3	DOOR TO THE CLASSROOM
4	DOOR TO THE HALLWAY
5	DOOR TO THE OFFICE
6	DOOR TO THE STORAGE ROOM
7	DOOR TO THE RESTROOM
8	DOOR TO THE LOCKER ROOM
9	DOOR TO THE TOILET ROOM
10	DOOR TO THE CLASSROOM
11	DOOR TO THE HALLWAY
12	DOOR TO THE OFFICE
13	DOOR TO THE STORAGE ROOM
14	DOOR TO THE RESTROOM
15	DOOR TO THE LOCKER ROOM
16	DOOR TO THE TOILET ROOM
17	DOOR TO THE CLASSROOM
18	DOOR TO THE HALLWAY
19	DOOR TO THE OFFICE
20	DOOR TO THE STORAGE ROOM
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22	DOOR TO THE LOCKER ROOM
23	DOOR TO THE TOILET ROOM
24	DOOR TO THE CLASSROOM
25	DOOR TO THE HALLWAY
26	DOOR TO THE OFFICE
27	DOOR TO THE STORAGE ROOM
28	DOOR TO THE RESTROOM
29	DOOR TO THE LOCKER ROOM
30	DOOR TO THE TOILET ROOM
31	DOOR TO THE CLASSROOM
32	DOOR TO THE HALLWAY
33	DOOR TO THE OFFICE
34	DOOR TO THE STORAGE ROOM
35	DOOR TO THE RESTROOM
36	DOOR TO THE LOCKER ROOM
37	DOOR TO THE TOILET ROOM
38	DOOR TO THE CLASSROOM
39	DOOR TO THE HALLWAY
40	DOOR TO THE OFFICE
41	DOOR TO THE STORAGE ROOM
42	DOOR TO THE RESTROOM
43	DOOR TO THE LOCKER ROOM
44	DOOR TO THE TOILET ROOM
45	DOOR TO THE CLASSROOM
46	DOOR TO THE HALLWAY
47	DOOR TO THE OFFICE
48	DOOR TO THE STORAGE ROOM
49	DOOR TO THE RESTROOM
50	DOOR TO THE LOCKER ROOM

Proposal



Silverado Tile and Stone, Inc.

29142 Latigo Canyon Road Silverado, CA 92676

Phone (949) 713-3730 Fax (949) 766-6698

License # 965952

To: Bernards, Inc.
555 First Street
San Fernando, CA 91340
Contact: Ms. Sahithya Mavillapalli
(818) 898-1521

Date: 5/1/2018

Project: Marshall New Classroom Building
Oxnard, CA

Subject: RFI 179 - Added wainscot and accents

For the addition of wall tile accents and raising height of wainscot to 5'-0" height which adds approximately 370 square feet, we quote the additional sum of **\$5,036.00**.
No wall tile accents are included at the staff restrooms.

Breakdown:	Quantity	Unit	Cost	Total
Dal Tile 4-1/4" K175 Biscuit	275	s.f.	\$2.08	\$572.00
Dal Tile S4449 K175 Biscuit	50	Pieces	\$1.13	\$56.50
Dal Tile 4-1/4" K189 Navy	62.5	s.f.	\$2.08	\$130.00
Dal Tile S4449 K189 Navy	13	Pieces	\$1.13	\$14.69
Dal Tile 4-1/4" Q094 Chianti	62.5	s.f.	\$4.01	\$250.63
Dal Tile S4449 Q094 Chianti	12	Pieces	\$2.17	\$26.04
Custom ProLite Thinset White	8	30# Bags	\$28.40	\$227.20
Custom Grout Non-Sanded	2	25# Bags	\$18.45	\$36.90
Subtotal				\$1,313.96
Sales Tax			7.75%	\$101.83
Freight & Handling to jobsite				\$418.20
Subtotal Materials				\$1,833.99
Labor	Quantity		Cost	
Foreman	18	hours	\$72.45	\$1,304.10
Finisher	18	hours	\$46.03	\$828.54
Subsistence (crew) (\$90.00 per man day subsistence)	36	hours	\$11.25	\$405.00
Total tile and materials				\$4,371.63
Overhead & Profit			15%	\$655.74
Textura Fees				\$9.00
Base Bid				\$5,036.37

Tom Page
Vice President

KEYSTONES UNGLAZED PORCELAIN MOSAICS COLORS

Group 1						
Color Name	Keystones Unglazed 1x1 & 2x2	Keystones Unglazed 2x1 & 2x4	Keystones 1" Hex	Keystones 2" Hex		Trim
D317	Biscuit	STK	STK	STK	MTO	STK
D147	Buffstone Range	STK	NA	MTO	NA	STK
D139	Crisp Linen	MTO	NA	MTO	NA	+
D014	Desert Gray	STK	STK	MTO	STK	STK
D200	Desert Gray Speckle	STK	STK	NA	STK	STK
D186	Elemental Tan	STK	NA	NA	NA	STK
D175	Elemental Tan Speckle	STK	NA	NA	NA	STK
D050	Mottled Medium Brown	STK	NA	MTO	MTO	STK
D037	Pepper White	STK	NA	NA	NA	STK
D148	Spa	STK	NA	MTO	NA	*
D161	Urban Putty	STK	STK	NA	STK	STK
D201	Urban Putty Speckle	STK	STK	NA	STK	STK
D169	Waterfall	STK	NA	NA	NA	*

Group 2						
Color Name	Keystones Unglazed 1x1 & 2x2	Keystones Unglazed 2x1 & 2x4	Keystones 1" Hex	Keystones 2" Hex		Trim
D335	Almond	STK	STK	MTO	MTO	STK
D109	Architectural Gray	STK	STK	NA	STK	+
D617	Arctic White	STK	STK	STK	STK	STK
D144	Artisan Brown	STK	NA	NA	MTO	+
D204	Artisan Brown Speckle	STK	NA	NA	MTO	*
D160	Cornsik	MTO	NA	MTO	NA	+
D452	Cypress	MTO	NA	MTO	MTO	+
D141	Garden Spot	MTO	NA	NA	NA	+
D138	Golden Granite	STK	NA	MTO	NA	*
D142	Luminary Gold	MTO	NA	NA	MTO	+
D325	Marble	STK	NA	NA	NA	STK
D152	Mint Ice	MTO	NA	NA	MTO	+
D182	Suede Gray	STK	STK	MTO	MTO	STK
D208	Suede Gray Speckle	STK	STK	NA	MTO	STK
D132	Uptown Taupe	STK	NA	MTO	NA	+
D202	Uptown Taupe Speckle	STK	NA	NA	MTO	STK

Group 3						
Color Name	Keystones Unglazed 1x1 & 2x2	Keystones Unglazed 2x1 & 2x4	Keystones 1" Hex	Keystones 2" Hex		Trim
D192	Aegean	MTO	NA	NA	NA	+
D197	Aqua Glow	MTO	NA	NA	NA	+
D311	Black	STK	NA	STK	MTO	*
D618	Castlerock	STK	NA	NA	MTO	*
D007	Cinnamon Range	MTO	NA	MTO	NA	+
D171	Cityline Kohl	MTO	NA	NA	NA	+
D207	Cityline Kohl Speckle	MTO	NA	NA	NA	+
D195	Oak Moss	MTO	NA	NA	NA	+
D372	Sea Spec	MTO	NA	NA	NA	+

Group 4						
Color Name	Keystones Unglazed 1x1 & 2x2	Keystones Unglazed 2x1 & 2x4	Keystones 1" Hex	Keystones 2" Hex		Trim **
D044	Deep Purple	MTO	NA	MTO	NA	MTO
D023	Galaxy	STK	NA	MTO	MTO	STK
D619	Lime Sherbet	STK	NA	NA	NA	STK
D181	Mustard	STK	NA	MTO	NA	STK
D621	Nautical Blue	STK	NA	NA	NA	STK
D189	Navy	STK	NA	NA	NA	STK
D203	Navy Speckle	STK	NA	NA	NA	STK
D159	Ocean Blue	MTO	NA	NA	NA	MTO
D090	Pumpkin Spice	MTO	NA	MTO	NA	MTO
D620	Sunshine	STK	NA	NA	NA	MTO

Group 5		
Color Name	Keystones Unglazed 1x1 & 2x2	
D017	Red #	MTO
D622	Clementine #	MTO

Available in 1x1 and 2x2 only (no trim) on a made to order basis.

* Trim Stocked in S886, SC886, C833 and SC813. Made-to-Order in C701, SCF-L833, CK813, MB5B and MB5A. No other trim available.

+ Trim Made-to-Order in S886, SC886, C833, SC813, C701, SCF-L833, CK813, MB5B and MB5A. No other trim available.

STK Trim stocked in S862, S886, SC886, C813, C833, CB813, CK813, S832, SC813, MB-4C, MB-5, MB-5A, MB-5B and made to order in SC862, S8316, SC816, SCF-L833, S812 and C701

** Group 4 trim offered in in S886, SC886 and C701. No other trim offered.

NA = Not available, MTO = Made-to-Order. Made to Order items require 6 - 8 week lead time.

All colors (except D017 Red and Orange) available with 7 1/2 % abrasive content on a made to order basis in 1x1 and 2x2.

All colors available on a made to order basis in 1x1 and 2x2 with ClearFace mounting system

KEYSTONES UNGLAZED PORCELAIN MOSAICS

			Units / Carton	U/M	GRP 1	GRP 2	GRP 3	GRP 4	GRP "S"
STANDARD COLORS									
1 x 1	11MS		24	sf	3.26	3.50	4.24	6.00	26.87
2 x 2	22MS1P		24	sf	3.62	3.77	4.70	6.18	26.87
1" HEX	1HEXMS	HEXAGON	21	sf	4.82	5.16	5.89	6.72	na
2" HEX	2HEXGMS1P	HEXAGON	24.25	sf	6.18	7.00	8.07	8.73	na
2 x 1	21MS1P		24	sf	7.41	7.63	na	na	na
2 x 1	21BWMS1P	BRICK WORK	22	sf	6.86	7.04	na	na	na
2 x 4	24MS1P		24	sf	5.45	6.01	na	na	na
2 x 4	24BWMS1P	BRICK WORK	20.04	sf	5.79	6.54	na	na	na
COVE BASE									
1 x 1	C813MS	COVE	84	lf	3.05	3.05	na	na	na
1 x 1	CB-CK	IN CORNER COVE, ROUND/SQUARE	100	pc	3.52	3.52	5.13	na	na
2 x 1	C833MS	COVE	84	lf	3.05	3.05	3.82	na	na
2 x 1	SCR-L833 +	OUT CORNER COVE	100	pc	3.52	3.52	5.13	na	na
SURFACE CAP									
1 x 1	S862MS	BULLNOSE	196	lf	3.45	3.45	na	na	na
2 x 2	S886MS	BULLNOSE	108	lf	3.28	3.28	3.80	4.47	na
2 x 2	SC886	BULLNOSE CORNER	100	pc	3.17	3.17	4.62	6.27	na
1 x 1	SC862 +	BULLNOSE CORNER	100	pc	2.28	2.28	na	na	na
	C701PM +	SWIMMING POOL NOSING	50	lf	17.66	17.66	23.14	30.79	na
UNIVERSAL TRIM									
1 x 1	S812KY +	CAP	112	lf	4.72	4.72	na	na	na
2 x 2	S832KY	CAP	112	lf	4.72	4.72	na	na	na
2 x 2	SB816 +	IN CORNER ROUND CAP	100	pc	3.65	3.65	na	na	na
2 x 2	SC816 +	OUT CORNER ROUND CAP	100	pc	3.65	3.65	na	na	na
2 x 2	SC813	OUT CORNER COVE BASE	100	pc	3.65	3.65	5.78	na	na
BUILT-UP BASE									
	MB4C	3 ROWS 1X1, 1 ROW C813	26	lf	5.95	5.95	na	na	na
	MB5	1 ROW S862, 3 ROWS 1X1, 1 ROW C813	26	lf	8.66	8.66	na	na	na
	MB5A	2 ROWS 2X2, 1 ROW C833	26	lf	7.83	7.83	8.58	na	na
	MB5B	1 ROW S886, 1 ROW 2X2, 1 ROW C833	26	lf	8.80	8.80	11.25	na	na

Abrasive Tile (7½%) offered in 1x1 and 2x2 colors (except for D017 Red) - add 20% per sf to above prices.
 ABRASIVE TRIM AVAILABLE IN THE FOLLOWING: S-886/SC-886/S-862 & SC-862, add 20% to all trim prices for abrasive.
 + SCR-L833, SB816, SC816, SC862, C701 and S812KY are made-to-order only.
 Please see Keystones Unglazed Color Page for specific trim offered by color.

IMPORTANT NOTICE:

Variation in shade, color and finish is inherent in all fired clay products. Prior to installation, tile should be approved by customer. No claims for shade or texture will be honored after installation.

The company reserves the right to adjust prices without notice.

SEMI-GLOSS & MATTE COLOR REF

SEMI-GLOSS									
GROUP 1		GROUP 2		GROUP 3 ##		GROUP 4 ###		GROUP 5	
COLOR	NAME	COLOR	NAME	COLOR	NAME	COLOR	NAME	COLOR	NAME
0100	WHITE	0109	ARCHITECTURAL GRAY	DH50	SUNFLOWER	Q012	MUSTARD	0DM1	VERMILLION
0135	ALMOND	0132	UPTOWN TAUPE	DM14	COBALT	Q049	OCEAN BLUE		
0138	GOLDEN GRANITE	0141	GARDEN SPOT ##			Q090	PUMPKIN SPICE		
0139	CRISP LINEN	0142	LUMINARY GOLD			Q091	MOON BEAM		
0147	PEPPER WHITE	0144	ARTISAN BROWN ##			Q092	CORAL BEAD		
0148	SPA	0182	SUEDE GRAY			Q093	FIRE BRICK		
0160	CORNSILK	0197	AQUA GLOW ##			Q094	CHIANTI		
0161	URBAN PUTTY	K101	WHITE			Q095	CARNATION PINK		
0166	ELEMENTAL TAN	K111	BLACK			Q097	ORANGE BURST		
0169	WATERFALL	K165	ALMOND			Q098	KEY LIME		
0190	ARCTIC WHITE	K175	BISCUIT			Q140	CITRIC BLOOM		
1469	GALAXY ##	K176	ICE GREY			Q150	CHAMPAGNE TOAST		
X114	DESERT GRAY	K189	NAVY ##			Q151	TOTALLY TANGERINE		
						Q170	GO GREEN		
						Q174	SEA BREEZE		
						Q178	PLUM CRAZY		
						Q180	CHALK BOARD		
						Q194	ELECTRIC BLUE		
						Q192	AEGEAN		
						Q467	WOOD VIOLET		

MATTE			
GROUP 1		GROUP 2	
COLOR	NAME	COLOR	NAME
0761	URBAN PUTTY	0709	ARCHITECTURAL GRAY
0766	ELEMENTAL TAN	0732	UPTOWN TAUPE
0790	ARCTIC WHITE	0744	ARTISAN BROWN ##
0799	PEARL WHITE	K711	BLACK
X714	DESERT GRAY	K775	BISCUIT
X735	ALMOND		

Colors are made-to-order. Please allow 6-8 weeks for delivery from date of order.

Q colors are special order: 1-2 week lead time and are landed prices.

SEMI-GLOSS, MATTE & 1A

SEMI-GLOSS & MATTE			Units / Carton	U/M	1A #	Grp 1	Grp 2	Grp 3 ##	Grp 4 ###	Grp 5
GLAZED INTERIOR TILE										
4 1/4 x 4 1/4			12.5	sl	1.64	1.64	2.08	2.26	4.01	6.65
6 x 6			12.5	sl	1.87	1.92	2.34	2.67	4.32	10.01
SURFACE TRIM										
2 x 6	S4269 *+	BULLNOSE (6" SIDE)	100	pc	0.57	0.67	0.85	1.72	2.64	3.43
2 x 2	SN4269 **	BULLNOSE CORNER	25	pc	0.60	0.71	1.05	1.72	2.54	na
4 1/4 x 4 1/4	S4449	BULLNOSE	100	pc	0.79	0.79	1.13	1.82	2.17	2.82
4 1/4 x 4 1/4	SCRL4449 ^	BULLNOSE CORNER	100	pc	1.45	1.70	2.21	3.74	3.93	na
6 x 6	S4569	BULLNOSE	50	pc	1.30	1.30	1.59	na	3.26	3.39
6 x 6	SCRL4669 ^	BULLNOSE CORNER	50	pc	2.02	2.31	2.70	na	6.24	na
SANITARY BASE										
4 1/4 x 6	S3419T *+^	THIN LIP COVE BASE	60	pc	1.10	1.26	1.37	na	2.84	na
4 1/4 x 6	SCR-L3419T *+^	THIN LIP COVE BASE CNR	20	pc	1.90	2.17	2.60	na	3.21	na
6 x 6	S3619T **	THIN LIP COVE BASE	40	pc	1.41	1.61	na	na	3.03	na
6 x 6	SCR-L3619T **	THIN LIP COVE BASE CNR	20	pc	2.74	3.13	na	na	3.56	na
6 x 6	S3619TN ***	THIN LIP COVE BASE	40	pc	1.41	1.41	na	na	na	na
6 x 6	SC3619TN ***	THIN LIP COVE BASE CNR	60	pc	2.74	2.74	na	na	na	na
CONVENTIONAL CAP - 3/8" RADIUS										
2 x 6	A4200 +	BULLNOSE (6" SIDE)	100	pc	0.76	0.89	1.30	1.87	3.09	na
2 x 2	AN4200 +^	BULLNOSE CORNER	20	pc	0.69	0.81	1.16	1.75	2.96	na
4 1/4 x 4 1/4	A4402 ++	BULLNOSE	84	pc	0.76	0.89	na	na	3.21	na
4 1/4 x 4 1/4	ACRL4402 ++	BULLNOSE CORNER	30	pc	1.65	1.94	na	na	3.39	na
6 x 6	A3602 ++	BULLNOSE	44	pc	1.25	1.43	na	na	na	na
6 x 6	ACRL3602 ++	BULLNOSE CORNER	20	pc	2.74	3.13	na	na	na	na
3/4 x 6	A106 **	QUARTER ROUND	152	pc	0.66	0.71	0.93	na	1.88	na
3/4 x 6	AC106 *+^	QUARTER ROUND BEAK	120	pc	1.33	1.43	1.54	na	3.19	na
COUNTER TRIM										
2 1/2 x 2 x 6	WA8262 **	SINK RAIL/V-CAP	66	pc	1.47	1.50	na	na	na	na
2 x 2 x 2 1/2	WAC-WAM8262 **	SINK RAIL Outside/Inside Cnr	40/20	pc	2.36	2.41	na	na	na	na
COVE - 3/8" RADIUS										
4 1/4 x 4 1/4	A3401	SQ. TOP COVE	84	pc	0.93	0.92	0.81	na	2.82	na
4 1/4 x 4 1/4	SCR-L3401 ^	SQ. TOP COVE SURF CNR	30	pc	1.52	1.78	2.34	na	4.46	na
4 1/4 x 4 1/4	ACR-L3401 *	SQ. TOP COVE RADIUS CNR	30	pc	1.52	na	na	na	3.56	na
6 x 6	A3601 *+^	SQ. TOP COVE	44	pc	1.39	1.39	1.86	na	2.13	na
6 x 6	SCR-L3601 *+^	SQ. TOP COVE SURF CNR	20	pc	2.74	3.13	4.10	na	2.70	na
6 x 4 1/4	A3461 **	SQ. TOP COVE (6" SIDE)	60	pc	1.17	1.34	na	na	na	na
CONVENTIONAL CURB - 3/4" RADIUS										
2-1/2 x 6	A7250 **	SHOWER JAMB/CURB	60	pc	0.86	1.43	na	na	na	na

1A price group includes colors 0100, 0135, 0190, 0790, 0799 and X735.
 ## Colors are made-to-order. Please allow 6-8 weeks for delivery from date of order.
 ### Q colors are special order: 1-2 week lead time and are landed prices.

^ Available in colors 0100, 0135, 0161, 0190, 0761, 0790, X114, X714 and X735. All other colors are made-to-order.
 * Not available in colors 0109, 0139, 0141, 0144, 0148, 0160, 0169, 0709, 0744, 1452, 1469. S4269, A3601 and SCR-L3601 also not available in 0132 and 0732.
 ** Available in colors 0100, 0135 and 0190 only.
 *** S3619TN and SC3619TN available in colors 0100, 0135 and 0190 and stocked at #349 only. Meets California health code.
 + Not available in colors 0132 and 0732.
 ++ Not available in colors 0132, 0138, 0139, 0147, 0148, 0160, 0161, 0166, 0169, 0732, 0739, 0761, 0766, 0790, 0799, 1452, 1469, X114, X714 and X735.



**REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION**

RFI No. : 179

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 04-10-18

Discipline: Architectural

Subject: Restroom tiles pattern

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Per Submittal 081, references finish floor plan sketch for the accent bands in the restrooms. Please provide the finish floor plan sketch showing pattern layout of finish floor

ANSWER

Response:

See attached floor finish tile layout for Toilet rooms, Typ

Responded by Jose Arche, CSDA on 04/09/2018

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Silverado Tile and Stone Inc	Tom Page	4/10/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Tom Page - Silverado Tile and Stone Inc - Author Number: 1

Submitted By: Tom Page - Silverado Tile and Stone Inc



REQUEST FOR INFORMATION

RFI No.: 179

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 04-04-18
Discipline: Architectural

Subject: Restroom tiles pattern

Response Requested By: 04-11-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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QUESTION

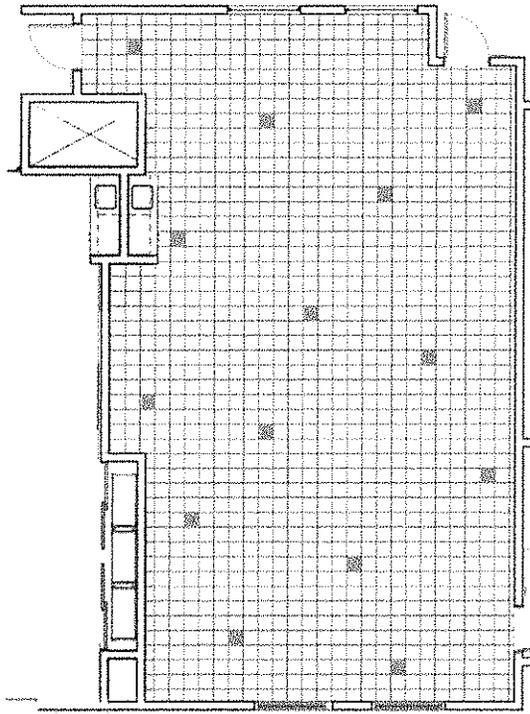
Per Submittal 081, references finish floor plan sketch for the accent bands in the restrooms. Please provide the finish floor plan sketch showing pattern layout of finish floor

ANSWER

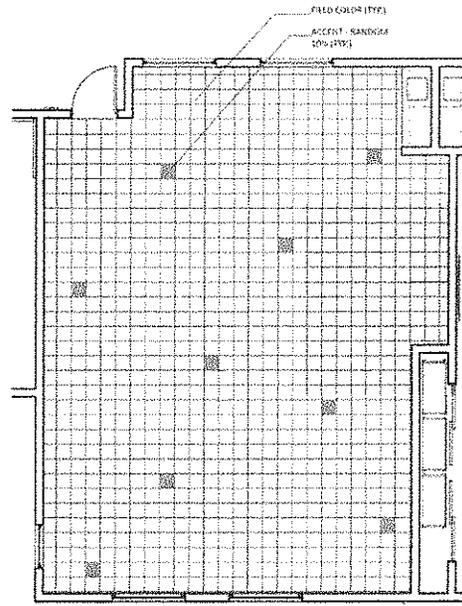
SEE ATTACHED FLOOR FINISH TILE LAYOUT FOR TOILET ROOMS, TYP.

Response Provided By:	Jose Arche	CSDA	04-09-2018
	_____	_____	_____
	Name	Company	Date

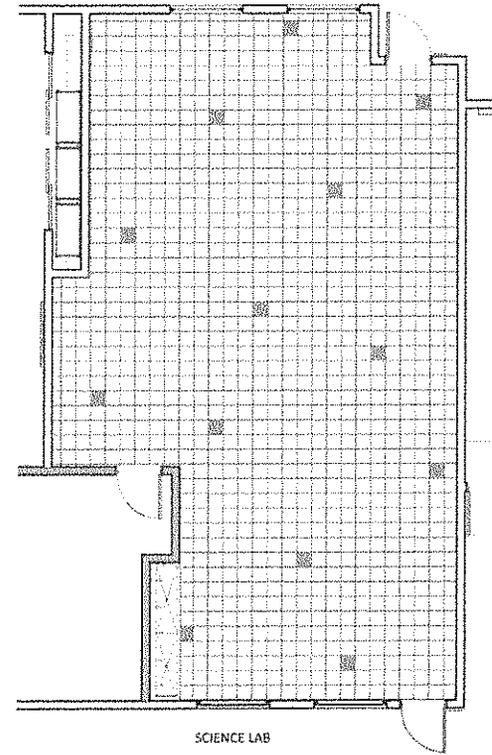
Question Initiated By: Tom Page - Silverado Tile and Stone Inc - Author Number: 1
Submitted By: Tom Page - Silverado Tile and Stone Inc



PERFORMANCE LAB



LEARNING LAB CLASSROOM - (TYP.)



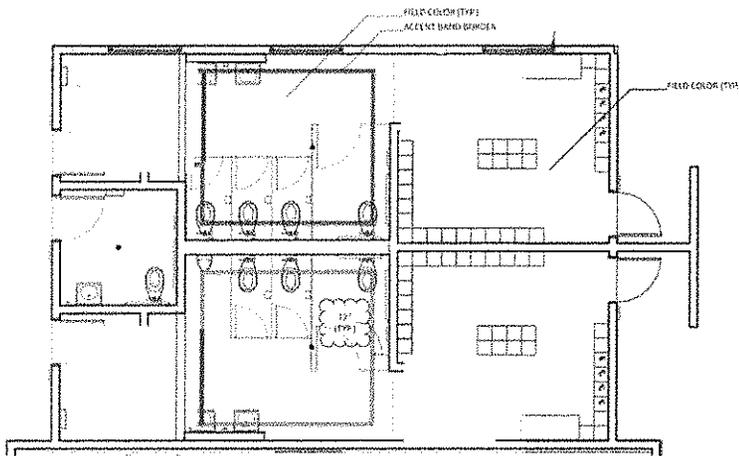
SCIENCE LAB

FLOOR FINISH - CLASSROOM

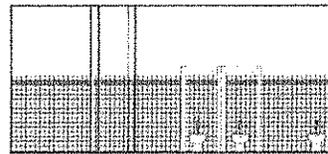
- VCT: FORBO, MCT
- MCT - 601: WHITE MARBLE
 - MCT - 2127: BLEKARSTREIF
 - MCT - 3000: SLUE
- BURKE, RUBBER BASE - TYPE TS
- 599: MOCHA
- WALL PAINT - DUNN EDWARDS

FLOOR FINISH - RESTROOM

- DAITILE, FLOOR KEYSTONES
- D315: ALMOND (TYP.) 1" X 1" MOSAIC FIELD
 - D62: NAUTICAL BLUE - BOYS 1" X 1" MOSAIC ACCENT BAND
 - D101: RED - GIRLS 1" X 1" MOSAIC ACCENT BAND
- DAITILE, WALL TILE
- A370: SANDYB (TYP.) 4 1/2" X 4 1/4" FIELD
 - K183: NAVY - BOYS 4 1/2" X 4 1/4" ACCENT BAND
 - Q204: CHANTI - GIRLS 4 1/2" X 4 1/4" ACCENT BAND
- WALL PAINT - DUNN EDWARDS



BOYS & GIRLS RESTROOMS



BOYS RESTROOM - INTERIOR ELEV. (TYP.)



GIRLS RESTROOM - INTERIOR ELEV. (TYP.)

#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.

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

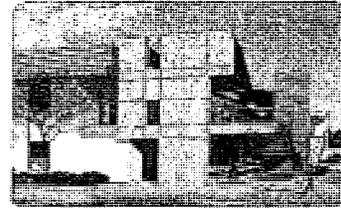
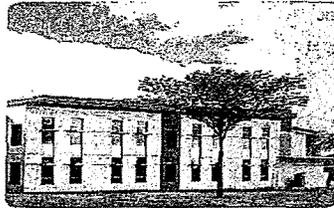
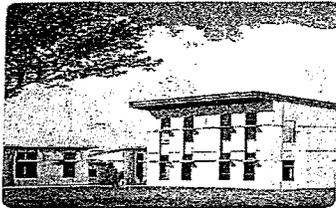
Date: 9-7-17

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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

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EXHIBIT A, continued

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

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August 24th, 2017

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MARSHALL NEW CLASSROOM BUILDING

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

- 24 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

EXHIBIT A, continued

	100% DISTRICT SUBMITTAL MARSHALL NEW CLASSROOM BUILDING <small>2300 THURGOOD MARSHALL DR. OXNARD, CA 93036</small> OXNARD SCHOOL DISTRICT	VOLUME I
DSA FILE NO. 56-22	DSA APPLICATION NO. 03-116806	PTN NO. 72538-91

DRAWING INDEX

VOLUME I	VOLUME II	
01- GENERAL G-001 COVER SHEET, INDEX, SCOPE OF WORK, VICINITY MAP G-002 GENERAL NOTES, ABBREVIATIONS, SYMBOL LEGEND G-003 FIRE LIFE SAFETY SITE PLAN G-004 ACCESSIBILITY SITE PLAN G-005 BUILDING CODE ANALYSIS G-006 SIGNAGE & FIRE EXTINGUISHER PLANS 6 03-CIVIL C-001 GENERAL NOTES C-002 LEGEND AND ABBREVIATIONS C-101 DEMOLITION PLAN C-102 DEMOLITION PLAN C-103 DEMOLITION PLAN C-201 SITE CONTROL PLAN C-202 SITE CONTROL PLAN C-203 SITE CONTROL PLAN C-204 STRIPING PLAN C-300 COMPOSITE GRADING PLAN C-301 ENLARGED GRADING PLAN C-302 ENLARGED GRADING PLAN C-303 GRADING SECTIONS C-304 GRADING SECTIONS C-401 SITE UTILITY PLAN C-402 SITE UTILITY PLAN C-403 SITE UTILITY PROFILE C-404 SITE UTILITY PROFILE C-701 MISCELLANEOUS DETAILS C-702 MISCELLANEOUS DETAILS C-703 MISCELLANEOUS DETAILS C-704 MISCELLANEOUS DETAILS 22 04-LANDSCAPE L-1 IRRIGATION PLAN L-2 PLANTING PLAN L-3 IRRIGATION & PLANTING DETAILS L-4 IRRIGATION & PLANTING SPECIFICATIONS 4 05-STRUCTURAL S-101 GENERAL NOTES S-101A GENERAL NOTES & ABBREVIATIONS S-211 FOUNDATION PLAN S-212 2ND FLOOR FRAMING PLAN S-213 ROOF FRAMING PLAN S-214 CANOPY ROOF FRAMING PLAN S-400 TYPICAL CONCRETE DETAILS S-400A TYPICAL CONCRETE DETAILS S-401 FOUNDATION DETAILS S-600 TYPICAL WOOD DETAILS S-600A TYPICAL WOOD DETAILS S-600B TYPICAL WOOD DETAILS S-600C TYPICAL WOOD DETAILS S-600D TYPICAL WOOD DETAILS S-600E WALL ELEVATION AND DETAILS S-600F WALL ELEVATION AND DETAILS S-700 FRAMING DETAILS S-700A ELEVATOR DETAILS S-700B STAIR PLANS & DETAILS 19	06-ARCHITECTURAL A-101 SITE PLAN A-102 ENLARGED SITE PLAN A-103 ENLARGED SITE PLAN A-104 SITE DETAILS A-105 SITE DETAILS A-111 FIRST FLOOR PLAN A-112 SECOND FLOOR PLAN A-121 FIRST FLOOR REFLECTED CEILING PLAN A-122 SECOND FLOOR REFLECTED CEILING PLAN A-131 ROOF PLAN A-210 EXTERIOR ELEVATIONS A-211 EXTERIOR ELEVATIONS A-220 INTERIOR ELEVATIONS A-221 INTERIOR ELEVATIONS A-222 INTERIOR ELEVATIONS A-223 INTERIOR ELEVATIONS A-224 TOILET INTERIOR ELEVATIONS A-310 BUILDING SECTIONS A-311 BUILDING SECTIONS A-320 WALL SECTIONS A-321 WALL SECTIONS A-322 WALL SECTIONS A-410 ENLARGED FLOOR PLANS A-411 ENLARGED FLOOR PLANS A-420 VERTICAL CIRCULATION PLANS & SECTIONS A-421 VERTICAL CIRCULATION PLANS & SECTIONS A-500 ROOF DETAILS A-501 ROOF DETAILS A-510 EXTERIOR ENVELOPE DETAILS A-520 WINDOW/DOOR DETAILS A-521 DOOR DETAILS A-630 INTERIOR DETAILS A-631 INTERIOR DETAILS A-635 TOILET DETAILS A-640 CEILING DETAILS A-650 SIGNAGE DETAILS A-660 STAIR DETAILS A-661 ELEVATOR DETAILS A-670 CASEWORK DETAILS A-610 DOOR SCHEDULE A-612 FINISH SCHEDULE A-800 WALL TYPES 27	E-041 PANEL SCHEDULES E-050 ELECTRICAL DETAILS E-090 SIGNAL SYSTEM RISER DIAGRAMS E-101 SITE PLAN - ELECTRICAL E-102 ENLARGED SITE PLAN - ELECTRICAL E-201 FIRST FLOOR PLAN - LIGHTING E-202 FIRST FLOOR PLAN - POWER E-203 FIRST FLOOR PLAN - SIGNAL E-204 FIRST FLOOR PLAN - FIRE ALARM E-301 SECOND FLOOR PLAN - LIGHTING E-302 SECOND FLOOR PLAN - POWER E-303 SECOND FLOOR PLAN - SIGNAL E-304 SECOND FLOOR PLAN - FIRE ALARM E-401 ROOF PLAN - ELECTRICAL 25 10-PLUMBING P-001 LEGENDS, NOTES, AND SCHEDULES P-101 PLUMBING SITE PLAN P-111 FIRST FLOOR PLAN P-112 SECOND FLOOR PLAN P-131 ROOF PLAN P-411 ENLARGED FLOOR PLAN P-511 PLUMBING DETAILS 7 11-FIRE PROTECTION FP-001 SITE PLAN & NOTES FP-002 FIRST FLOOR PLAN FP-003 SECOND FLOOR PLAN FP-004 BUILDING SECTIONS FP-005 MISCELLANEOUS DETAILS 6 Grand Total: 142

EXHIBIT A, continued

19
Volume I total: 51

A - 000	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
09	
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	<p>JA to prepare elevation replace (10) sectional OH doors with windows in punched openings of a plaster wall and drywall wall</p> <p>Update 06/23/17: Sketched due 06/30/17</p> <p>Update 7/6/17: Sketches received from CSDA and circulated to subs for pricing. Requested responses by no later than 7/10/17.</p> <p>Update 7/18/17: Clarification to aluminum window type and glass type received from CSDA and subs have provided their proposals.</p>
CCD	ARC.2	Eliminate Smoke Containment doors at elevators, possibly not required	<p>JA to call FLS plan checker to determine if these can be eliminated.</p> <p>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.</p>
	ARC.3	Eliminate sliding markerboards, keep recessed wall space for mobile shelf units.	<p>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</p> <p>Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacting this programmatic element</p> <p>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</p> <p>Additional cost for painting exposed wall surfaces are combined with ARC.3</p>
	ARC.4	Decrease size of floor to ceiling markerboard and tackboard surfaces	<p>JA to prepare revised elevation to reduce the height of the wall mounted markerboards and acoustical tackboard</p> <p>Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacted this programmatic element</p> <p>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</p> <p>Additional cost for painting exposed wall surfaces are combined with ARC.3.</p> <p>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.</p> <p>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.</p>
	ARC.5	Eliminate acoustical wall panels in upper clerestory areas	<p>JA to revise RCP to delete acoustical wall panels in upper clerestory. JA to incorporate use of acoustical ceiling panels on vertical surfaces.</p> <p>Update 06/23/17: SB directed JA to delete acoustical wall panels in the clerestory walls. TM to confirm \$30K saving</p> <p>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.</p>
	ARC.6	Eliminate wall tile behind lockers in Rooms 111 & 114.	<p>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</p>
	ARC.7	Lower height of wainscot tile in restrooms to 4' high	<p>RS to provide pricing for proposed revision</p> <p>Update 06/23/17: Pricing for credit received from Silverado Tile.</p>
	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 1/2" 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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Whitson CM / Bernards	Social Stormwater Runoff Solution			Date Printed	7/27/2017
					Base Bid	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 RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days						
Prevailing Wage	Included	Included				
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	21,402	21,402				
Silt Fencing at perimeter of sites	Included	Included				
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Whitson CM / Bernards	Socal Stormwater Runoff Solution			Date Printed	7/27/2017
					Storm Drain Inlet Protection	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	
Recommendation:	Amount					
Socal Stormwater Runoff Solution	78,677					

Bid Evaluation Report



Surveying	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Adkan Engineers	Brenner & Carpenter	Hunsaker & Associates	MNS Engineers	Date Printed	7/27/2017
					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 RFI's 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
Bluetop 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 Bldgs)	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		
2-person survey crew rate per hour	\$260/hr		\$234/hr	\$260/hr		
	5,000	2,000		6,667	12,000	
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Upland Contracting	Vista Steel			Date Printed	7/27/2017
Base Bid	85,814	83,445				
Spec #: 032000	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 RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Rebar	Included	Included				
New Classroom Addition Building per Structural, Architectural & Civil sheets	Included	Included				
Rebar for Footings	Included	Included				
Rebar for Spread Footings	Included	Included				
Rebar for Column Footings	Included	Included				
Rebar for Stair Footings	Included	Included				
Rebar for Pad Footings	Included	Included				
Rebar for Elevator Pit	Included	Included				
Rebar for Slab on Grade	Included	Included				
Hoisting as Required	1,500	1,500				
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	Included	Included				
Site curbs FOB jobsite	Included	Included				
SIT.3	(5,000)	(5,000)				
TOTALS	111,800	96,970	0	0	0	0
Recommendation:	Amount					
Vista Steel	96,970					

Bid Evaluation Report



Building Concrete	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Barcelo Construction	Santa Clarita Concrete			Date Printed	7/27/2017
	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 RFI's 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 Attachment C Acknowledgement	N/A	N/A				
	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" ltwt concrete topping	Included	Included				

Bid Evaluation Report



Building Concrete	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Barcelo Construction	Santa Clarita Concrete			Date Printed	7/27/2017
SCC: Deck to be poured prior to construction of walls, otherwise add for another pump system & hoseman to place concrete	Included	6,500				
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
Recommendation:	Amount					
Santa Clarita Concrete	413,131					

Bid Evaluation Report



Structural Steel	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Date Printed	7/27/2017
					Base Bid	See below
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 RFI's 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	165,450	234,955	304,688			
New Classroom Building	Included	Included	Included			
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	122,090	Included	Included			
Galvanized	Included	Included	Included			

Bid Evaluation Report



Structural Steel	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	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	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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem	Date Printed	7/27/2017
					Base Bid	1,244,000
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 RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	30 days		
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		
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		
Glu-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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem	Date Printed	7/27/2017
	Exterior Plywood at Underside of Roof Overhang per 9/A-501	Included	Included	Included	Included	
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/Carmera 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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Bristol Omega	ICI Millwork	K & Z Cabinet	Dennis Reeves Inc.	Date Printed	7/27/2017
					Stolo Cab.	
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 RFI's 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	Included	Included	Included	Included	Included	
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Systems WP	Proulx	Santa Barbara Surfacing	Letner	Date Printed	7/27/2017
					Patriot Contracting	Paul Wolff
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Systems WP	Proulx	Santa Barbara Surfacing	Letner	Date Printed	7/27/2017
					Patriot Contracting	Paul Wolff
Product to be Gaco Western, GW-15-U62	Excluded	Excluded	Excluded	Included 2,520 sf	Included	-----
Interior Concrete Sealed Floors	2,680	2,680	3,850	2,680	2,680	1,750
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	Included	Included	Included	Included	Auqaseal W-20
Caulking & Sealants	9,816	9,816	9,816	9,816	9,816	No Bid
Per Schedule in Specs	Included	Included	Included	Included	Included	-----
Windows, Doors, Walls, As Shown	Included	Included	Included	Included	Included	-----
SIT.3	(10,530)	(10,500)	(10,500)	(10,500)	(10,500)	
TOTALS	63,636	70,846	69,996	76,346	89,036	0
Recommendation:	Amount					
Systems WP	63,636					

Bid Evaluation Report



Insulation	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	Roberts Firestop	Date Printed
						7/27/2017
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 RFI's 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	Included	Included	Included	Included	No Bid	
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included	Included	-----	
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	17,324	17,324	17,324	17,324	17,324	
Mineral fiber insulation fire safing, damming material, clips and closures	Included	Included	Included	Included	Included	
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	Roberts Firestop	
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	
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	Date Printed	7/27/2017
					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	Included	-----	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	Excluded	-----	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	-----	Included	Included	Included
Roof to plaster conditions	Included	Included	-----	6,400	Included	9,010
Gutters & Downspouts - None Shown	Included	Included	-----	Included	Included	Included

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	Date Printed	7/27/2017
					Patriot Contracting	Valencia Sheet Metal
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000	10,000	-----	10,000	10,000	10,000
Connects to storm drains sytems, 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 10&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	Alt Prod: Metal Sales
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			Job Number	1641
					Bid Date	6/7/2017
					Subcontractors	
					Date Printed	7/27/2017
Description	Craig Roofing	Chapman Coast				
Base Bid	See below	0				
Spec #: 07 4000 - Metal Roof Panels	Included	SM only				
	Included	w/roofing bid				
Bond Rate (if required)	Bond @ 2.5%					
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included					
Acknowledgment of RFI's 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	38,108	9,550				
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included					
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				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Craig Roofing	Chapman Coast				
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000					
Connects to storm drains sytems, 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 1.01B.9	N/A					
Roof Hatch	Included					
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 10&12/A-500, 30"x42" min size	Included					
MFR - Acudor, Bilco, Dur-Red, Milcor - 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 Mtl 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	No Metal Roof				
	SM	SM Only				
TOTALS	275,928	0	0	0	0	0
Recommendation:	Amount					
Merit Metal Products	160,900					

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
					Letner Roofing	WSP Roofing
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)		Included	Included	Included	Included	Included
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 mil 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 isocyanurate 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
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing
Best Contracting	118,535					

Bid Evaluation Report



Doors, Frames & Hardware	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Date Printed	7/27/2017
					Estrada Hardware	
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					Job Number	1641
	Subcontractors					Bid Date	6/7/2017
Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	Date Printed	7/27/2017
						Door G, 520A & 520B - Exit only panic hdwr on push side, key lock on pull side	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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
				Date Printed	7/27/2017	
Description	Santa Barbara Glass	Center Glass	Coast to Coast			
Base Bid	79,908	86,300				
Spec #: 08 5113 - Aluminum Windows	Included	Included				
Spec #: 08 7100 - Door Hardware	N/A	N/A				
Spec #: 08 8000 - Glazing	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 RFI's 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	Excluded				
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	0	0	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	Coast to Coast		
Recommendation:	Amount				
Santa Barbara Glass	114,087				

Bid Evaluation Report



Plaster & Drywall	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Date Printed	7/27/2017
					Perlite Plastering	Pacific Interiors
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 RFI's 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	
Keynote 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	
Stronghold 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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Date Printed	7/27/2017
					Perlite Plastering	Pacific Interiors
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 well 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	203,565	233,312	196,876	278,790	233,555	233,555
Drywall per Wall Types Sheet - A-620	Included	Included	Included	Included		Included
This wall job is drywall over wood, no metal studs	Included	Included	Included	Included		Included
Wall type A - 1 layer ea side	Included	Included	Included	Included		Included
Wall type B - double stud walls 1 layer ea side	Included	Included	Included	Included		Included
Wall type C - shear wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type D - 1-hr wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type E1 - 1-hr wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type F - 1 layer ea side	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
Wall type H - 2 layers ea side	Included	Included	Included	Included		Included
Wall type I - 2 layers ea side (over plywood ea side by others)	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
Wall type N - int furred wall, 1 layer on one side	Included	Included	Included	Included		Included

Bid Evaluation Report



Plaster & Drywall	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Date Printed	7/27/2017
					Perlite Plastering	Pacific Interiors
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	w/ DFH
Supply and Install of Access Panels 12x12	3,000	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	1,350
Install drywall at elevator door frames after they are installed (by others)	1,500	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	1,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Scrapping and Disposal	6,375	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	10,800
Fire Stops and Smoke Seals	7,551	7,551	7,551	7,551	7,551	7,551
Mineral fiber insulation fire safing, damming material, clips and closures	Included	Included	Included	Included	Included	Included
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included	Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included	Included
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included	Included
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included	Included	Included
ARC.1	9,250	9,250	9,025	9,250	9,250	9,250
ARC.17	(10,000)	(10,000)	(10,300)	(10,000)	(10,000)	(10,000)

Bid Evaluation Report



Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
ARC.20	(70,000)	(62,682)	(70,000)	(70,000)	(70,000)	(70,000)
ARC.20	5,000	5,000	4,945	5,000	5,000	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



Tile	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Stonerock Tile	J. Colavin & Son	Silverado Tile		Date Printed	7/27/2017
					Base Bid	99,325
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 RFI's 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			
Tile	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 - 2&3/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) - 2&3/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) - 2&3/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



Tile	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Stonerock Tile	J. Colavin & Son	Silverado Tile		Date Printed	7/27/2017
	Interior Elevations A-224	Included	Included	Included		
8' Ht Tile Wainscot (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	0	0
Recommendation:	Amount					
Silverado Tile	51,120					

Bid Evaluation Report



Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney	Date Printed	7/27/2017
					Prime Acoustics	Hamilton Ceiling Systems
Base Bid	41,500	53,030	42,490	35,775	36,000	43,700
Spec #: 09 5123 - Acoustical Tile Ceilings	Included	Included	Included	Included	Included	Included
Spec #: 09 8434 - Acoustical Wall Panels (from RFI #7)					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	Included	Included	Included	Included	Included	Included
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, CerainTeed or USG	USG	Included	Included	USG	CerainTeed	CerainTeed
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	Included	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	34,660	34,660	34,660	34,660	24,400	34,660
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434					Included	
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney	Date Printed	7/27/2017
					Prime Acoustics	Hamilton Ceiling Systems
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					Included	
					(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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Ceiling Experts	Calli-USA	Nelson Adams Naco	Tech-Wall	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	Included	Included				
Reflected Ceiling Plans A-121 to A-122	Included	Included				
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included				
MFR - Armstrong, CerainTeed or USG	Armstrong	CerainTeed				
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	85,000	56,448	16,736	25,084		
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	Included	Included	Included	Included		
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Ceiling Experts	Calli-USA	Nelson Adams Naco	Tech-Wall	Date Printed	7/27/2017
W5-Tackboard panel over gypsum board, Keynote 10.50	Included	Included	Included	Included		
Color (not listed) provide per MFR standard color palette	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		
Thickness of panels per Sound absorbtion coefficient requirement per tabulated values 09 8434,1.03,D	Included	Included	Included	Included		
Povide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.	Included	Included	Included	Included		
Include all mounting harware, concealed types, individually removable	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		
Interior elevations at classrooms A-220	Included	Included	Included	Included		
Tackboard Floor to Ceiling see 3/A-530	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		
Installed directly over drywall walls	Included	Included	Included	Included		
ARC.5						
			35,736	34,660		
TOTALS	160,600	107,030	0	0	0	0
			AWP Only	AWP Only		
Recommendation:	Amount					
Prime Acoustics	48,320					

Bid Evaluation Report



Carpet & Resilient Flooring	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Reliable Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	7/27/2017
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 RFI's 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	Included	Included	Included	Included		
Finish Schedule A-612, F2-Linoleum Tile, B1-4" Vinyl Resilient Base	Included	Included	Included	Included		
MFR - Forbo, Marmoleum Composititon 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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Date Printed	7/27/2017
					Prime Painting	Valley 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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Date Printed	7/27/2017
					Prime Painting	Valley Painting
Joint Sealant Work Allowance	2,500	2,500	2,500	2,500		
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	
10 44 00	Fire Extinguishers & Specialties	3,045	BL Wilcox (\$3,045 Supplier)	3	
	See sheet A-111 & A-112 for locations of FEC	Included	Inland Empire (\$5,300)		
	1st fl Keynote 10.51 - Fire Extinguisher Cabinet Semi-Recessed, see 6&7/A-530	Included	John Pence (\$4,800)		
	2nd fl Keynote 10.55 - Fire Extinguisher Cabinet Semi-Recessed, see 6&7/A-530	Included			
	1st Fl (8 ea)	Included			
	2nd Fl (1 ea)	Included			
	Provide rated cabinet at rated wall per note on 7/A-530	Included			
	Semi Recessed FEC Max. Projection 4" (RFI #32)				
10 50 50	Lockers	46,600	Inland Empire	1	
	Added Spec Section in RFI #9 - Section 10505 dated 5/23/2017	Included			
	See Accessible Locker Calculations on sheet A-411, total of 8	Included			
	MFR - DeBourgh Manufacturing Co. or equal	Included			
	Interior Elevations A-224, see Keynotes	Included			
	12.10 - 12"x12" triple stack locker, see 13/A-530	Included			
	12.13 - Accessible locker, see 13/A-530	Included			
	12.31 - 20"x48" Accessible Locker room bench (handwritten on bottom of keynotes legend)	Included			
	1-Tier Lockers per detail 13/A-530 - None shown	Included			
	2-Tier Lockers per detail 13/A-530 - None shown	Included			
	3-Tier Lockers per 13/A-530	Included			
	At Boys Changing Room - 1/A-411, total of 32, 3-tier	Included			
	Accessible at Boys Changing Room - 1/A-411, total of 1 ea	Included			
	At Girls Changing Room - 1/A-411, total of 32, 3-tier	Included			
	Accessible at Girls Changing Room - 1/A-411, total of 1 ea	Included			
	Include Locker base at stud wall installation per 15/A-530	Included			
	Coordinate blocking & backing w/ Framer	Included			
	At concrete slab use anchor bolts per detail 3/8" dia 3" embedment	Included			
	6" Upturned CIP 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 blockinig & 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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	ABC School Equipment	Nelson Adams Naco Inc.			Date Printed	7/27/2017
Base Bid	275,308	208,582	0			
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 RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Visual Display Boards	Included	Included				
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
Recommendation:	Amount					
Nelson Adams Naco Inc.	148,359					

Bid Evaluation Report



Signage	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	AGS	John Pence Bldg Spec.	CA Signs	Braille Signs, INC	Date Printed	7/27/2017
Base Bid	6,150	10,130	11,471	15,302	0	0
Spec #: 10 1400 - Signage	Included	Included	Included	Included		
Spec #:						
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		
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	2,975	Included		
Assistive Listening Signage	250	Included	Included	250		
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	0
Recommendation:	Amount					
AGS	12,625					

Bid Evaluation Report



Toilet Compartments & Accessories	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh	Date Printed	7/27/2017
					Base Bid	31,400
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 RFI's 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 Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
	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				Job Number	1641
		Subcontractors <th data-bbox="1570 248 1787 280">Bid Date</th> <th data-bbox="1787 248 1999 280">6/7/2017</th>				Bid Date	6/7/2017
						Date Printed	7/27/2017
Description	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:	Included	Included	Included	Included			
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	0	
Recommendation:	Amount						
YTI Enterprises	29,000						

Bid Evaluation Report



Window Coverings	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	A1 Quality Blinds	Digital Decora	Contract Décor	Diversified Window	Date Printed	7/27/2017
					Sheward & Son & Sons	
Base Bid	10,000	15,440	16,340	21,248	27,860	
Spec #: 12 2413 - Roller Window Shades						
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	90 Days	Included	90 Days	90 Days	90 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	
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 - Mecho/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, fscia, fillers, 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
	Subcontractors				Bid Date	6/7/2017
Description	AAA Express Janitorial	All-Pro Bldg Maintenance	Commercial Const Cleaning		Date Printed	7/27/2017
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 RFI's 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 & guardrails	2,500	Included	Included			
Sweep & power wash ext bldg walks, sidewalks & harscape	3,500	Included	3,500			

Bid Evaluation Report



Final Cleaning	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	AAA Express Janitorial	All-Pro Bldg Maintenance	Commercial Const Cleaning			
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	0
Recommendation:	Amount					
Commercial Const Cleaning	26,050					

Bid Evaluation Report



Elevators	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					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 RFI's 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 5&7/A-561	w/ Steel	w/ Steel				
Bldg 1 - New Classroom Building	Included	Included				
Elevator No. 1: 3500#, 150ft/min, 2 Stops, 2 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			Job Number	1641
				Bid Date	6/7/2017
Subcontractors				Date Printed	7/27/2017
Description	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 RFI's 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		
Manufacturer - Tyco	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, Pendent, 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 (Risings, 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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire		Date Printed	7/27/2017
Install sprinklers in elevator shaft and elevator equipment room, 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	10,000			
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	0
Recommendation:	Amount					
J.G. Tate Fire Protection	143,456					

Bid Evaluation Report



Plumbing	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Date Printed	7/27/2017
					Suttles Plumbing	
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Date Printed	7/27/2017
					Suttles Plumbing	
<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	
Brass Angle Stops and White Braided wire Supply Lines at all Fixtures	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 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	7,500	
BIM Coordination	10,000	17,500	10,000	10,000	10,000	
Caulking and Sealants as Required	Included	Included	Included	Included	2,500	
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		
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/stoorage bins	1,400	1,400	1,400	1,400	1,400	
Temporary Toilets	2,100	2,100	2,100	2,100	2,100	



Plumbing	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Climate Control	J.R. Barto	Sheldon Mechanical	WR Robbins Co.	Date Printed	7/27/2017
					Base Bid	610,090
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	Qualify Exclude	Qualify Exclude	Qualify Exclude	Qualify 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 RFI's 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	Included	Included	Included	Included		
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	Included	Included	Included	Included		
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	3,500	Included		
Sheet Metal Louvers	Included	Included	3,800	Included		

Bid Evaluation Report



HVAC	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Climate Control	J.R. Barto	Sheldon Mechanical	WR Robbins Co.		
Backdraft Dampers at Exhaust as Required	Included	Included	Included	Included		
Condensate Drain Piping - 1/M505	w/ Plumbing	w/ Plumbing	w/ Plumbing	w/ Plumbing		
22 ga galv hoods at roof ductwork per 4/M-510	10,050	10,050	10,050	20,000		
Furnish & Install HVAC Controls	Included	Included	Included	Included		
Energy Management and Building Management Control Systems (DDC)	Included	Included	Included	Included		
MFR - Alerton	Included	Included	Included	Included		
Tie-In Controls w/ Current EMS Already Serving the Existing Campus (RFI #29)	Included	Included	Included	Included		
All Low Voltage Wiring for Own Systems	Included	Included	Included	Included		
All Duct Supports, Seismic Restraints, and Bracing as Required	Included	Included	Included	Included		
HVAC Mounting - M.W. Sausse & Co, Vibrex VIC-EQ w/ Spring Mounts M-521	Included	Included	Included	Included		
All Piping and Duct Insulation as Required	Included	Included	Included	Included		
All Mechanical Piping as Shown on Plans	Included	Included	Included	Included		
Sound and Vibration Control	Included	Included	Included	Included		
Access Panels as Required - Furnish Only	Included	3,500	Included	Included		
All Required Signage and Identification Labels	Included	Included	Included	Included		
Splay Wires for HVAC Registers and Grilles as Required	w/ ACT	w/ ACT	w/ ACT	w/ ACT		
Safety walk and progressive cleanup	6,218	6,218	6,218	6,218		
Construction Filters and Final Filters	Included	Included	Included	Included		
All Sheet Metal Flashings as Required	Included	Included	Included	Included		
Firestopping at Penetrations	Included	2,000	Included	Included		
Testing and Balancing	Included	Included	Included	Included		
Duct Pressure Testing	Qualify Exclude	Qualify Exclude	Qualify Exclude	Included		
Hoisting of Own Material as Required	Included	Included	Included	Included		
BIM Coordination	6,700	6,700	6,700	6,700		
ARC.11	(56,000)	(56,000)	(56,500)	(56,000)		
ARC.24	(42,000)	(42,000)	(42,600)	(42,000)		
TOTALS	535,057	475,068	366,968	374,918	0	0
Recommendation:	Amount					
Sheldon Mechanical	366,968					

Bid Evaluation Report



Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Date Printed	7/27/2017
					Siemens	
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	Included	
Spec #: 28 1600 - Intrusion Detection System	Included	Included	Included	Included		
Spec #: 28 3100 - Fire Detection and Alarm System	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	60 Days	60 Days	30 Days	60 Days	

Bid Evaluation Report



Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
	Prevaling Wage	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards Attachment C Acknowledgement	Yes	Yes	Yes	Yes	No	
	Included	Included	Included	Included	Included	
Furnish & Install Building Electrical	Included	Included	Included	Included		
Main Gear and Panels	Included	Included	Included	Included		
1200A WP Main Switch Board, 480Y/277V, 3 Phase, 4W Panel board ("MP"/E-030)	Included	Included	Included	Included		
500KVA WP Site Transformer w/ Disconnect	Included	Included	Included	Included		
Distribution Boards	Included	Included	Included	Included		
Panel Boards	Included	Included	Included	Included		
Lighting Control Panels and Lighting Control System	Included	Included	Included	Included		
Circuit Breakers	Included	Included	Included	Included		
Transformers	Included	Included	Included	Included		
Ground Bus / Grounding Systems	Included	Included	Included	Included		
Distribution, Conduit and Wiring	Included	Included	Included	Included		
Copper Bussing and Wiring w/ Rigid Conduit	Included	Included	Included	Included		
Feeders (RFI# 26)	Included	Included	Included	Included		
Power Distribution	Included	Included	Included	Included		
Conduits & Raceways	Included	Included	Included	Included		
Lighting Switches, Conduit and Wiring	Included	Included	Included	Included		
Cable Trays	Included	Included	None Shown	None Shown		
Terminal Cabinets & Racks	Included	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included	Included		
Wiring Devices	Included	Included	Included	Included		
Switches / Disconnects	Included	Included	Included	Included		
Overcurrent Protection	Included	Included	Included	Included		
Connections to Existing Generator	2,500	2,500	2,500	2,500		
Power to Equipment	Included	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included	Included		
Power to Misc. Equipment / Motors / Devices	Included	Included	Included	Included		
Power to Electric Overhead Coiling Doors w/ Low Voltage Wiring (RFI# 62)	Included	Included	Included	Included		
Power to Building Lighting w/ Controls and Panels	Included	Included	Included	Included		
Power for Irrigation Controller (RFI#65)	Included	Included	Included	Included		
Conduit & Back Boxes Only:	Included	Included	Included	Included		
Voice / Data / CATV Systems	Included	Included	Stubs to Ceiling	Included		
Computer Network Cabling System	Included	Included	Included	Included		
Autonomous PA System	Included	Included	Included	Included		
Occupancy / Motion Sensor System	Included	Included	Included	Included		
Energy Management Systems / HVAC Controls	Included	Included	T-Stat Conduit Only	Included		

Bid Evaluation Report



Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Date Printed	7/27/2017
					Siemens	
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	See Below	See Below	See Below	See Below	See Below	
Fire Alarm System	71,131	71,131	Included	71,131	71,131	
Complete Addressable Fire Alarm System (E-204 & E-304)	Included	Included	Included	Included	Included	
<i>Manufacturer - Siemens</i>	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	27,500		
<i>MFR - Per Specs</i>	Included	Included	Included	Included		
Computer, Monitors, and Recording Devices Complete	By Owner	By Owner	By Owner	By Owner		
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	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		
Tuners, 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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Date Printed	7/27/2017
					Siemens	
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:						
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	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	Included	Included	Included	Included		
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Date Printed	7/27/2017
					Siemens	
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	Included	
Caulkings / Sealants	Included	Included	Included	Included	Included	
Sleeves / Fire Caulking / Firestopping, as required	Included	Included	Included	Included	Included	
Sound and Vibration control	Included	Included	Included	Included	Included	
All Block Outs, Inserts, Coring, Notching, etc.	Included	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	Included	
Seismic Bracing to Meet Code	Included	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				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Alternates						
Add Alternate (RFI#70) - Per Spec 101400 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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.	Date Printed	7/27/2017
					Base Bid	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	35,467	32,985	35,467	35,467		
Demolition Plan C-101, at New Building location	Included	Included	Included	Included		
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.	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				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Standard Demolition	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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Pavinig	Date Printed	7/27/2017
					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	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 RFI's 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	8,790	10,820	10,820	10,820	10,820
Sandblast existing striping at existing lot per Demo sheet C-102	Included	Included	-----	-----	-----	-----
Installation of new work at Existing Parking Lot:	Included	Included	-----	-----	-----	-----
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Pavingig	Date Printed	7/27/2017
					Berry Engineering	B&M Contractors
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 13, 2.01,C.1-3 & 13/A-105	Included	Included	-----	-----	-----	-----
Precast 6' length x 6" ht doweled into paving per detail	Included	Included	-----	-----	-----	-----
Signage - Accessible sign w/ Posts & footing - 1, 9/A-105	Included	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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Date Printed	7/27/2017
					Berry 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 RFI's 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 eqaul perr 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	Included	Included	Included	22,332	Included	
Note 13 - Concrete Curb per det 9/C-702	Included	Included	Included	Included	Included	
6" wide concrete curb at perimeter of play area	Included	8,400	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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Date Printed	7/27/2017
					Berry Engineering	
4" Minimum Base course compacted & ready for rubber surfacing	3,575	3,575	3,575	3,575	3,575	
New handball walls & footings complete adjacent new playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	
Site Concrete Work at New Building:	Included	Included	Included	126,878	Included	
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" ocew	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	Included	Included	Included	Included	Included	
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		
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		
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
	Note 13 - Rubber Mat Curb - 9/C-702	Included	NEED	Included	Included	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	0
Recommendation:	Amount					
B&M Contractors	147,475					

Bid Evaluation Report



Playfield Equipment	Marshall Classroom Building			Job Number	1641
				Bid Date	6/7/2017
				Date Printed	7/27/2017
Description	Subcontractors				
	Miracle Playground Equipment / Central Coast Playgrounds	Dave Bang Associates / Miracle Playground	SpectraTurf / Miracle Playground		
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			
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Miracle Playground Equipment / Central Coast Playgrounds	Dave Bang Associates / Miracle Playground	SpectraTurf / Miracle Playground		Date Printed	7/27/2017
	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	0	0
Recommendation:	Amount					
SpectraTurf / Miracle Playground	100,262					

Bid Evaluation Report



Landscape & Irrigation	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy	Date Printed	7/27/2017
					Plowboy	Venco Western
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 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	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:	Included	Included	Included	Included	Included	Included
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				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy	Date Printed	7/27/2017
					Plowboy	Venco Western
(1) Year Warranty	Included	Included	Included	Included	Included	Included
Spoils Removal	200	200	200	200	200	200
Move-Ins (2)	1,500	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	5,000
Removal & reinstallation of Irrigation at Demoed areas	Included	Included	Included	Included	Included	Included
Removal & reinstallation of Planting at Demoed areas	Included	Included	Included	Included	Included	Included
Existing Grass Field	35,185	35,185	35,185	35,185	35,185	35,185
Modify existing Irrigation at grass playfield for trailer/laydown area	Included	Included	Included	Included	Included	Included
Geofabric over the grass, rock surface as base during operations	Included	Included	Included	Included	Included	Included
Removal of rock & geofabric at project completion	Included	Included	Included	Included	Included	Included
Regrade, fine grade ready for new grass at laydown area	Included	Included	Included	Included	Included	Included
Rework & start-up existing Irrigation heads	Included	Included	Included	Included	Included	Included
Reinstallation of Grass Planting, hydroseed, at laydown area	Included	Included	Included	Included	Included	Included
TOTALS	86,443	87,525	81,345	103,825	96,625	93,093
Recommendation:	Amount					
Dufau Landscape	81,345					

Bid Evaluation Report



Site Utilities	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Date Printed	7/27/2017
					Suttles Plumbing	Toro Ent.
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 RFI's 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	
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	
Site Utilities	Included	Included	Included	Included	Included	
Utility Location (C Below)	2,500	2,500	2,500	2,500	2,500	
Cutting and Capping of Existing Utilities	Included	Included	Included	Included	Included	
Layout and Trenching	Included	Included	Included	Included	Included	
Sawcutting & removal of surface for New Utilities	3,584	3,584	3,584	3,584	3,584	
Traffic Control	Included	Included	Included	Included	Included	
Traffic Rated Trench Plates	Included	Included	Included	Included	Included	
Temp Asphalt Patching	2,048	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	Included	75,865	Included	21,452	Included	
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 perr APWA Std Plan 222-2	Included	Included	Included	Included	Included	
Storm Drain	Included	173,320	Included	143,618	Included	
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	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					Job Number	1641
	Subcontractors					Bid Date	6/7/2017
Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Suttles Plumbing	Date Printed	7/27/2017
						Toro Ent.	
Note 4 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included		
Note 5 - Install Atrium 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	Included	64,295	Included	33,353	Included		
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included		
Note 30 - Connect to existing onsite main line	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		
Note 32 - Install AWWA C900 PVC pressure Class 200 Water line per 4/C-701	Included	Included	Included	Included	Included		
Note 33 - Install concrete thrust block per 4/C-703	Included	Included	Included	Included	Included		
Note 34 - Connect to bldg Fire Water connection	Included	Included	Included	Included	Included		
Note 35 - Connect to building Domestic Water connection	Included	Included	Included	Included	Included		
Note 36 - Connect to existing onsite main line	Included	Included	Included	Included	Included		
Note 37 - Install Gate valve per 5/C-701	Included	Included	Included	Included	Included		
Note 38 - Fire Department Connection per 1/C-704	Included	Included	Included	Included	Included		
Note 39 - Connect to onsite main water line	Included	Included	Included	Included	Included		
Includes:	Included	Included	Included	Included	Included		
Sawcutting for New Utilities	Included	Included	Included	Included	Included		
Excavation, compact bottom, sand shading, install pipe, backfill, compaction of trench	Included	Included	Included	Included	Included		
Base Pave Trenches	Included	Included	Included	Included	Included		
Overlay trench with new AC Paving section	Included	Included	Included	Included	Included		
Lane Closure/Traffic Control	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		
Include tapping into existing mainline for new lines	Included	Included	Included	Included	Included		
Sawcut & remove AC paving & put back for access to mainline tap-in	Included	Included	Included	Included	Included		

Bid Evaluation Report



Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Suttles Plumbing	Toro Ent.
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	
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: 9/19/18

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 Supplemental Work Authorization Letter #6S to Earth Systems Pacific, for Geotechnical Observation & Testing Services for the Marshall New Classroom Building 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, Material Testing and Special Inspections Services.

The District, in consultation with CFW recommends issuing Supplemental Work Authorization Letter #6S to Earth Systems Pacific, to provide Geotechnical Observation & Testing Services for the Marshall New Classroom Building Project.

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

Master Agreement: **#13-122**

Supplemental Work Authorization Letter: **#6S**

Consultant: **Earth Systems Pacific**

Date Issued: **09/19/2018**

FISCAL IMPACT

The Geotechnical Observation & Testing Services will be completed for a fee of **Four Thousand Eight Hundred Dollars and Zero Cents (\$4,800.00)** 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 Inc., that the Board of Trustees approve WAL #6S for Master Agreement #13-122 with Earth Systems Pacific.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #6S, Earth Systems Pacific (1 Page)
- Earth Systems Pacific Proposal, August 24, 2018 (2 Pages)
- Master Agreement #13-122, Earth Systems Southern California (41 Pages)

	WORK AUTHORIZATION LETTER	
	GENERAL INFORMATION	
	PROJECT #: SITE NAME: Marshall Elementary School MASTER AGREEMENT #: 13-122 WAL #: 6S	DATE: 9/19/2018 DSA #: 03-116806 OPSC #: 72538-91 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. Participation at the preconstruction conference, geotechnical observation and compaction testing during grading operations, laboratory testing during site grading, compaction testing within fire department turnaround and other hardscape areas, laboratory testing for parking lots and 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: September 19, 2018	COMPLETION DATE: December 28, 2018	
FIXED FEE AMOUNT: Four Thousand Eight Hundred Dollars and Zero Cents (\$4,800.00)		
<i>This fee amount is based upon Consultant's proposal dated <u>8/24/18</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 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 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. # 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 Implementations Program COST ID: 6280	PREPARED BY: Sean Mahan P.O. AMOUNT:	
(PM APPROVAL SIGNATURE)	(DATE)	



Earth Systems

1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | www.earthsystems.com

August 24, 2018

Project No.: 301472-001
Reference No.: VT-24867-07

Attention: Sean Mahan
CFW, Inc.
smahan@cfwinc.com

Project: Marshall Classroom Building
2900 Thurgood Marshall Drive
Oxnard, California

Subject: Change Order Request for Grading Testing and Inspection

References: Proposal to Provide Testing and Special Inspection Services during Construction, April 10, 2017, Proposal No. VP-17-100A.

Earth Systems provided the referenced proposal to provide testing and inspection services during grading and utility installation for a new two-story classroom building at Marshall Elementary School in Oxnard, California. The estimated fees presented in that proposal were made without the benefit of a detailed construction schedule.

Project tracking of fees accumulated to date, and discussions with the Project Inspector, indicate that future required services will result in fees that will exceed the original estimate. Earth Systems presents this Change Order Request to cover fees for those future services.

Revised Estimate

Billings for July 2018 have recently been issued, and the addition of those fees bring the total charged to within \$50 of the original estimate of \$20,000. However, testing and inspection for parking area improvements, some utility installations, and recently added foundations are still expected to be required.

Earth Systems will continue to work with the Project Inspector to minimize the number of trips required to perform additional testing, and the following estimate has been generated based on conversations with the Project Inspector's anticipated need for additional services moving forward. This is a "good faith" estimate, and should not be considered "not-to-exceed". However, an additional change order request will be issued if it appears that this revised estimate will be exceeded.

Original Budget:	\$20,000.00
Change Order Request Budget Addition:	\$4,800.00
Total Revised Estimate	\$24,800.00

The contractual terms included in the master service agreement between the Oxnard School District and Earth Systems shall continue to apply to this phase of work on the project.

Upon acceptance of this change order request, 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

Client Name (in print)

Date

Copies: 1 - Oxnard School District c/o CFW, Attention: Sean Mahan (via email)
1 - Proposal File

**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

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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>		
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 #13-122

**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/payrollplus 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

Not Project Related

Project #13-122

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
 Project #13-122

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,

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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:

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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.

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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

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**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

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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 appraised 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.

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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.

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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

Not Project Related

Project #13-122

- 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

Project #13-122

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 PROGRESS BILLING FORM

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

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

SUBCONTRACTOR: VENDOR NAME
PREPARED BY: _____
EMAIL: _____
PHONE #: _____
FAX #: _____

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
		SUBTOTALS				#VALUE!	\$0.00	#VALUE!	#VALUE!

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

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

First Billing.

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

Subsequent Billings

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

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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 CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <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: 9/19/18

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 #14S (“WAL #14S”) for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental Support Services for the Rose Avenue Elementary School Reconstruction Project (Penanhoat/Fateh/CFW)

Rincon Consultants Inc. will provide environmental support services to lead the monitoring and oversight activities for the Rose Avenue Elementary School Reconstruction Project. Previously under WAL #14, Rincon subcontracted with a concrete coring company to core up to 41 soil borings located in paved areas. Following soil sampling, Rincon field staff encountered stained soil exhibiting hydrocarbon odor. Under WAL #14S, up to 20 discrete soil samples which appeared to be contaminated will be analyzed for total petroleum hydrocarbons such as gasoline, diesel, and oil (TPHg, TPHd, and TPHo, respectively), and for volatile organic compounds (VOCs).

This Supplemental Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-131**

Supplemental Work Authorization Letter: **#14S**

Consultant: **Rincon Consultants Inc.**

Date Issued: **9/19/18**

FISCAL IMPACT

Supplemental Work Authorization Letter #14S to Agreement #13-131 includes additional soil analysis for **Seven Thousand Nine Hundred Sixty-One Dollars and Zero Cents (\$7,961.00)** 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 CFW, that the Board of Trustees approve Supplemental Work Authorization Letter #14S to Agreement #13-131 with Rincon Consultants Inc. to provide soil analysis for the Rose Avenue Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Supplemental Work Authorization Letter #14S, Rincon Consultants Inc. (1 Page)
- Rincon Consultants Inc. Proposal, August 24, 2018 (4 Pages)
- Master Agreement #13-131, Rincon Consultants Inc. (53 Pages)

	WORK AUTHORIZATION LETTER	
	GENERAL INFORMATION	
	PROJECT #: SITE NAME: Rose Avenue Reconstruction MASTER AGREEMENT #: 13-131 WAL #: 14S	DATE: 9/19/2018 DSA # 03-119284 OPSC # VENDOR ID:
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	Rincon Consultants Inc. 180 North Ashwood Avenue Ventura, CA 93003 (805)644-4455
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
<p><i>Rincon Consultants Inc. will provide environmental support services to lead the monitoring and oversight activities for the project. This supplemental WAL encompasses the following scope of work. Rincon will subcontract a concrete coring company to core up to 41 soil borings located in paved areas. Following soil sampling, Rincon will patch the borings with materials to match the surrounding surface. Patching will increase the number of field days for each of the two field staff by one. During sampling, Rincon field staff encountered stained soil exhibiting hydrocarbon odor. Therefore, up to 20 discrete soil samples which appeared to be contaminated will be analyzed for total petroleum hydrocarbons as gasoline, diesel, and oil (TPHg, TPHd, and TPHo, respectively), and for volatile organic compounds (VOCs).</i></p>		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE: 9/19/2018	COMPLETION DATE: 12/18/2020	
FIXED FEE AMOUNT: Seven Thousand Nine Hundred Sixty-One Dollars and Zero Cents (\$7,961.00)		
<i>This fee amount is based upon Consultant's proposal dated <u>8/24/2018</u> and subsequent negotiations mutually agreed to by all parties</i>		
<p><i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT	
(SIGNATURE)	(DATE)	(SIGNATURE) (DATE)
FOR DISTRICT USE ONLY		
PROJECT MANAGER: Mario Mera P.O. # SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds COST ID: 6271	PREPARED BY: Sean Mahan P.O. AMOUNT:	
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 95819

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

August 24, 2018
Project No: 18-06330

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

**Subject: Addendum to Proposal for Phase I ESA and Phase I ESA Addendum Field Investigation
Rose Avenue Elementary School, 220 South Driskill Street, Oxnard, California**

Dear Ms. MacIsaac:

Rincon Consultants, Inc. (Rincon) is pleased to submit this addendum to the proposal dated July 27, 2018 to conduct a Phase I Environmental Site Assessment (ESA) and subsequent Phase I ESA Addendum Field Investigation at Rose Avenue Elementary School on behalf of the Oxnard School District (subject property). Rincon understands that the subject property is an existing elementary school constructed circa 1965. Extensive modernization will be conducted at the school which will include construction of new classroom school buildings, administrative space, and a multipurpose room on the existing playfields. Once complete, school operations will be transferred to the new facilities and the existing facilities will be demolished. New playfields will be constructed at the location of the former structures.

Scope of Work

In addition to the previously approved Phase I and Phase I Addendum scope of work, the following work will be conducted.

Concrete Coring and Patching

Rincon will subcontract a concrete coring company to core up to 41 soil borings located in paved areas. Following soil sampling, Rincon will patch the borings with materials to match the surrounding surface. Patching will increase the number of field days for each of the two field staff by one.

Phase I ESA Addendum Field Investigation

During sampling, Rincon field staff encountered stained soil exhibiting hydrocarbon odor. Therefore, up to 20 discrete soil samples which appeared to be contaminated will be analyzed for total petroleum hydrocarbons as gasoline, diesel, and oil (TPHg, TPHd, and TPHo, respectively), and for volatile organic compounds (VOCs).



Schedule and Cost

Soil analytical results will be provided within 5 to 7 business days. Our cost estimate for this additional work is **\$7,961** (see Table 1, attached). The total cost estimate for this project, including previously approved work is **\$33,429**.

Assumptions

- The scope of work for the Phase I Addendum has been developed based on preliminary site information; the scope of work is subject to change based the results of the Phase I ESA.
- OCPs, arsenic, lead, TPH, and VOCs are the only constituents of concern for the investigation; therefore, chemical analyses for other constituents will not be required.
- Up to two samples will undergo STLC analysis for lead, and up to three samples will undergo STLC and TCLP analysis for pesticides. No soil samples will undergo STLC or TCLP analysis for other contaminants of concern.
- A review of Title V Safety Criteria (i.e., the California Department of Education (CDE) "Checklist") will not be required as part of the Phase I ESA scope of work.
- Soil sampling will be conducted concurrently with the Phase I ESA site reconnaissance.
- Twelve buildings are presumed to have been constructed prior to 1993; two are no longer present.
- Groundwater investigation will not be required under this field investigation.
- All areas of the site are accessible.
- There are no hindrances to the work schedule as a result of access limitations or inclement weather.
- Rincon is not responsible for any damages to underground improvements not clearly or accurately marked by the client or USA.
- The soil type is such that the borings can be advanced to specified depths using a hand auger, and the sampling can be completed in four eight-hour work days.
- Costs incurred due to a change in scope will be discussed with the client prior to implementation.
- The soil samples will be analyzed on a standard turnaround time (five to seven business days).
- Investigation-derived waste is not anticipated to be generated as part of this investigation, therefore waste-disposal costs are not included in this proposal.
- Concrete and asphalt cores will not be completed by Oxnard School District staff.
- The Phase I ESA and Phase I Addendum ESA Field Investigation are not being conducted under regulatory agency oversight.



Authorization

We are prepared to begin this work effort immediately upon receipt of authorization for conducting the above tasks.

We look forward to continuing to support Caldwell Flores Winters, Inc. for this important project. As always, please feel free to contact us if you have any questions.

Sincerely,

Rincon Consultants, Inc.

Jennifer Bauer Morton, PG, QSP/QSD
Senior Project Manager

Attachment: Table 1

Ed Morelan, PG, CEG
Principal/Senior Engineering Geologist

**Table 1 - Phase I ESA Addendum - Concrete Coring and TPH Sampling
Rose Avenue Elementary School
Oxnard, California
Rincon Consultants, Inc. - Revised August 24, 2018**

Item	Unit	Cost per Unit	Number of Units	Subtotal
Phase I ESA Addendum - Soil Sampling and Concrete Coring				
Environmental Scientist - Field Sampling (two field staff/one field day)	day	\$1,150	2	\$2,300
Field Equipment: Vehicle, Auger, Sample Containers, etc.	day	\$250	1	\$250
Concrete coring	each	\$52	41	\$2,132
Concrete and supplies	cost + 15%	\$59	1	\$59
Subtotal Soil Sampling and Concrete Coring				\$4,741
Soil Laboratory Analysis (standard 5- 7 business day turnaround time)				
TPHg (EPA 8015M)	sample + 15%	\$35	20	\$700
TPHd, TPHo (EPA 8015M)	sample + 15%	\$40	20	\$800
VOCs (EPA 8260B)	sample + 15%	\$86	20	\$1,720
Subtotal Laboratory Analysis				\$3,220
TOTAL				\$7,961

Notes:

EPA - United States Environmental Protection Agency
 TPHg - Total Petroleum Hydrocarbons as Gasoline
 TPHd - Total Petroleum Hydrocarbons as Diesel
 TPHo - Total Petroleum Hydrocarbons as Oil
 VOCs - Volatile Organic Compounds

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

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

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

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.

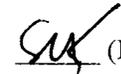
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that 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.

 (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

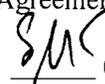
29. **District Administrator.** **Lisa Franz** shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be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

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Stephen Svete
T: (805) 644-4455
Email: svete@rinconconsultants.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

RINCON CONSULTANTS INC.:

[Signature]
Signature

STEPHEN SNEYDE, AICP/N.P.
Typed Name/Title

10-31-2013
Date

Tax Identification Number: 77-0390093

Not Project Related

Project #13-131

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

Not Project Related

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	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:		

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

COMPENSATION & RATE/FEE SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

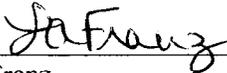
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 

Lisa A. Franz
Director, Purchasing

Not Project Related

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

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: STEPHEN SVETE

Title: VICE PRESIDENT

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

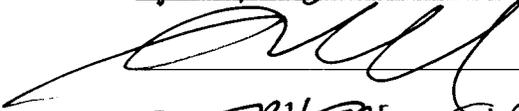
Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature:

By:


STEPHEN SVETE

Its:

VICE PRESIDENT

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**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

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

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

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

1. Project Initiation:

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

2. Calendar of Events:

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

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3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

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5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
- The EIR shall include an analysis of the existing recreational facilities in the area of the project site.

xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:

- Cumulative impacts
- Growth inducing impacts
- Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
- Unavoidable adverse impacts
- Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.

xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.

xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

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

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

Not Project Related

Project #13-131

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

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

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

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

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

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

12. Project Management and Attendance at Progress Meetings:

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

13. Progress Reports:

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

Not Project Related

Project #13-131

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

14. Reports:

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

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

15. Time

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

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

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

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

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

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

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

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

16. Accuracy Standards

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

- Not Project Related
- Project #13-131

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131
INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___ : [INSERT PROJECT NAME]

Consultant: Rincon Consultants, Inc. ("Rincon")

Rincon has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of Rincon, 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.

 Rincon Consultants, Inc. Date

The invoice has been reviewed by the following and is recommended for payment:

 Caldwell Flores Winters, Inc. Date

 Oxnard School District Date
 Lisa Cline, Assistant Superintendent,
 Business and Fiscal Services

Not Project Related

Project #13-131

CONSULTANT/VENDOR PROGRESS BILLING FORM

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

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

SUBCONTRACTOR: VENDOR NAME
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

(Faint, illegible text, possibly a stamp or header information)

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
		SUBTOTALS		#VALUE!	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!

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

Not Project Related

Project #13-131

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

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

Subsequent Billings

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/DP AGG	\$ 4,000,000
								\$
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	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROF LIABILITY/ CLMS MDE TRANSPORTATION COV. /CLMS MDE	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG 1,000,000 PER OCC	

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

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED. EACH INSURANCE POLICY REQUIRED BY THIS AGREEMENT SHALL BE ENDORSED AND STATE THE COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELLED BY THE INSURER OR EITHER PARTY TO THIS AGREEMENT, REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO DISTRICT.

CERTIFICATE HOLDER

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
Paul Finn

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

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

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ENV030030-11-01
NAMED INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY
ENV 98 031 11 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07

ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:

1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER TWIW Insurance Services LLC - #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	
	PHONE (A/C. No. Ext): (805) 585-6732 FAX (A/C. No.): (805) 585-6832 E-MAIL ADDRESS: dirwin@twiw.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Golden Eagle Ins Corp.	10836
	INSURER B: QBE Ins Corp	39217
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 13/14 AU/WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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 \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA1078780	12/17/2012	12/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	EQB0201324	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AUTO: Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

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

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based per with for We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 day, and will only be allowed for a period of time it should take to repair or replace the vehicle reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

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

7. Lease Gap Coverage

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

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

B. EXCLUSIONS

The following is added to Paragraph 3

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

Paragraph 4 is replaced with the following:

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

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

Exclusion 4.c does not apply to:

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

D. DEDUCTIBLE

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

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

B. General Conditions

1. Bankruptcy

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

2. Concealment, Misrepresentation Or Fraud

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

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

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

4. No Benefit To Bailee – Physical Damage Coverages

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

5. Other Insurance

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

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
- The coverage territory is:
- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured";
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 - J. "Loss" means direct and accidental loss or damage.

- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M.** "Property damage" means damage to or loss of use of tangible property.
- N.** "Suit" means a civil proceeding in which:
1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P.** "Trailer" includes semitrailer.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013 Policy No. EQB0201324 Endorsement No. 000
Insured RINCON CONSULTANTS INC
Insurance Company QBE INSURANCE CORPORATION

Countersigned By _____

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: September 19, 2018

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

Agreement Category:

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

SECTION D: ACTION _____

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

**Oxnard School District 2017-18 Unaudited Actual Financial Information
(Penanhoat/Crandall Plasencia)**

In keeping with Educational Code Section 42100 which states that “*On or before September 15, the governing board of each school district shall approve, on a form prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the district for the preceding fiscal year and shall file the statement with the County Superintendent of Schools*”, the Oxnard School District 2017-18 Unaudited Actual Financial Information is presented to the Board.

This year VCOE has approved extending the above filing deadline to September 20 since they are aware that the closest Board meeting date is the 19th.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees accept the Oxnard School District 2017-18 Unaudited Actual Financial Information and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIAL

Attached: Oxnard School District Unaudited Actual Financial Information (145 pages)

2017-2018 UNAUDITED ACTUAL FINANCIAL INFORMATION



Board Meeting of
September 19, 2018

Prepared by:
Janet Penanhoat, Assistant Superintendent,
Business & Fiscal Services
and
Mary Crandall Plasencia, Director of Finance

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.



OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 487-3918

OXNARD SCHOOL DISTRICT Unaudited Actual Financial Information 2017-2018

September 19, 2018

Members of the Board of Trustees
Citizens and Administration of the District

Ladies and Gentlemen:

Educational Code Section 42100 states that “*on or before September 15, the governing board of each school district shall approve, on a form prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the district for the preceding fiscal year and shall file the statement with the County Superintendent of Schools.*” Since the closest Board meeting date is the 19th, for Fiscal Year 2017-2018 the Unaudited Actuals will be submitted to the VCOE for review on September 20th, 2018.

In keeping with Educational Code Section 42100 the Oxnard School District is providing for your review the final Unaudited Actuals for the financial year ending June 30th, 2018 for all District funds.

With the exception of the District’s beginning balance and reserve adjustments, the 2018-19 budget remains unchanged from the June 20, 2018 Adopted Budget. Changes in the estimated fund balances due to the 2017-18 ‘Unaudited Actuals’ are incorporated into the beginning balances for 2018-19 for all funds.

Respectfully Submitted,

Janet Penanhoat
Assistant Superintendent, Business & Fiscal Services

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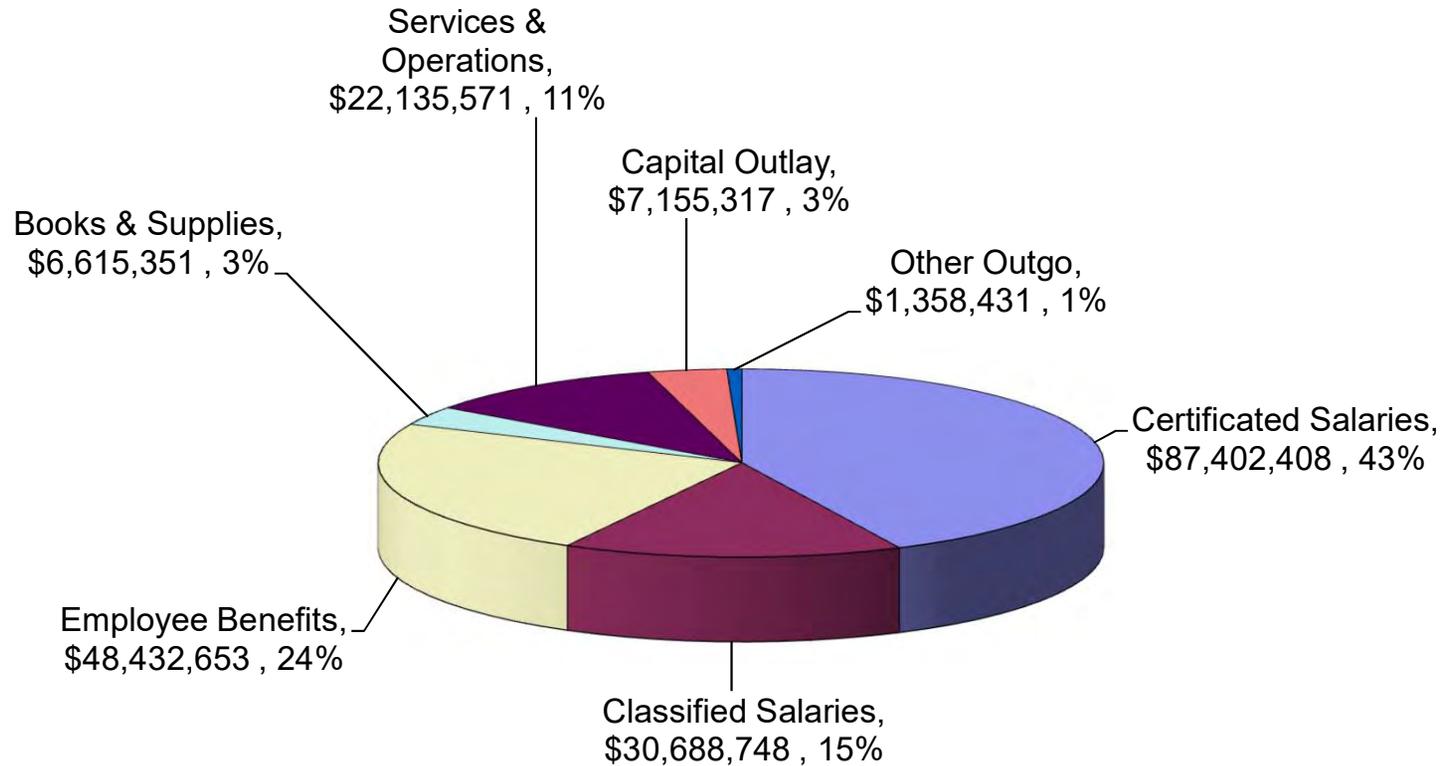
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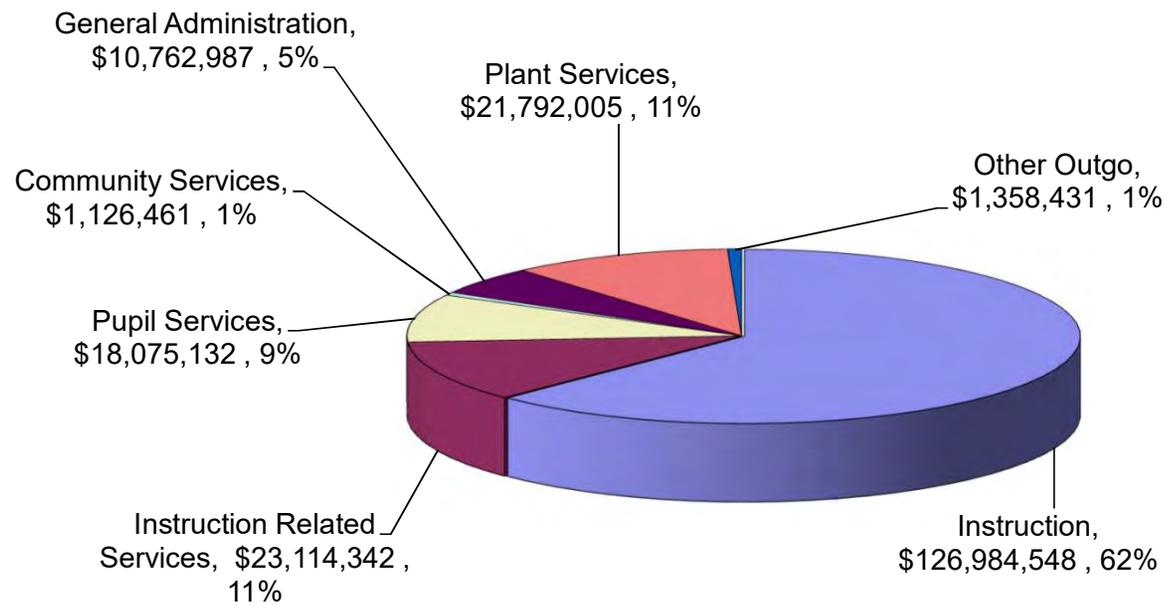
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2017-18
Unaudited Actuals-General Fund Expenditures by Function



Unaudited Actuals
FINANCIAL REPORTS
2017-18 Unaudited Actuals
Summary of Unaudited Actual Data Submission

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	61.50%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2019-20 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your Appropriations Limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	\$0.00
	Adjusted Appropriations Limit	\$94,360,043.63
	Appropriations Subject to Limit These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	\$94,360,043.63
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2019-20, subject to CDE approval.	3.98%

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2017-18 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: _____

To the Superintendent of Public Instruction:

2017-18 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: _____
County Superintendent/Designee
(Original signature required)

Date: _____

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

For School District:

Cynthia Bridges

Mary Crandall Plasencia

Name

Name

Director, School Business Advisory Services

Director of Finance

Title

Title

805-383-1980

805-385-1501 x2455

Telephone

Telephone

cbridges@vcoe.org

mcrandallplasencia@oxnardsd.org

E-mail Address

E-mail Address

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2017-18 Unaudited Actuals	2018-19 Budget
01	General Fund/County School Service Fund	GS	GS
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund		G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects	G	G
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects		
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund	G	G
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
76A	Changes in Assets and Liabilities (Warrant/Pass-Through)	S	
95A	Changes in Assets and Liabilities (Student Body)	S	
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets	S	
CA	Unaudited Actuals Certification	S	
CAT	Schedule for Categoricals		
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	GS	
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities	S	
ESMOE	Every Student Succeeds Act Maintenance of Effort	GS	
GANN	Appropriations Limit Calculations	GS	GS
ICR	Indirect Cost Rate Worksheet	GS	
L	Lottery Report	GS	
PCRAF	Program Cost Report Schedule of Allocation Factors	GS	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2017-18 Unaudited Actuals	2018-19 Budget
PCR	Program Cost Report	GS	
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)	S	S
SIAA	Summary of Interfund Activities - Actuals	G	

Description	2017-18 Unaudited Actuals			2018-19 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	15,983.76	15,983.56	15,983.76	15,983.76	15,983.76	15,983.76
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	15,983.76	15,983.56	15,983.76	15,983.76	15,983.76	15,983.76
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class	58.86	60.63	58.86	58.86	58.86	58.86
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	58.86	60.63	58.86	58.86	58.86	58.86
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	16,042.62	16,044.19	16,042.62	16,042.62	16,042.62	16,042.62
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2017-18 Unaudited Actuals			2018-19 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2017-18 Unaudited Actuals			2018-19 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	161,894,674.19	0.00	161,894,674.19	171,405,311.00	0.00	171,405,311.00	5.9%
2) Federal Revenue		8100-8299	0.00	11,557,870.76	11,557,870.76	0.00	9,076,398.00	9,076,398.00	-21.5%
3) Other State Revenue		8300-8599	6,571,255.55	9,736,814.83	16,308,070.38	8,797,890.00	5,617,305.00	14,415,195.00	-11.6%
4) Other Local Revenue		8600-8799	2,234,161.65	7,825,838.61	10,060,000.26	1,536,400.00	7,145,612.00	8,682,012.00	-13.7%
5) TOTAL, REVENUES			170,700,091.39	29,120,524.20	199,820,615.59	181,739,601.00	21,839,315.00	203,578,916.00	1.9%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	79,478,548.86	7,923,859.28	87,402,408.14	67,057,545.00	14,645,440.00	81,702,985.00	-6.5%
2) Classified Salaries		2000-2999	20,680,762.62	10,007,985.32	30,688,747.94	20,070,220.00	10,590,481.00	30,660,701.00	-0.1%
3) Employee Benefits		3000-3999	38,166,389.95	10,266,263.16	48,432,653.11	35,326,646.00	8,729,716.00	44,056,362.00	-9.0%
4) Books and Supplies		4000-4999	3,149,683.04	3,465,667.95	6,615,350.99	10,055,933.00	3,387,745.00	13,443,678.00	103.2%
5) Services and Other Operating Expenditures		5000-5999	14,798,264.28	7,337,306.89	22,135,571.17	13,235,085.00	8,385,341.00	21,620,426.00	-2.3%
6) Capital Outlay		6000-6999	2,388,167.33	4,767,149.90	7,155,317.23	0.00	300,008.00	300,008.00	-95.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,358,431.14	0.00	1,358,431.14	2,736,397.00	0.00	2,736,397.00	101.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,576,754.29)	1,002,180.66	(574,573.63)	(1,529,316.00)	862,444.00	(666,872.00)	16.1%
9) TOTAL, EXPENDITURES			158,443,492.93	44,770,413.16	203,213,906.09	146,952,510.00	46,901,175.00	193,853,685.00	-4.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			12,256,598.46	(15,649,888.96)	(3,393,290.50)	34,787,091.00	(25,061,860.00)	9,725,231.00	-386.6%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	461,555.00	0.00	461,555.00	2,256,278.00	0.00	2,256,278.00	388.8%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(11,608,550.87)	11,608,550.87	0.00	(25,041,862.00)	25,041,862.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(12,070,105.87)	11,608,550.87	(461,555.00)	(27,298,140.00)	25,041,862.00	(2,256,278.00)	388.8%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			186,492.59	(4,041,338.09)	(3,854,845.50)	7,488,951.00	(19,998.00)	7,468,953.00	-293.8%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	34,862,538.93	5,892,768.37	40,755,307.30	34,190,749.27	1,851,430.28	36,042,179.55	-11.6%
b) Audit Adjustments		9793	(858,282.25)	0.00	(858,282.25)	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			34,004,256.68	5,892,768.37	39,897,025.05	34,190,749.27	1,851,430.28	36,042,179.55	-9.7%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			34,004,256.68	5,892,768.37	39,897,025.05	34,190,749.27	1,851,430.28	36,042,179.55	-9.7%
2) Ending Balance, June 30 (E + F1e)			34,190,749.27	1,851,430.28	36,042,179.55	41,679,700.27	1,831,432.28	43,511,132.55	20.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Stores		9712	104,786.43	0.00	104,786.43	100,000.00	0.00	100,000.00	-4.6%
Prepaid Items		9713	28,304.46	0.00	28,304.46	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	1,851,430.42	1,851,430.42	0.00	1,831,432.42	1,831,432.42	-1.1%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	17,131,508.05	0.00	17,131,508.05	17,181,508.05	0.00	17,181,508.05	0.3%
15/16 1x Funds - Dedicated Projects	0000	9780	2,036,750.00		2,036,750.00				
16/17 1x Funds - Dedicated Projects	0000	9780	50,000.00		50,000.00				
Technology Replacement	0000	9780	3,300,000.00		3,300,000.00				
Bus Replacement	0000	9780	100,000.00		100,000.00				
Textbook Set Aside	0000	9780	2,000,000.00		2,000,000.00				
Legal	0000	9780	500,000.00		500,000.00				
Additional Reserve - Economic Uncertai	0000	9780	9,144,626.00		9,144,626.00				
15/16 1x Funds - Dedicated Projects	0000	9780				2,036,750.00		2,036,750.00	
16/17 1x Funds - Dedicated Projects	0000	9780				50,000.00		50,000.00	
Technology Replacement	0000	9780				3,300,000.00		3,300,000.00	
Bus Replacement	0000	9780				150,000.00		150,000.00	
Textbook Set Aside	0000	9780				2,000,000.00		2,000,000.00	
Legal	0000	9780				500,000.00		500,000.00	
Additional Reserve - Economic Uncertai	0000	9780				9,144,626.00		9,144,626.00	

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	6,096,417.18	0.00	6,096,417.18	5,883,299.00	0.00	5,883,299.00	-3.5%
Unassigned/Unappropriated Amount		9790	10,809,733.15	(0.14)	10,809,733.01	18,494,893.22	(0.14)	18,494,893.08	71.1%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	32,640,715.98	(2,515,808.95)	30,124,907.03				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	20,000.00	0.00	20,000.00				
d) with Fiscal Agent/Trustee		9135	7,614,125.24	0.00	7,614,125.24				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	1,147,115.02	6,513,920.50	7,661,035.52				
4) Due from Grantor Government		9290	40.00	0.00	40.00				
5) Due from Other Funds		9310	1,398,261.95	0.00	1,398,261.95				
6) Stores		9320	104,786.43	0.00	104,786.43				
7) Prepaid Expenditures		9330	28,304.46	0.00	28,304.46				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			42,953,349.08	3,998,111.55	46,951,460.63				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	2,655,474.34	1,796,665.72	4,452,140.06				
2) Due to Grantor Governments		9590	1,752,553.00	0.00	1,752,553.00				
3) Due to Other Funds		9610	4,354,572.47	6,516.82	4,361,089.29				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	343,498.73	343,498.73				
6) TOTAL, LIABILITIES			8,762,599.81	2,146,681.27	10,909,281.08				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(must agree with line F2) (G9 + H2) - (I6 + J2)			34,190,749.27	1,851,430.28	36,042,179.55				

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF SOURCES									
Principal Apportionment State Aid - Current Year		8011	113,697,547.00	0.00	113,697,547.00	126,798,047.00	0.00	126,798,047.00	11.5%
Education Protection Account State Aid - Current Year		8012	21,349,569.00	0.00	21,349,569.00	19,742,859.00	0.00	19,742,859.00	-7.5%
State Aid - Prior Years		8019	115,185.00	0.00	115,185.00	0.00	0.00	0.00	-100.0%
Tax Relief Subventions Homeowners' Exemptions		8021	175,341.03	0.00	175,341.03	162,323.00	0.00	162,323.00	-7.4%
Timber Yield Tax		8022	0.00	0.00	0.00	4.00	0.00	4.00	New
Other Subventions/In-Lieu Taxes		8029	7,325.09	0.00	7,325.09	7,325.00	0.00	7,325.00	0.0%
County & District Taxes Secured Roll Taxes		8041	21,872,362.16	0.00	21,872,362.16	20,743,852.00	0.00	20,743,852.00	-5.2%
Unsecured Roll Taxes		8042	453,779.47	0.00	453,779.47	453,779.00	0.00	453,779.00	0.0%
Prior Years' Taxes		8043	139,263.01	0.00	139,263.01	139,263.00	0.00	139,263.00	0.0%
Supplemental Taxes		8044	1,133,114.69	0.00	1,133,114.69	730,815.00	0.00	730,815.00	-35.5%
Education Revenue Augmentation Fund (ERAF)		8045	183,670.03	0.00	183,670.03	1,003,069.00	0.00	1,003,069.00	446.1%
Community Redevelopment Funds (SB 617/699/1992)		8047	2,767,517.71	0.00	2,767,517.71	1,623,975.00	0.00	1,623,975.00	-41.3%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			161,894,674.19	0.00	161,894,674.19	171,405,311.00	0.00	171,405,311.00	5.9%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			161,894,674.19	0.00	161,894,674.19	171,405,311.00	0.00	171,405,311.00	5.9%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	2,733,290.48	2,733,290.48	0.00	2,753,960.00	2,753,960.00	0.8%
Special Education Discretionary Grants		8182	0.00	565,452.81	565,452.81	0.00	565,453.00	565,453.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		4,030,435.98	4,030,435.98		4,113,703.00	4,113,703.00	2.1%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Educator Quality	4035	8290		593,542.32	593,542.32		525,227.00	525,227.00	-11.5%
Title III, Part A, Immigrant Education Program	4201	8290		22,687.81	22,687.81		24,133.00	24,133.00	6.4%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, Part A, English Learner Program	4203	8290		1,140,694.21	1,140,694.21		893,922.00	893,922.00	-21.6%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3185, 4050, 4123, 4124, 4126, 4127, 5510, 5630	8290		0.00	0.00		0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	2,471,767.15	2,471,767.15	0.00	200,000.00	200,000.00	-91.9%
TOTAL, FEDERAL REVENUE			0.00	11,557,870.76	11,557,870.76	0.00	9,076,398.00	9,076,398.00	-21.5%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	350,828.00	350,828.00	0.00	350,828.00	350,828.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	2,873,287.00	0.00	2,873,287.00	5,995,508.00	0.00	5,995,508.00	108.7%
Lottery - Unrestricted and Instructional Materials		8560	2,621,801.74	997,127.19	3,618,928.93	2,437,382.00	801,331.00	3,238,713.00	-10.5%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		2,790,108.44	2,790,108.44		2,949,465.00	2,949,465.00	5.7%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		71,553.67	71,553.67		47,826.00	47,826.00	-33.2%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
California Clean Energy Jobs Act	6230	8590		216,038.00	216,038.00		0.00	0.00	-100.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,076,166.81	5,311,159.53	6,387,326.34	365,000.00	1,467,855.00	1,832,855.00	-71.3%
TOTAL, OTHER STATE REVENUE			6,571,255.55	9,736,814.83	16,308,070.38	8,797,890.00	5,617,305.00	14,415,195.00	-11.6%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from									
Delinquent Non-LCFF									
Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	13,999.99	0.00	13,999.99	0.00	0.00	0.00	-100.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	99,193.36	0.00	99,193.36	55,000.00	0.00	55,000.00	-44.6%
Interest		8660	487,995.47	0.00	487,995.47	350,000.00	0.00	350,000.00	-28.3%
Net Increase (Decrease) in the Fair Value									
of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	167,793.80	167,793.80	0.00	24,797.00	24,797.00	-85.2%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-LCFF									

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,632,972.83	388,003.81	2,020,976.64	1,131,400.00	127,853.00	1,259,253.00	-37.7%
Tuition		8710	0.00	57,529.00	57,529.00	0.00	9,000.00	9,000.00	-84.4%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		7,212,512.00	7,212,512.00		6,983,962.00	6,983,962.00	-3.2%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,234,161.65	7,825,838.61	10,060,000.26	1,536,400.00	7,145,612.00	8,682,012.00	-13.7%
TOTAL, REVENUES			170,700,091.39	29,120,524.20	199,820,615.59	181,739,601.00	21,839,315.00	203,578,916.00	1.9%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	66,301,289.79	6,688,329.44	72,989,619.23	55,492,584.00	9,614,407.00	65,106,991.00	-10.8%
Certificated Pupil Support Salaries		1200	5,990,721.39	312,656.55	6,303,377.94	5,197,420.00	3,647,724.00	8,845,144.00	40.3%
Certificated Supervisors' and Administrators' Salaries		1300	6,944,601.95	674,944.67	7,619,546.62	6,367,541.00	1,027,688.00	7,395,229.00	-2.9%
Other Certificated Salaries		1900	241,935.73	247,928.62	489,864.35	0.00	355,621.00	355,621.00	-27.4%
TOTAL, CERTIFICATED SALARIES			79,478,548.86	7,923,859.28	87,402,408.14	67,057,545.00	14,645,440.00	81,702,985.00	-6.5%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	978,181.62	5,409,339.85	6,387,521.47	906,389.00	5,922,850.00	6,829,239.00	6.9%
Classified Support Salaries		2200	5,290,613.56	2,386,059.74	7,676,673.30	5,113,495.00	2,524,733.00	7,638,228.00	-0.5%
Classified Supervisors' and Administrators' Salaries		2300	1,392,421.64	523,089.62	1,915,511.26	1,503,019.00	538,796.00	2,041,815.00	6.6%
Clerical, Technical and Office Salaries		2400	9,262,430.15	888,681.05	10,151,111.20	8,494,904.00	940,626.00	9,435,530.00	-7.0%
Other Classified Salaries		2900	3,757,115.65	800,815.06	4,557,930.71	4,052,413.00	663,476.00	4,715,889.00	3.5%
TOTAL, CLASSIFIED SALARIES			20,680,762.62	10,007,985.32	30,688,747.94	20,070,220.00	10,590,481.00	30,660,701.00	-0.1%
EMPLOYEE BENEFITS									
STRS		3101-3102	10,933,265.11	5,212,588.66	16,145,853.77	10,259,255.00	2,220,288.00	12,479,543.00	-22.7%
PERS		3201-3202	3,228,377.05	1,442,474.24	4,670,851.29	3,768,238.00	1,854,385.00	5,622,623.00	20.4%
OASDI/Medicare/Alternative		3301-3302	2,848,503.85	885,341.20	3,733,845.05	2,535,093.00	958,027.00	3,493,120.00	-6.4%
Health and Welfare Benefits		3401-3402	13,212,102.15	1,648,226.82	14,860,328.97	11,850,881.00	2,339,858.00	14,190,739.00	-4.5%
Unemployment Insurance		3501-3502	48,936.87	8,812.70	57,749.57	42,050.00	11,609.00	53,659.00	-7.1%
Workers' Compensation		3601-3602	2,512,351.72	451,689.43	2,964,041.15	2,157,941.00	598,351.00	2,756,292.00	-7.0%
OPEB, Allocated		3701-3702	3,812,206.24	498,645.67	4,310,851.91	3,454,798.00	747,198.00	4,201,996.00	-2.5%
OPEB, Active Employees		3751-3752	548,048.08	118,484.44	666,532.52	433,547.00	0.00	433,547.00	-35.0%
Other Employee Benefits		3901-3902	1,022,598.88	0.00	1,022,598.88	824,843.00	0.00	824,843.00	-19.3%
TOTAL, EMPLOYEE BENEFITS			38,166,389.95	10,266,263.16	48,432,653.11	35,326,646.00	8,729,716.00	44,056,362.00	-9.0%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	32,642.64	680,227.30	712,869.94	1,600,000.00	801,331.00	2,401,331.00	236.9%
Books and Other Reference Materials		4200	87,617.63	242,221.49	329,839.12	0.00	6,453.00	6,453.00	-98.0%
Materials and Supplies		4300	2,723,565.08	2,391,177.96	5,114,743.04	8,144,733.00	2,489,729.00	10,634,462.00	107.9%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Noncapitalized Equipment		4400	305,857.69	152,041.20	457,898.89	311,200.00	90,232.00	401,432.00	-12.3%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			3,149,683.04	3,465,667.95	6,615,350.99	10,055,933.00	3,387,745.00	13,443,678.00	103.2%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	4,237,661.16	2,816,275.23	7,053,936.39	3,550,000.00	4,305,731.00	7,855,731.00	11.4%
Travel and Conferences		5200	478,096.05	497,082.57	975,178.62	458,925.00	547,345.00	1,006,270.00	3.2%
Dues and Memberships		5300	103,646.76	6,018.00	109,664.76	108,710.00	39,091.00	147,801.00	34.8%
Insurance		5400 - 5450	757,066.71	0.00	757,066.71	756,684.00	0.00	756,684.00	-0.1%
Operations and Housekeeping Services		5500	2,683,887.66	0.00	2,683,887.66	2,675,000.00	0.00	2,675,000.00	-0.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,216,924.69	169,330.97	1,386,255.66	767,156.00	247,352.00	1,014,508.00	-26.8%
Transfers of Direct Costs		5710	(253,082.10)	253,082.10	0.00	(161,854.00)	161,854.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(36,266.47)	70,039.75	33,773.28	14,000.00	46,500.00	60,500.00	79.1%
Professional/Consulting Services and Operating Expenditures		5800	5,142,009.55	3,510,763.38	8,652,772.93	4,442,484.00	3,023,668.00	7,466,152.00	-13.7%
Communications		5900	468,320.27	14,714.89	483,035.16	623,980.00	13,800.00	637,780.00	32.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			14,798,264.28	7,337,306.89	22,135,571.17	13,235,085.00	8,385,341.00	21,620,426.00	-2.3%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	8,515.66	43,431.17	51,946.83	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	1,773,326.03	4,466,784.44	6,240,110.47	0.00	8.00	8.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	606,325.64	256,934.29	863,259.93	0.00	300,000.00	300,000.00	-65.2%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			2,388,167.33	4,767,149.90	7,155,317.23	0.00	300,008.00	300,008.00	-95.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	221,229.00	0.00	221,229.00	177,000.00	0.00	177,000.00	-20.0%
Payments to County Offices		7142	566,245.39	0.00	566,245.39	1,998,000.00	0.00	1,998,000.00	252.9%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	278,116.99	0.00	278,116.99	269,266.00	0.00	269,266.00	-3.2%
Other Debt Service - Principal		7439	292,839.76	0.00	292,839.76	292,131.00	0.00	292,131.00	-0.2%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,358,431.14	0.00	1,358,431.14	2,736,397.00	0.00	2,736,397.00	101.4%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(1,002,180.66)	1,002,180.66	0.00	(862,444.00)	862,444.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(574,573.63)	0.00	(574,573.63)	(666,872.00)	0.00	(666,872.00)	16.1%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,576,754.29)	1,002,180.66	(574,573.63)	(1,529,316.00)	862,444.00	(666,872.00)	16.1%
TOTAL, EXPENDITURES			158,443,492.93	44,770,413.16	203,213,906.09	146,952,510.00	46,901,175.00	193,853,685.00	-4.6%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	461,555.00	0.00	461,555.00	756,278.00	0.00	756,278.00	63.9%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	1,500,000.00	0.00	1,500,000.00	New
(b) TOTAL, INTERFUND TRANSFERS OUT			461,555.00	0.00	461,555.00	2,256,278.00	0.00	2,256,278.00	388.8%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(11,608,550.87)	11,608,550.87	0.00	(25,041,862.00)	25,041,862.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(11,608,550.87)	11,608,550.87	0.00	(25,041,862.00)	25,041,862.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(12,070,105.87)	11,608,550.87	(461,555.00)	(27,298,140.00)	25,041,862.00	(2,256,278.00)	388.8%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	161,894,674.19	0.00	161,894,674.19	171,405,311.00	0.00	171,405,311.00	5.9%
2) Federal Revenue		8100-8299	0.00	11,557,870.76	11,557,870.76	0.00	9,076,398.00	9,076,398.00	-21.5%
3) Other State Revenue		8300-8599	6,571,255.55	9,736,814.83	16,308,070.38	8,797,890.00	5,617,305.00	14,415,195.00	-11.6%
4) Other Local Revenue		8600-8799	2,234,161.65	7,825,838.61	10,060,000.26	1,536,400.00	7,145,612.00	8,682,012.00	-13.7%
5) TOTAL, REVENUES			170,700,091.39	29,120,524.20	199,820,615.59	181,739,601.00	21,839,315.00	203,578,916.00	1.9%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		100,070,578.25	26,913,969.53	126,984,547.78	90,658,995.00	28,966,089.00	119,625,084.00	-5.8%
2) Instruction - Related Services	2000-2999		19,801,622.07	3,312,719.76	23,114,341.83	16,800,466.00	4,251,450.00	21,051,916.00	-8.9%
3) Pupil Services	3000-3999		15,291,609.89	2,783,522.39	18,075,132.28	14,833,090.00	5,890,920.00	20,724,010.00	14.7%
4) Ancillary Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	1,126,461.04	1,126,461.04	0.00	1,419,889.00	1,419,889.00	26.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		9,684,385.31	1,078,601.58	10,762,986.89	12,151,014.00	862,444.00	13,013,458.00	20.9%
8) Plant Services	8000-8999		12,236,866.27	9,555,138.86	21,792,005.13	9,770,548.00	5,510,383.00	15,280,931.00	-29.9%
9) Other Outgo	9000-9999	Except 7600-7699	1,358,431.14	0.00	1,358,431.14	2,738,397.00	0.00	2,738,397.00	101.6%
10) TOTAL, EXPENDITURES			158,443,492.93	44,770,413.16	203,213,906.09	146,952,510.00	46,901,175.00	193,853,685.00	-4.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			12,256,598.46	(15,649,888.96)	(3,393,290.50)	34,787,091.00	(25,061,860.00)	9,725,231.00	-386.6%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	461,555.00	0.00	461,555.00	2,256,278.00	0.00	2,256,278.00	388.8%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(11,608,550.87)	11,608,550.87	0.00	(25,041,862.00)	25,041,862.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(12,070,105.87)	11,608,550.87	(461,555.00)	(27,298,140.00)	25,041,862.00	(2,256,278.00)	388.8%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			186,492.59	(4,041,338.09)	(3,854,845.50)	7,488,951.00	(19,998.00)	7,468,953.00	-293.8%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	34,862,538.93	5,892,768.37	40,755,307.30	34,190,749.27	1,851,430.28	36,042,179.55	-11.6%
b) Audit Adjustments		9793	(858,282.25)	0.00	(858,282.25)	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			34,004,256.68	5,892,768.37	39,897,025.05	34,190,749.27	1,851,430.28	36,042,179.55	-9.7%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			34,004,256.68	5,892,768.37	39,897,025.05	34,190,749.27	1,851,430.28	36,042,179.55	-9.7%
2) Ending Balance, June 30 (E + F1e)			34,190,749.27	1,851,430.28	36,042,179.55	41,679,700.27	1,831,432.28	43,511,132.55	20.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Stores		9712	104,786.43	0.00	104,786.43	100,000.00	0.00	100,000.00	-4.6%
Prepaid Items		9713	28,304.46	0.00	28,304.46	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	1,851,430.42	1,851,430.42	0.00	1,831,432.42	1,831,432.42	-1.1%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	17,131,508.05	0.00	17,131,508.05	17,181,508.05	0.00	17,181,508.05	0.3%
15/16 1x Funds - Dedicated Projects	0000	9780	2,036,750.00		2,036,750.00				
16/17 1x Funds - Dedicated Projects	0000	9780	50,000.00		50,000.00				
Technology Replacement	0000	9780	3,300,000.00		3,300,000.00				
Bus Replacement	0000	9780	100,000.00		100,000.00				
Textbook Set Aside	0000	9780	2,000,000.00		2,000,000.00				
Legal	0000	9780	500,000.00		500,000.00				
Additional Reserve - Economic Uncertai	0000	9780	9,144,626.00		9,144,626.00				
15/16 1x Funds - Dedicated Projects	0000	9780				2,036,750.00		2,036,750.00	
16/17 1x Funds - Dedicated Projects	0000	9780				50,000.00		50,000.00	
Technology Replacement	0000	9780				3,300,000.00		3,300,000.00	
Bus Replacement	0000	9780				150,000.00		150,000.00	
Textbook Set Aside	0000	9780				2,000,000.00		2,000,000.00	

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Legal	0000	9780				500,000.00		500,000.00	
Additional Reserve - Economic Uncertai	0000	9780				9,144,626.00		9,144,626.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	6,096,417.18	0.00	6,096,417.18	5,883,299.00	0.00	5,883,299.00	-3.5%
Unassigned/Unappropriated Amount		9790	10,809,733.15	(0.14)	10,809,733.01	18,494,893.22	(0.14)	18,494,893.08	71.1%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
5810	Other Restricted Federal	134,752.58	134,752.58
6230	California Clean Energy Jobs Act	93,585.10	93,585.10
6300	Lottery: Instructional Materials	19,139.11	19,139.11
6510	Special Ed: Early Ed Individuals with Exceptional Needs (Infant Progr	100,999.94	100,999.94
8150	Ongoing & Major Maintenance Account (RMA: Education Code Sectic	1,448,852.89	1,448,852.89
9010	Other Restricted Local	54,100.80	34,102.80
Total, Restricted Balance		<u>1,851,430.42</u>	<u>1,831,432.42</u>

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,113,360.61	1,421,883.00	27.7%
4) Other Local Revenue		8600-8799	4,639.56	1,600.00	-65.5%
5) TOTAL, REVENUES			1,118,000.17	1,423,483.00	27.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	14,525.52	14,525.00	0.0%
2) Classified Salaries		2000-2999	807,355.79	951,356.00	17.8%
3) Employee Benefits		3000-3999	180,524.16	242,144.00	34.1%
4) Books and Supplies		4000-4999	23,017.38	85,099.00	269.7%
5) Services and Other Operating Expenditures		5000-5999	25,835.43	48,990.00	89.6%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	63,250.37	81,369.00	28.6%
9) TOTAL, EXPENDITURES			1,114,508.65	1,423,483.00	27.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			3,491.52	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			3,491.52	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	3,491.52	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	3,491.52	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	3,491.52	New
2) Ending Balance, June 30 (E + F1e)			3,491.52	3,491.52	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			3,491.52	3,491.52	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	4,049.37		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	163,530.31		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			167,579.68		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	19,687.37		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	144,400.79		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			164,088.16		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			3,491.52		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	1,097,296.61	1,421,883.00	29.6%
All Other State Revenue	All Other	8590	16,064.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			1,113,360.61	1,421,883.00	27.7%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	4,639.56	1,600.00	-65.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,639.56	1,600.00	-65.5%
TOTAL, REVENUES			1,118,000.17	1,423,483.00	27.3%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	14,525.52	14,525.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			14,525.52	14,525.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	720,648.49	744,921.00	3.4%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	12,718.79	12,719.00	0.0%
Clerical, Technical and Office Salaries		2400	65,495.27	68,475.00	4.5%
Other Classified Salaries		2900	8,493.24	125,241.00	1374.6%
TOTAL, CLASSIFIED SALARIES			807,355.79	951,356.00	17.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	62,512.34	53,698.00	-14.1%
PERS		3201-3202	43,565.87	94,468.00	116.8%
OASDI/Medicare/Alternative		3301-3302	41,785.20	53,028.00	26.9%
Health and Welfare Benefits		3401-3402	6,700.04	12,009.00	79.2%
Unemployment Insurance		3501-3502	409.36	480.00	17.3%
Workers' Compensation		3601-3602	20,490.69	24,026.00	17.3%
OPEB, Allocated		3701-3702	3,219.41	4,435.00	37.8%
OPEB, Active Employees		3751-3752	1,841.25	0.00	-100.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			180,524.16	242,144.00	34.1%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	18,332.45	65,099.00	255.1%
Noncapitalized Equipment		4400	4,684.93	20,000.00	326.9%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			23,017.38	85,099.00	269.7%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	15,610.57	7,665.00	-50.9%
Dues and Memberships		5300	300.00	750.00	150.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,108.97	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	5,637.89	4,500.00	-20.2%
Professional/Consulting Services and Operating Expenditures		5800	2,178.00	36,075.00	1556.3%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			25,835.43	48,990.00	89.6%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	63,250.37	81,369.00	28.6%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			63,250.37	81,369.00	28.6%
TOTAL, EXPENDITURES			1,114,508.65	1,423,483.00	27.7%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,113,360.61	1,421,883.00	27.7%
4) Other Local Revenue		8600-8799	4,639.56	1,600.00	-65.5%
5) TOTAL, REVENUES			1,118,000.17	1,423,483.00	27.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		925,085.56	1,070,002.00	15.7%
2) Instruction - Related Services	2000-2999		126,172.72	272,112.00	115.7%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		63,250.37	81,369.00	28.6%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,114,508.65	1,423,483.00	27.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			3,491.52	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			3,491.52	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	3,491.52	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	3,491.52	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	3,491.52	New
2) Ending Balance, June 30 (E + F1e)			3,491.52	3,491.52	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			3,491.52	3,491.52	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
6130	Child Development: Center-Based Reserve Account	3,491.52	3,491.52
Total, Restricted Balance		<u>3,491.52</u>	<u>3,491.52</u>

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	8,653,039.49	10,549,995.00	21.9%
3) Other State Revenue		8300-8599	553,750.12	708,676.00	28.0%
4) Other Local Revenue		8600-8799	741,849.41	39,000.00	-94.7%
5) TOTAL, REVENUES			9,948,639.02	11,297,671.00	13.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,827,829.72	4,166,536.00	8.8%
3) Employee Benefits		3000-3999	1,315,881.26	1,420,479.00	7.9%
4) Books and Supplies		4000-4999	4,522,537.55	5,777,231.00	27.7%
5) Services and Other Operating Expenditures		5000-5999	73,242.26	74,200.00	1.3%
6) Capital Outlay		6000-6999	13,879.37	30,000.00	116.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	511,323.26	585,503.00	14.5%
9) TOTAL, EXPENDITURES			10,264,693.42	12,053,949.00	17.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(316,054.40)	(756,278.00)	139.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	461,555.00	756,278.00	63.9%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			461,555.00	756,278.00	63.9%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			145,500.60	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	135,676.68	281,177.28	107.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			135,676.68	281,177.28	107.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			135,676.68	281,177.28	107.2%
2) Ending Balance, June 30 (E + F1e)			281,177.28	281,177.28	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	206.00	0.00	-100.0%
Stores		9712	34,446.41	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			246,524.87	281,177.28	14.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	4,016.19		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	206.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	1,732,734.22		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	2,457.82		
6) Stores		9320	34,446.41		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,773,860.64		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	301,084.02		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	1,191,599.34		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			1,492,683.36		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			281,177.28		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	8,118,110.87	10,549,995.00	30.0%
Donated Food Commodities		8221	534,928.62	0.00	-100.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			8,653,039.49	10,549,995.00	21.9%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	553,750.12	708,676.00	28.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			553,750.12	708,676.00	28.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	716,638.43	23,000.00	-96.8%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	20,958.76	16,000.00	-23.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	4,252.22	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			741,849.41	39,000.00	-94.7%
TOTAL, REVENUES			9,948,639.02	11,297,671.00	13.6%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	3,460,500.78	3,794,354.00	9.6%
Classified Supervisors' and Administrators' Salaries		2300	212,930.52	228,931.00	7.5%
Clerical, Technical and Office Salaries		2400	154,398.42	143,251.00	-7.2%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			3,827,829.72	4,166,536.00	8.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	548,692.20	704,654.00	28.4%
OASDI/Medicare/Alternative		3301-3302	290,844.16	312,858.00	7.6%
Health and Welfare Benefits		3401-3402	246,202.29	214,162.00	-13.0%
Unemployment Insurance		3501-3502	1,900.24	2,048.00	7.8%
Workers' Compensation		3601-3602	97,351.38	103,667.00	6.5%
OPEB, Allocated		3701-3702	84,859.76	83,090.00	-2.1%
OPEB, Active Employees		3751-3752	46,031.23	0.00	-100.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,315,881.26	1,420,479.00	7.9%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	59,849.20	158,006.00	164.0%
Noncapitalized Equipment		4400	28,155.78	54,500.00	93.6%
Food		4700	4,434,532.57	5,564,725.00	25.5%
TOTAL, BOOKS AND SUPPLIES			4,522,537.55	5,777,231.00	27.7%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	5,295.37	6,800.00	28.4%
Dues and Memberships		5300	1,424.46	3,000.00	110.6%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	22,494.36	69,700.00	209.9%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	22,870.96	30,750.00	34.4%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(82,544.67)	(65,000.00)	-21.3%
Professional/Consulting Services and Operating Expenditures		5800	103,701.78	28,950.00	-72.1%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			73,242.26	74,200.00	1.3%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	13,879.37	30,000.00	116.1%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			13,879.37	30,000.00	116.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	511,323.26	585,503.00	14.5%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			511,323.26	585,503.00	14.5%
TOTAL, EXPENDITURES			10,264,693.42	12,053,949.00	17.4%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	461,555.00	756,278.00	63.9%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			461,555.00	756,278.00	63.9%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			461,555.00	756,278.00	63.9%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	8,653,039.49	10,549,995.00	21.9%
3) Other State Revenue		8300-8599	553,750.12	708,676.00	28.0%
4) Other Local Revenue		8600-8799	741,849.41	39,000.00	-94.7%
5) TOTAL, REVENUES			9,948,639.02	11,297,671.00	13.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		9,730,875.80	11,398,746.00	17.1%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		511,323.26	585,503.00	14.5%
8) Plant Services	8000-8999		22,494.36	69,700.00	209.9%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			10,264,693.42	12,053,949.00	17.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(316,054.40)	(756,278.00)	139.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	461,555.00	756,278.00	63.9%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			461,555.00	756,278.00	63.9%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			145,500.60	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	135,676.68	281,177.28	107.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			135,676.68	281,177.28	107.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			135,676.68	281,177.28	107.2%
2) Ending Balance, June 30 (E + F1e)			281,177.28	281,177.28	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	206.00	0.00	-100.0%
Stores		9712	34,446.41	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			246,524.87	281,177.28	14.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School I	104,516.67	139,169.08
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Cen	141,943.71	141,943.71
5330	Child Nutrition: Summer Food Service Program Operations	64.49	64.49
Total, Restricted Balance		246,524.87	281,177.28

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	1,500,000.00	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	1,500,000.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)					
			0.00	(1,500,000.00)	New
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	1,500,000.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	1,500,000.00	New

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	0.00	0.00	0.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			0.00	0.00	0.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue					
		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	1,500,000.00	New
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	1,500,000.00	New
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	1,500,000.00	New

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	1,500,000.00	New
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	1,500,000.00	New
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	1,500,000.00	New

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	1,500,000.00	New
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	1,500,000.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			0.00	(1,500,000.00)	New
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	1,500,000.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	1,500,000.00	New

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	0.00	0.00	0.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			0.00	0.00	0.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)					
			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,605.86	1,200.00	-25.3%
5) TOTAL, REVENUES			1,605.86	1,200.00	-25.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,605.86	1,200.00	-25.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,605.86	1,200.00	-25.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	124,042.03	125,647.89	1.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			124,042.03	125,647.89	1.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			124,042.03	125,647.89	1.3%
2) Ending Balance, June 30 (E + F1e)			125,647.89	126,847.89	1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	125,647.89	126,847.89	1.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	124,903.18		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	744.71		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			125,647.89		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			125,647.89		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	1,605.86	1,200.00	-25.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,605.86	1,200.00	-25.3%
TOTAL, REVENUES			1,605.86	1,200.00	-25.3%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,605.86	1,200.00	-25.3%
5) TOTAL, REVENUES			1,605.86	1,200.00	-25.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,605.86	1,200.00	-25.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,605.86	1,200.00	-25.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	124,042.03	125,647.89	1.3%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			124,042.03	125,647.89	1.3%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			124,042.03	125,647.89	1.3%
2) Ending Balance, June 30 (E + F1e)					
			125,647.89	126,847.89	1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	125,647.89	126,847.89	1.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,193,600.93	950,000.00	-20.4%
5) TOTAL, REVENUES			1,193,600.93	950,000.00	-20.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	1,308,504.74	55,481.00	-95.8%
5) Services and Other Operating Expenditures		5000-5999	2,124,079.93	0.00	-100.0%
6) Capital Outlay		6000-6999	39,447,656.99	23,420,954.00	-40.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			42,880,241.66	23,476,435.00	-45.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(41,686,640.73)	(22,526,435.00)	-46.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	13,693,718.75	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			13,693,718.75	0.00	-100.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(27,992,921.98)	(22,526,435.00)	-19.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	106,082,010.15	78,089,088.17	-26.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			106,082,010.15	78,089,088.17	-26.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			106,082,010.15	78,089,088.17	-26.4%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	78,089,088.17	55,562,653.17	-28.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	81,886,188.67		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	528,588.27		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	5,483,926.22		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			87,898,703.16		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	4,325,688.77		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	5,483,926.22		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			9,809,614.99		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			78,089,088.17		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Leases and Rentals					
		8650	0.00	0.00	0.0%
Interest					
		8660	1,189,387.25	950,000.00	-20.1%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	4,213.68	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,193,600.93	950,000.00	-20.4%
TOTAL, REVENUES			1,193,600.93	950,000.00	-20.4%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	597,799.94	55,481.00	-90.7%
Noncapitalized Equipment		4400	710,704.80	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			1,308,504.74	55,481.00	-95.8%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	2,124,079.93	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,124,079.93	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	1,246,892.42	442,030.00	-64.5%
Land Improvements		6170	317,307.81	167,498.00	-47.2%
Buildings and Improvements of Buildings		6200	37,786,780.36	17,073,362.00	-54.8%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	96,676.40	5,738,064.00	5835.3%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			39,447,656.99	23,420,954.00	-40.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			42,880,241.66	23,476,435.00	-45.3%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	13,693,718.75	0.00	-100.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			13,693,718.75	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			13,693,718.75	0.00	-100.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,193,600.93	950,000.00	-20.4%
5) TOTAL, REVENUES			1,193,600.93	950,000.00	-20.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		42,880,241.66	23,476,435.00	-45.3%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			42,880,241.66	23,476,435.00	-45.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(41,686,640.73)	(22,526,435.00)	-46.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	13,693,718.75	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			13,693,718.75	0.00	-100.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(27,992,921.98)	(22,526,435.00)	-19.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	106,082,010.15	78,089,088.17	-26.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			106,082,010.15	78,089,088.17	-26.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			106,082,010.15	78,089,088.17	-26.4%
2) Ending Balance, June 30 (E + F1e)			78,089,088.17	55,562,653.17	-28.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			78,089,088.17	55,562,653.17	-28.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
9010	Other Restricted Local	78,089,088.17	55,562,653.17
Total, Restricted Balance		<u>78,089,088.17</u>	<u>55,562,653.17</u>

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,055,467.47	820,000.00	-60.1%
5) TOTAL, REVENUES			2,055,467.47	820,000.00	-60.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	83,609.97	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	194,496.90	116,249.00	-40.2%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	474,509.50	473,656.00	-0.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			752,616.37	589,905.00	-21.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,302,851.10	230,095.00	-82.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,302,851.10	230,095.00	-82.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,415,648.67	7,718,499.77	20.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,415,648.67	7,718,499.77	20.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,415,648.67	7,718,499.77	20.3%
2) Ending Balance, June 30 (E + F1e)			7,718,499.77	7,948,594.77	3.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			7,718,499.77	7,948,594.77	3.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	7,718,786.59		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	45,036.08		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			7,763,822.67		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	2,189.40		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	43,133.50		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			45,322.90		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			7,718,499.77		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	444,285.26	500,000.00	12.5%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	92,151.62	70,000.00	-24.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts Mitigation/Developer Fees		8681	1,437,783.19	250,000.00	-82.6%
Other Local Revenue All Other Local Revenue		8699	81,247.40	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,055,467.47	820,000.00	-60.1%
TOTAL, REVENUES			2,055,467.47	820,000.00	-60.1%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	83,609.97	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			83,609.97	0.00	-100.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	133,828.20	116,249.00	-13.1%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	43,133.50	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	17,535.20	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			194,496.90	116,249.00	-40.2%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	172,909.50	158,256.00	-8.5%
Other Debt Service - Principal		7439	301,600.00	315,400.00	4.6%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			474,509.50	473,656.00	-0.2%
TOTAL, EXPENDITURES			752,616.37	589,905.00	-21.6%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,055,467.47	820,000.00	-60.1%
5) TOTAL, REVENUES			2,055,467.47	820,000.00	-60.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		137,389.44	0.00	-100.0%
8) Plant Services	8000-8999		140,717.43	116,249.00	-17.4%
9) Other Outgo	9000-9999	Except 7600-7699	474,509.50	473,656.00	-0.2%
10) TOTAL, EXPENDITURES			752,616.37	589,905.00	-21.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,302,851.10	230,095.00	-82.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,302,851.10	230,095.00	-82.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	6,415,648.67	7,718,499.77	20.3%
b) Audit Adjustments			0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,415,648.67	7,718,499.77	20.3%
d) Other Restatements			0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,415,648.67	7,718,499.77	20.3%
2) Ending Balance, June 30 (E + F1e)			7,718,499.77	7,948,594.77	3.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash			0.00	0.00	0.0%
Stores			0.00	0.00	0.0%
Prepaid Items			0.00	0.00	0.0%
All Others			0.00	0.00	0.0%
b) Restricted			7,718,499.77	7,948,594.77	3.0%
c) Committed					
Stabilization Arrangements			0.00	0.00	0.0%
Other Commitments (by Resource/Object)			0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)			0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties			0.00	0.00	0.0%
Unassigned/Unappropriated Amount			0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
9010	Other Restricted Local	7,718,499.77	7,948,594.77
Total, Restricted Balance		<u>7,718,499.77</u>	<u>7,948,594.77</u>

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	119,842.67	95,000.00	-20.7%
5) TOTAL, REVENUES			119,842.67	95,000.00	-20.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			119,842.67	95,000.00	-20.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			119,842.67	95,000.00	-20.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,270,436.20	9,390,278.87	1.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,270,436.20	9,390,278.87	1.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,270,436.20	9,390,278.87	1.3%
2) Ending Balance, June 30 (E + F1e)			9,390,278.87	9,485,278.87	1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			9,390,278.87	9,485,278.87	1.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	9,334,670.53		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	55,608.34		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			9,390,278.87		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			9,390,278.87		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	119,842.67	95,000.00	-20.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			119,842.67	95,000.00	-20.7%
TOTAL, REVENUES			119,842.67	95,000.00	-20.7%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	119,842.67	95,000.00	-20.7%
5) TOTAL, REVENUES			119,842.67	95,000.00	-20.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			119,842.67	95,000.00	-20.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			119,842.67	95,000.00	-20.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,270,436.20	9,390,278.87	1.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,270,436.20	9,390,278.87	1.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,270,436.20	9,390,278.87	1.3%
2) Ending Balance, June 30 (E + F1e)			9,390,278.87	9,485,278.87	1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			9,390,278.87	9,485,278.87	1.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
7710	State School Facilities Projects	9,390,278.87	9,485,278.87
Total, Restricted Balance		<u>9,390,278.87</u>	<u>9,485,278.87</u>

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	83,784.56	115,520.00	37.9%
4) Other Local Revenue		8600-8799	11,420,779.01	14,356,602.00	25.7%
5) TOTAL, REVENUES			11,504,563.57	14,472,122.00	25.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	15,520,393.94	15,849,866.00	2.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			15,520,393.94	15,849,866.00	2.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(4,015,830.37)	(1,377,744.00)	-65.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	161,744.84	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			161,744.84	0.00	-100.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,854,085.53)	(1,377,744.00)	-64.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	19,577,762.55	15,723,677.02	-19.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,577,762.55	15,723,677.02	-19.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,577,762.55	15,723,677.02	-19.7%
2) Ending Balance, June 30 (E + F1e)			15,723,677.02	14,345,933.02	-8.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			15,723,677.02	14,345,933.02	-8.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	15,642,318.20		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	83,091.32		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			15,725,409.52		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	1,732.50		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			1,732.50		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			15,723,677.02		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	80,303.75	115,520.00	43.9%
Other Subventions/In-Lieu Taxes		8572	3,480.81	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			83,784.56	115,520.00	37.9%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes Voted Indebtedness Levies					
Secured Roll		8611	10,430,408.17	13,778,842.00	32.1%
Unsecured Roll		8612	569,686.85	495,760.00	-13.0%
Prior Years' Taxes		8613	34,461.20	0.00	-100.0%
Supplemental Taxes		8614	200,384.93	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Interest		8660	185,837.86	82,000.00	-55.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			11,420,779.01	14,356,602.00	25.7%
TOTAL, REVENUES			11,504,563.57	14,472,122.00	25.8%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	4,891,641.15	4,597,107.00	-6.0%
Bond Interest and Other Service Charges		7434	10,628,752.79	11,252,759.00	5.9%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			15,520,393.94	15,849,866.00	2.1%
TOTAL, EXPENDITURES			15,520,393.94	15,849,866.00	2.1%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	161,744.84	0.00	-100.0%
(c) TOTAL, SOURCES			161,744.84	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			161,744.84	0.00	-100.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	83,784.56	115,520.00	37.9%
4) Other Local Revenue		8600-8799	11,420,779.01	14,356,602.00	25.7%
5) TOTAL, REVENUES			11,504,563.57	14,472,122.00	25.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	15,520,393.94	15,849,866.00	2.1%
10) TOTAL, EXPENDITURES			15,520,393.94	15,849,866.00	2.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(4,015,830.37)	(1,377,744.00)	-65.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	161,744.84	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			161,744.84	0.00	-100.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,854,085.53)	(1,377,744.00)	-64.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	19,577,762.55	15,723,677.02	-19.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,577,762.55	15,723,677.02	-19.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,577,762.55	15,723,677.02	-19.7%
2) Ending Balance, June 30 (E + F1e)			15,723,677.02	14,345,933.02	-8.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			15,723,677.02	14,345,933.02	-8.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
9010	Other Restricted Local	15,723,677.02	14,345,933.02
Total, Restricted Balance		<u>15,723,677.02</u>	<u>14,345,933.02</u>

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,419,056.61	4,421,078.00	0.0%
5) TOTAL, REVENUES			4,419,056.61	4,421,078.00	0.0%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	3,545,373.51	3,298,044.00	-7.0%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			3,545,373.51	3,298,044.00	-7.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			873,683.10	1,123,034.00	28.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			873,683.10	1,123,034.00	28.5%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	8,537,733.75	9,411,416.85	10.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,537,733.75	9,411,416.85	10.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			8,537,733.75	9,411,416.85	10.2%
2) Ending Net Position, June 30 (E + F1e)			9,411,416.85	10,534,450.85	11.9%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	9,411,416.85	10,534,450.85	11.9%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	5,037,213.92		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	34,699.78		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	4,339,503.15		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			9,411,416.85		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (must agree with line F2) (G10 + H2) - (I7 + J2)			9,411,416.85		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	79,553.46	67,740.00	-14.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	4,339,503.15	4,353,338.00	0.3%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,419,056.61	4,421,078.00	0.0%
TOTAL, REVENUES			4,419,056.61	4,421,078.00	0.0%
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,545,373.51	3,298,044.00	-7.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			3,545,373.51	3,298,044.00	-7.0%
TOTAL, EXPENSES			3,545,373.51	3,298,044.00	-7.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,419,056.61	4,421,078.00	0.0%
5) TOTAL, REVENUES			4,419,056.61	4,421,078.00	0.0%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		3,545,373.51	3,298,044.00	-7.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			3,545,373.51	3,298,044.00	-7.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			873,683.10	1,123,034.00	28.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			873,683.10	1,123,034.00	28.5%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	8,537,733.75	9,411,416.85	10.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,537,733.75	9,411,416.85	10.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			8,537,733.75	9,411,416.85	10.2%
2) Ending Net Position, June 30 (E + F1e)			9,411,416.85	10,534,450.85	11.9%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	9,411,416.85	10,534,450.85	11.9%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
9010	Other Restricted Local	9,411,416.85	10,534,450.85
Total, Restricted Net Position		<u>9,411,416.85</u>	<u>10,534,450.85</u>