

Revised 10/18/23 at 2:30 p.m.

Study Session canceled. Regular meeting will start at 7:00 p.m. with Closed Session to follow at end of meeting.

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President
Jarely Lopez, Clerk
Rose Gonzales, Member
MaryAnn Rodriguez, Member
Monica Madrigal Lopez, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Interim Superintendent
Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources
Aracely Fox, Ed.D.
Acting Associate Superintendent,
Educational Services

AGENDA

REGULAR BOARD MEETING

Wednesday, October 18, 2023

5:00 PM - Open Meeting

5:30 PM - Study Session

7:00 PM - Return to 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 Associate Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

Broadcasted by Charter Spectrum, Channel 20 &
Frontier Communications, Channel 37

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

October 18, 2023

Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

Madrigal Lopez ___, Rodriguez ___, Gonzales ___, Lopez ___, Robles-Solis ___

A.2. Pledge of Allegiance to the Flag

Nauman Zaidi, Principal, Ritchen School, will introduce Peyton Worrell and Ethan Martinez, 3rd grade students in Ms. Bowles's class, who will lead the audience in the Pledge of Allegiance.

A.3. District’s Vision and Mission Statement

The District's Mission Statement will be read in English by Mia Manzanarez and in Spanish by Hayden Tapia. The District's Vision Statement will be read in English by Kaileah Saipale and in Spanish by King Castellanos Avila. All are 5th grade students in Ms. Ullrich's class.

A.4. Presentation by Ritchen School

Nauman Zaidi, Principal, Ritchen School, will provide a short presentation to the Board regarding Ritchen. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ___, Rodriguez ___, Gonzales ___, Lopez ___, Robles-Solis ___

A.6. Study Session - District Assessments 2023-2024 (Fox/Thomas)

The Acting Associate Superintendent, Educational Services and the Director of School Performance and Student Outcomes will provide a presentation on District Assessments for the 2023-2024 school year.

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 Associate Superintendent of Educational Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker. The Board will now convene in closed session to consider the items listed under Closed Session.

A.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel

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

- Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
 - Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
 3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Evaluation
 - Interim Superintendent
 - Public Employee Appointment
 - Assistant Principals

A.9. Reconvene to Open Session (7:00 PM)

A.10. Report Out of Closed Session

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

A.11. Introduction of Newly Appointed Oxnard School District Administrator (DeGenna)

Introduction of newly appointed Oxnard School District administrator:

- Cherie Calles, Assistant Principal

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos por cada ponente)

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. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

Section C: CONSENT AGENDA

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

(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.)

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

It is recommended that the Board approve the following consent agenda items:

C.1. Acceptance of Gifts (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the D.L. Fresh Foundation, in the amount of \$10,000.00, to be used to provide after school support, enrichment opportunities, and supplies for the Lost Boyz and Bellez Club at Frank Academy.

C.2. Enrollment Report (Mitchell)

District enrollment as of September 30, 2023 was 13,420. This is 684 less than the same time last year.

C.3. Purchase Order/Draft Payment Report #23-03 (Mitchell/Franz)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #23-03, as submitted.

C.4. Approval of Out-of-State Conference Attendance (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Facilities that the Board of Trustees approve out-of-state conference attendance for Ben Tirado, Custodial Services Manager, to attend the International Sanitary Supply Association (ISSA) North America 2023 Trade Show in Las Vegas, Nevada, November 13-16, 2023, in the amount not to exceed \$1,800.00, to be paid out of Routine Restricted Maintenance Funds.

C.5. Approval of Deductive Change Order #001 to Agreement #22-230 with Enviroplex for the Drifill ECDC Project (Mitchell/Miller/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 Deductive Change Order #001 to Agreement #22-230 with Enviroplex, in the amount of (-\$802,780.00.) to be returned to Master Construct and Implementation Funds.

C.6. Acceptance of Disclosure of Collective Bargaining Agreement with CSEA (Mitchell/Nuñez)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Fiscal Services that the Board of Trustees accept the “Disclosure of Collective

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Bargaining Agreement” form for CSEA, as presented.

C.7. Approval of the 2023-24 Quarterly Report on Williams Uniform Complaints, First Quarter (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2023-24 Quarterly Report on Williams Uniform Complaints, First Quarter, as presented.

C.8. Personnel Actions (Torres/Fuentes)

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

C.9. Establishment and Increase of Hours of Positions (Torres/Fuentes)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment and reduction of hours of positions, as presented.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.10. Approval of Amendment #001 to Construction Services Agreement #22-238 and Guaranteed Maximum Price (GMP), Site Lease Agreement #23-167, and Sublease Agreement #23-168 between the Oxnard School District and Viola Inc. to provide Lease-Lease-Back Construction Services for the Drifill Elementary School ECDC Project (Mitchell/Miller/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 the Guaranteed Maximum Price (GMP) according to Amendment #001 to Construction Services Agreement #22-238, approve Site Lease Agreement #23-167, and Sublease Agreement #23-168, with Viola Inc. to provide Construction Services related to the Drifill Elementary School ECDC, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code, in the amount of \$3,462,000.00, to be paid out of Master Construct and Implementation Funds..

C.11. Approval of Agreement #23-122 – Mindset Academy by SWEAT III (Fox/Ordaz)

It is the recommendation of the Principal, Curren School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-122 with Mindset Academy by SWEAT III, to provide training on student mindset development, student engagement and emotional intelligence to staff, students, and parents, October 19, 2023 through June 30, 2024, in the amount not to exceed \$50,400.00, to be paid out of Title 1 (\$45,000.00) and Supplemental Concentration Funds (\$5,400.00).

C.12. Approval of Agreement #23-123 – Mindset Academy by SWEAT III (Fox/Anguiano)

It is the recommendation of the Principal, Chavez School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-123 with Mindset Academy by SWEAT III, to facilitate enrichment programs, camp workshops, and provide tools for students, October 19, 2023 through June 30, 2024, in the amount not to exceed \$50,500.00, to be paid out of Title 3 Funds.

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- C.13. Approval of Agreement #23-132, Salus Campus Safety Solutions (Fox/Nocero)**
It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-132 with Salus Campus Safety Solutions, to provide professional development, training, and informational sessions on school safety to all Oxnard School District campuses including San Miguel and James Foster Schools, October 19, 2023 through June 30, 2024, in the amount not to exceed \$90,000.00, to be paid out of Supplemental Concentration Funds.
- C.14. Approval of Agreement #23-141 – Dr. Olvera Psychology, Professional Corporation (DeGenna/Jefferson)**
It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees approve Agreement #23-141 with Dr. Olvera Psychology, Professional Corporation, to provide psychological and educational consulting services for the Special Education Department, October 19, 2023 through June 30, 2024, in the amount not to exceed \$18,000.00, to be paid out of Special Education Funds.
- C.15. Approval of Construction Services Agreement #23-158 with Viola Inc. for Preconstruction Services at the Fremont Middle School Reconstruction Project (Mitchell/Miller/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 Agreement #23-158 with Viola Inc., for Preconstruction Services for the Fremont Middle School Reconstruction Project, in the amount of \$167,970.00, to be paid out of Master Construct and Implementation Funds.
- C.16. Approval of Agreement #23-159 with North American Technical Services, Inc., to Provide In-Plant Inspection Services for the Driffill ECDC Project (Mitchell/Miller/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 Agreement #23-159 with North American Technical Services, Inc., to provide In-Plant Inspection Services for the Driffill ECDC Project, March 8, 2024 through July 8, 2024, in the amount of \$33,000.00, to be paid out of Master Construct and Implementation Funds.
- C.17. Approval of Agreement #23-160 with Flewelling & Moody to Provide Architectural Services for the Marina West ECDC Project (Mitchell/Miller/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 Agreement #23-160 with Flewelling & Moody, to provide Architectural Services for the Marina West ECDC Project, in the amount of \$387,000.00 (including reimbursable expenses), to be paid out of Master Construct and Implementation Funds.
- C.18. Approval of Agreement #23-161 with Flewelling & Moody to Provide Architectural Services for the Rose Avenue ECDC Project (Mitchell/Miller/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 Agreement #23-161 with Flewelling & Moody, to Provide Architectural Services for the Rose Avenue ECDC Project, in the amount of \$220,000.00 (including reimbursable expenses), to be paid out of Master Construct and Implementation Funds.
- C.19. Approval of Agreement #23-164 with Universal Engineering Sciences for the Driffill**

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ECDC Project (Mitchell/Miller/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 Agreement #23-164 with Universal Engineering Sciences, to provide additional asphalt structural testing for the Driffill ECDC Project, October 25, 2023 through November 25, 2023, in the amount of \$4,000.00, to be paid out of Master Construct and Implementation Funds.

C.20. Approval of Agreement #23-165 with Atlas Technical Consultants LLC for the Doris/Patterson Site (Mitchell/Miller/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 Agreement #23-165 with Atlas Technical Consultants LLC., to provide the required 5-year soils re-assessment and report, October 23, 2023 through November 23, 2023, in the amount of \$2,350.00, to be paid from Master Construct and Implementation Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.21. Ratification of Amendment #005 to Agreement #17-49 with Arcadis (IBI Group) to provide additional Architectural and Design Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/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 ratify Amendment #005 to Agreement 17-49 with Arcadis (IBI Group). for additional Architectural Services for the Rose Avenue School Reconstruction Project, in the amount of \$270,923.00, to be paid from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2022 Six-month update.

C.22. Ratification of Addendum #1 to Agreement #22-62 – California State University Channel Islands (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees ratify Addendum #1 to Agreement #22-62 with California State University Channel Islands, to amend verbiage regarding Agency and University Responsibilities, at no additional cost to the original agreement for providing fieldwork experiences to students enrolled in various authorized credential programs for public school service.

C.23. Ratification of Agreement #23-129 - Sunrise Physical Therapy Services Inc. (Torres/Magana)

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #23-129 with Sunrise Physical Therapy Services Inc., to provide ergonomic jobsite evaluations and trainings for staff to reduce workplace injuries during the 2023-2024 school year, July 1, 2023 through June 30, 2024, in the amount not to exceed \$38,160.00, to be paid out of Ergonomic Reimbursables.

C.24. Ratification of Agreement #23-162 – Art Trek, Inc. (Fox/Blevins)

It is the recommendation of the Principal, Kamala School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-162 with Art Trek, Inc., to provide art lessons to students, September 13, 2023 through June 30, 2024, in

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the amount not to exceed \$8,075.00, to be paid out of Title 1 Funds.

C.25. Ratification of Agreement/MOU #23-163 with Ventura County Office of Education for Middle School Wellness Centers Expansion (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #23-163 with Ventura County Office of Education, to provide support and expansion for Middle School Wellness Centers, July 1, 2023 through June 30, 2026, funding in the amount of \$750,000.00 for the 3-year period to be provided to OSD by VCOE.

C.26. Ratification of Agreement #23-166 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-166 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's) for students JM111710, DP010810, JM111710(ASL), MA102113, JN090409, EG061410, AC080310, LJ071616, VC120515, JB080313, MP111618, DG052310, JV120313, SR112811, and IH081410, for the 2023-2024 school year, including Extended School Year, in the amount of \$744,600.00, to be paid out of Special Education Funds.

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

It is the recommendation of the Interim Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

- October 4, 2023 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Section F: BOARD POLICIES

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

F.1. Second Reading and Adoption of Board Policy - BP/AR 5131.2 Bullying (Fox/Nocero)

It is the recommendation of the Acting Associate Superintendent, Educational Services, and the Director of Pupil Services that the Board of Trustees adopt the revisions to Board Policy 5131.2 BP and the new AR 5131.2 Bullying at Second Reading, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Section G: CONCLUSION

G.1. Interim Superintendent's Report (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.

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.

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Anabolena DeGenna, Ed. D.

Interim District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street, Oxnard, California by 5:00 p.m. on Friday, October 13th, 2023.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 18, 2023

Agenda Section: Section A: Study Session

Study Session - District Assessments 2023-2024 (Fox/Thomas)

The Educational Services Team will present student data for the 2023-2024 school year in English/Language Arts and Math for State and District assessments.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None - information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 18, 2023

Agenda Section: Section A: Preliminary

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 Associate Superintendent of Educational 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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 18, 2023

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Evaluation
 - Interim Superintendent
 - Public Employee Appointment
 - Assistant Principals

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 18, 2023

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 18, 2023

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 18, 2023

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrator (DeGenna)

Introduction of newly appointed Oxnard School District administrator:

- Cherie Calles, Assistant Principal

FISCAL IMPACT:

Information only.

RECOMMENDATION:

The newly appointed administrator will be introduced to the Board of Trustees.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 18, 2023

Agenda Section: Section B: Hearing

Public Comment (3 minutes per speaker)/Comentarios del Público (3 minutos por cada ponente)

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FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 18, 2023

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (DeGenna)

Frank Academy has received a donation of \$10,000.00 from D.L. Fresh Foundation. The donated funds will be used to provide after school support, enrichment opportunities, and supplies for the Lost Boyz and Bellez Club.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the D.L. Fresh Foundation, as outlined above.

ADDITIONAL MATERIALS:

Attached: [Donation Letter - RJ Frank October 18, 2023.pdf](#)



OXNARD SCHOOL DISTRICT

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

!

To: Dr. Ana DeGenna, Interim Superintendent
From: Tyler Higa, Principal R.J. Frank
Date: September 29th, 2023

RE: Donation of \$10,000

I respectfully request that the Board of Trustees accept a donation of \$10,000 from D.L Fresh Foundation. The total value of the donation is \$10,000 and used to provide after school support, enrichment opportunities, and supplies for the Lost Boyz and Bellez club.

Please place this item on the next available Board agenda. Thank you.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 18, 2023

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of September 30, 2023 was 13,420. This is 684 less than the same time last year.

FISCAL IMPACT:

N/A

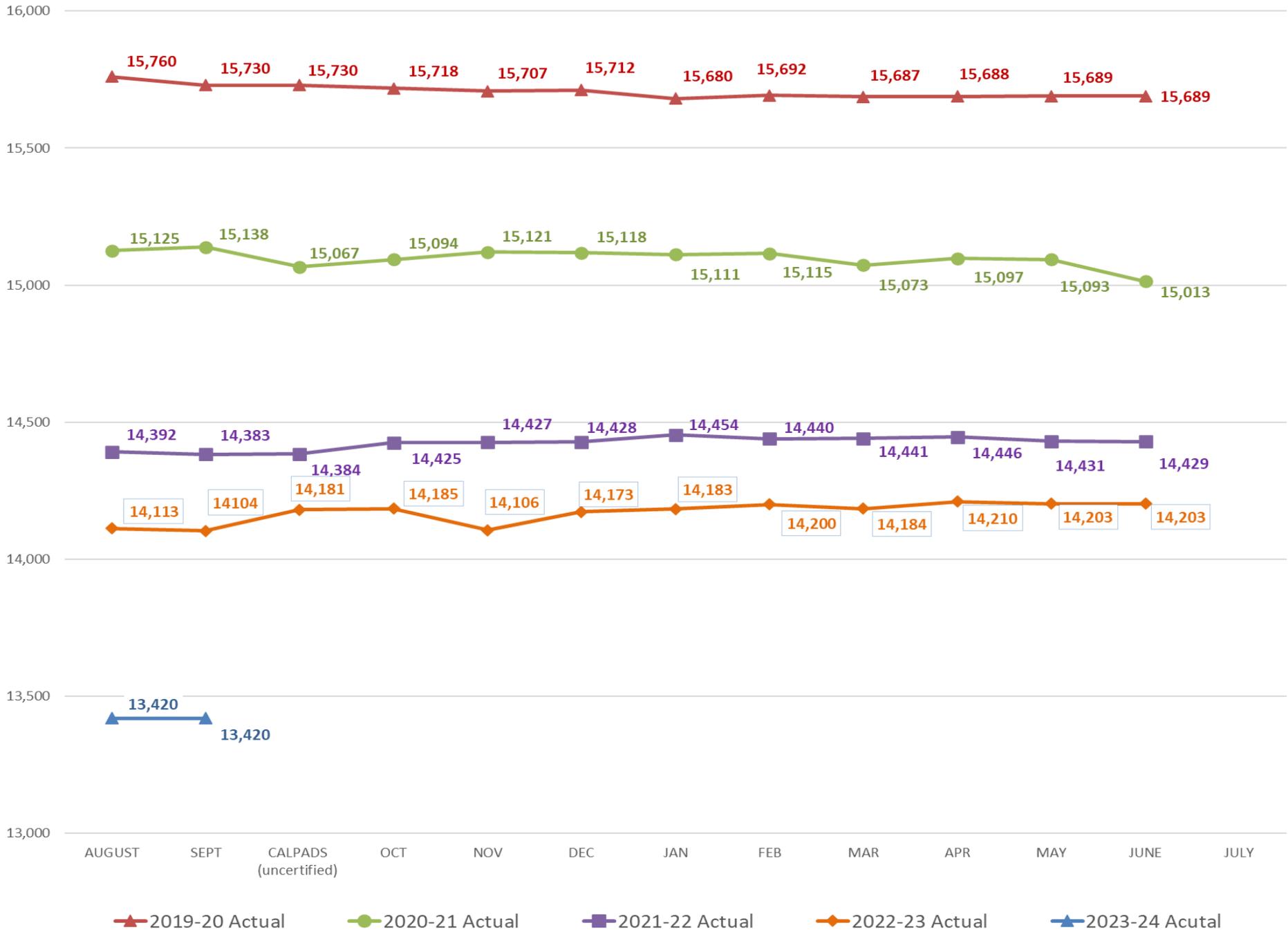
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph-Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 18, 2023

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #23-03 (Mitchell/Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 9/07/2023 through 10/05/2023 for the 2023-2024 school year, for \$5,362,406.23.
2. There are no Draft Payments issued from 9/07/2023 through 10/05/2023, for the 2023-2024 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #23-03 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #23-03 \(17 Pages\)](#)

Includes Purchase Orders dated 09/07/2023 - 10/05/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP24-00013	P And R Paper Supply Co	640	SUP	130-9320	1,053.40
NP24-00014	Amazon Com	640	SUP	130-9320	1,490.74
NP24-00015	Amazon Com	640	MATL/SUP	130-9320	1,912.14
NP24-00016	P And R Paper Supply Co	640	SUP	130-9320	4,815.47
NP24-00017	P And R Paper Supply Co	640	SUP	130-9320	2,764.29
NP24-00018	Calif Dept Of Educ	640	SUP	130-9320	1,581.45
NP24-00019	Calif Dept Of Educ	640	SUP	130-9320	1,536.60
NP24-00020	P And R Paper Supply Co	640	SUP	130-9320	3,542.78
NP24-00021	Calif Dept Of Educ	640	SUP	130-9320	401.70
P24-01592	DARYTON A. RAMSEY 3E CONSULTIN G GROUP	050	LCAP_1.20 SERV	010-5800	58,300.00
P24-01593	AMY MEHDIZADEH dba/WOODMAN INK	315	LCAP 3.05 SERV	010-5800	27,900.00
P24-01594	TAMMY SMITH BEYOND US CONSULTI NG	300	LCAP 1.32- SUPP CONCENTRATION	010-5800	50,000.00
P24-01595	DARYTON A. RAMSEY 3E CONSULTIN G GROUP	300	LCAP_1.32 SERV/ SUPP CONCENTRATION	010-5800	138,000.00
P24-01596	EDINBURG DANCE THEATRE BALLET NEPANTLA	315	ELOP/SERV (LCAP 1.6)	010-5800	16,000.00
P24-01597	STERLING VENUE VENTURES LLC	315	ELOP/RENTAL (LCAP 1.6)	010-5600	13,000.00
P24-01598	Art Trek	048	TITLE 1/SERV - LCAP 1,8	010-5800	31,112.50
P24-01599	First Book	042	LCAP_1.24 BOOK/REF MATL	010-4200	219.48
P24-01600	IMAGINATION STATION INC	345	LCAP_1.04 / SUPP CONCENTRATION	010-5800	20,000.00
P24-01601	SCHOLASTIC-BOOK CLUBS	052	LCAP_1.24 -Books/Other Than	010-4200	114.71
P24-01602	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	57.21
P24-01603	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	275.28
P24-01604	Amazon Com	032	LCAP_1:24 MATL-SUPL (INST)	010-4300	237.19
P24-01605	SCHOLASTIC-MAGAZINES	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,757.48
P24-01606	SCHOLASTIC-MAGAZINES	041	LCAP_1.24 MATL-SUPL (INST)	010-4300	395.56
P24-01607	School Tech Supply	038	LCAP_1.24 COMP EQUIP-instructional	010-4418	874.61
P24-01608	Southwest Plastic Binding Co S outhwest Binding & Laminating	655	Materials and Supplies	010-4300	3,007.38
P24-01609	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	2,240.06
P24-01610	Amazon Com	315	LCAP_1.06 Material/Supplys Frank STEAM Lab	010-4300	4,607.35
P24-01611	Amazon Com	315	LCAP_1.06 Material/Supplys Frank STEAM Lab	010-4300	3,875.14
P24-01612	Amazon Com	055	LCAP_1.24 MATL-SUPL	010-4300	2,130.76
P24-01613	COSTCO WHOLESALE CORPORATION	038	LCAP_1.24 matl/supp-Parent Meetings	010-4300	1,092.50
P24-01614	Walmart	066	LCAP_1.24 MATL/SUP-Instructional	010-4300	1,500.00
P24-01615	Amazon Com	038	LCAP_1.24 MATL-SUPL-PBIS	010-4300	539.65
P24-01616	SKATING PLUS	315	LCAP_1.06 SERV (FT)	010-5800	5,942.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-01617	Veritiv Operating Company	003	stores supplies	010-9320	24,249.79
P24-01618	BURNHAM BENEFITS INSURANCE SERVICES	200	SERV	010-5800	141,336.00
P24-01619	Office Depot Bus Ser Div	032	LCAP_1:24 MATL-SUPL (INST)	010-4300	272.18
P24-01620	Apple Computer Inc	038	LCAP_1.24 MATL/SUPP-INSTRUCTIONAL IPAD	010-4418	2,141.60
P24-01621	Apple Computer Inc	320	computer equip_private school_ Santa Clara	010-4418	876.91
P24-01622	Avid Center	315	LCAP_1.11 Supplemental material support AVID prog	010-4300	126.19
P24-01623	AMERICAN ASSOC. OF SCHOOL PERS ONNEL ADMINISTRATORS	200	TRAV/CONF (AASPA Conf-SC)	010-5200	800.00
P24-01624	Edpuzzle Inc	042	LCAP_1.24 ONLINE SUBSCRIPTION (INST)	010-5818	2,740.00
P24-01625	ORIENTAL TRADING COMPANY	044	LCAP_MATL-SUPL	010-4300	1,183.47
P24-01626	LABSOURCE, INC	003	stores supplies	010-9320	1,279.59
P24-01627	School Health Corporation	003	stores supplies	010-9320	1,809.49
P24-01628	Renaissance Learning Inc	320	LCAP_1.16_Services	010-5800	491.63
P24-01629	Ropes R Us Inc	003	stores supplies	010-9320	695.47
P24-01630	Southwest Plastic Binding Co S outhwest Binding & Laminating	003	stores supplies	010-9320	1,899.64
P24-01631	Amazon Com	058	LCAP_1.24 MATL-SUPL	010-4300	391.36
P24-01632	Amazon Com	058	LCAP_1.24 MATL-SUPL	010-4300	228.68
P24-01633	COSTCO WHOLESALE CORPORATION	058	LCAP_1.24 MATL-SUPL	010-4300	1,638.75
P24-01634	Amazon Com	040	LCAP_1.24 MATL-SUPL	010-4300	283.66
P24-01635	Amazon Com	040	LCAP_1.24 MATL-SUPL	010-4300	467.41
P24-01636	Amazon Com	040	LCAP_1.24 MATL-SUPL	010-4300	109.22
P24-01637	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	101.18
P24-01639	Amazon Com	055	LCAP_1.24 MATL-SUPL	010-4300	221.81
P24-01640	Amazon Com	044	LCAP_1.24 MATL-SUPL	010-4300	44.94
P24-01641	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	299.95
P24-01642	Amazon Com	044	LCAP_1.24MATL	010-4300	409.75
P24-01643	Amazon Com	044	LCAP_1.24 MATL_SUPL	010-4200	39.93
				010-4300	142.14
P24-01644	Amazon Com	044	LCAP_1.24 MATL_SUPL	010-4200	190.60
				010-4300	57.93
P24-01645	Amazon Com	100	BOOK ORDER	010-4200	143.31
P24-01646	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	174.78
P24-01647	Johnny's Ambassadors, Inc.	385	SERV	010-5800	9,000.00
P24-01648	Pacificom Coast Sound	630	DEFERRED MAINT/SITE IMPROVEMENT	140-6173	676,000.00
P24-01649	Demco Inc	040	LCAP_1.24 MATL-SUPL	010-4300	415.19
P24-01650	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	345	LCAP_1.20 STWR APPS	010-5818	594.00
P24-01651	TEACHER CREATED MATERIALS	044	LCAP_1.24MATL_SUP (INST)	010-4300	14.30

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-01652	Superior Sanitary Supplies	630	ESSER / Custodial Equipment	010-4400	101,602.50
P24-01653	Superior Sanitary Supplies	630	ESSER / Custodial Equipment	010-4400	33,795.25
P24-01654	Hillyard Inc	630	ESSER / Custodial Equipment	010-4400	37,573.81
P24-01655	GENESIS FLOOR COVERING INC	630	LCAP_1.06 SERV/ELOP	010-5800	53,424.51
P24-01656	West Music Company Inc	044	LCAP_1.24MATL	010-4300	781.51
P24-01657	ACSA/FEA	315	LCAP 1.06_Conference	010-5200	1,695.00
P24-01658	SCHOOL'S IN, LLC	630	Materials and Supplies	010-4300	595.85
P24-01659	B & H Foto & Electronics Corp	004	EQUIP (OSD TV)	010-4418	472.97
P24-01660	CDW G	004	SERV	010-5818	9,995.00
P24-01661	Jostens, Inc	051	LCAP_1.24 MATERIALS/SUPPLIES	010-4300	943.92
P24-01662	SCRIPPS NATIONAL SPELLING BEE INC	041	LCAP_1.24 MATL-SUPL (INST)	010-5800	169.50
P24-01663	Office Depot Bus Ser Div	032	LCAP_1:24 MATL-SUPL (INST)	010-4300	1,992.68
P24-01664	Grainger Inc	003	stores supplies	010-9320	1,071.38
P24-01665	Traffic Technologies, LLC Total Signs & Screen Printing	630	Materials and Supplies	010-4300	2,163.15
P24-01666	Traffic Technologies, LLC Total Signs & Screen Printing	630	Materials and Supplies	010-4300	4,020.40
P24-01667	Dial Security	630	Professional Services	010-5800	163.00
P24-01668	Learning Resources	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	80.82
P24-01669	Mobile Modular Management	650	RENTAL/LOPEZ	251-5600	24,300.00
P24-01670	Office Depot Bus Ser Div	057	LCAP_1.24 Materials and Supplies	010-4300	445.43
P24-01671	ENVISION CONSULTING GROUP INC	385	SERV	010-5800	2,500.00
P24-01672	Rockwell Printing Inc.	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4200	1,164.02
P24-01673	Rockwell Printing Inc.	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4200	1,164.02
P24-01674	Rockwell Printing Inc.	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4200	869.09
P24-01675	CITY OF OXNARD	630	Fees / Kamala	010-5800	170.00
P24-01676	Dept Of Toxic Substances Ctr	630	DTSC Fees / Lemonwood	010-5800	3,036.00
P24-01677	Dept Of Toxic Substances Ctr	630	DTSC Fees / Doris & Patterson	010-5800	8,058.00
P24-01678	CDW G	004	LCAP_1.07 SOFTWARE	010-5818	42,600.00
P24-01679	Amazon Com	054	LCAP_1.24 matl/sup-instructional	010-4300	365.30
P24-01680	Amazon Com	053	LCAP_1.24 MATL-SUPL (INST)	010-4300	326.50
P24-01681	Amazon Com	051	LCAP_1.24 BOOKS (Instructional)	010-4200	928.60
P24-01682	Amazon Com	041	LCAP_1.24 MAT-SUPL (INST)	010-4300	129.42
P24-01683	Amazon Com	004	MAT/SUP	010-4300	274.56
P24-01684	Amazon Com	003	stores supplies	010-9320	723.30
P24-01685	Amazon Com	046	matl/supplies - New Teacher T. Jolley	010-4300	177.35
P24-01686	Amazon Com	046	matl/supplies - New Teacher T. Jolley	010-4300	110.23
P24-01687	IMAGE APPAREL FOR BUSINESS	630	SERV (23-24 NIGHT CUSTODIAN UNIFORMS)	010-5800	355.25
P24-01688	IMAGE APPAREL FOR BUSINESS	630	SERV (23-24 HAR CUSTODIAN - S.WAGNER)	010-5800	108.22

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-01689	THINK TOGETHER ORENDA EDUCATIO N	300	CSI FUNDING/SERV	010-5100	109,625.00
				010-5800	25,000.00
P24-01690	ACCELERATION BEHAVIORAL THERAP IES	380	SERV (LCAP GOAL 2, ACTION 9)	010-5100	475,000.00
				010-5800	25,000.00
P24-01691	Children's Museum of Santa Bar bara, MOXI	054	LCAP 1.24 serv- Instructional (admission)	010-5800	720.00
P24-01692	ESGI, LLC	054	LCAP 1.24 Serv-instructional	010-5818	708.00
P24-01693	Lakeshore Learning Materials	054	LCAP 1.24 Matl/sup-instructional	010-4300	272.01
P24-01694	Petroleum Telcom Inc DBA Telec om	054	LCAP1.24 serv-instructional	010-5800	546.25
P24-01695	Petroleum Telcom Inc DBA Telec om	054	LCAP 1.24 Serv-instructional	010-5600	285.60
P24-01696	Amazon Com	640	MATL/SUP	130-4300	433.89
P24-01697	Lakeshore Learning Materials-V	054	LCAP_1.24 Matl/sup-instructional	010-4300	273.13
P24-01698	Maxim Healthcare Services Inc dba/Maxim Staffing Solutions	380	LCAP_2.09 SERV (OT-J.ILLERA)	010-5100	185,840.00
P24-01699	Maxim Healthcare Services Inc dba/Maxim Staffing Solutions	380	LCAP_2.09 SERV (SLPA'S)	010-5100	658,800.00
P24-01700	Maxim Healthcare Services Inc dba/Maxim Staffing Solutions	380	LCAP_2.09 SERV (T.SIMANEK)	010-5100	187,200.00
P24-01701	Maxim Healthcare Services Inc dba/Maxim Staffing Solutions	380	LCAP_2.09 SERV (BHX TECH)	010-5100	380,640.00
P24-01702	Amazon Com	360	LCAP_3.01-Supplies	010-4300	76.12
P24-01703	Amazon Com	036	matl/Supplies - New Teacher L. Davila	010-4300	214.84
P24-01704	Amazon Com	036	matl/Supplies - New Teacher L. Davila	010-4300	79.07
P24-01705	Amazon Com	038	LCAP_1.13 MATL-SUPL (INST)-E. Harrison	010-4200	140.00
P24-01706	Amazon Com	038	LCAP_1.24 MATL-SUPL (PBIS) -Behavior	010-4300	195.56
P24-01707	Rochester 100, Inc	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	228.96
P24-01708	ORIENTAL TRADING COMPANY	053	LCAP_1.24 MATL-SUPL (INST)	010-4300	298.06
P24-01709	Amazon Com	048	LCAP 1.24 BOOKS OTHER THAN TEXTBOOKS-INST.	010-4200	136.42
P24-01710	Amazon Com	048	LCAP_1.24 MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	261.88
P24-01711	Amazon Com	048	LCAP_1.24 MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	43.81
P24-01712	UBP- SAN LUIS OBISPO, INC ULTR EX BUSINESS PRODUCTS	655	MAINT	010-5631	3,500.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-01713	US Bank CM-9690	660	FY23-24 GO Bone Administration Fees	510-7434	1,900.00
				512-7434	2,875.00
				513-7434	7,580.00
				514-7434	1,875.00
P24-01714	Ashton Awards Inc Aswell Troph y	600	MATLS/SUP	010-4300	54.63
P24-01715	MIND EDUCATION	355	LCAP_1.5 SERV/SUPP CONC	010-5800	30,000.00
P24-01716	Amazon Com	038	LCAP_1.13 MATL-SUPL (INST)-E. Harrison	010-4300	165.07
P24-01717	Amazon Com	066	LCAP_1.24 Materials and Supplies - Admin	010-4300	421.65
P24-01718	Amazon Com	032	LCAP_1.24 MATL SUPL (INST)	010-4300	147.69
P24-01719	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	886.53
P24-01720	Amazon Com	032	LCAP_1.24 MATL SUPL (INST)	010-4300	39.09
P24-01721	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	106.95
P24-01722	Amazon Com	052	LCAP_1.24 - MATL/SUPL-Inst	010-4300	856.16
P24-01723	Amazon Com	060	LCAP_1.24 Matl/Sup-Inst. Ms. Bakody	010-4300	237.89
P24-01724	Amazon Com	032	LCAP_1.24 MATL/SUPL (INST)	010-4300	346.96
P24-01725	Amazon Com	032	LCAP_1.24 MATL/SUPL-(INST)	010-4300	401.84
P24-01726	Amazon Com	032	LCAP_1.24 MATL/SUPL (INSTL)	010-4300	231.65
P24-01727	Amazon Com	032	LCAP_1.24 MATL/SUPL-(INSTL)	010-4300	166.70
P24-01728	Amazon Com	355	LCAP_1.05 MATERIALS FOR UTK - MATH	010-4300	842.25
P24-01729	Amazon Com	355	LCAP_1.05 MATERIALS FOR UTK - MATH	010-4300	428.64
P24-01730	Amazon Com	355	LCAP_1.05 MATERIALS FOR UTK - MATH	010-4300	597.75
P24-01731	Amazon Com	355	LCAP_1.05 MATERIALS FOR UTK - MATH	010-4300	608.58
P24-01732	Amazon Com	355	LCAP_1.05 MATERIALS FOR UTK - MATH	010-4300	608.58
P24-01733	Amazon Com	355	LCAP_1.05 MATERIALS FOR UTK - MATH	010-4300	413.93
P24-01734	Amazon Com	355	LCAP_1.05 MATERIALS FOR UTK - MATH	010-4300	574.81
P24-01735	Amazon Com	355	LCAP_1.05 MATERIALS FOR UTK MATH	010-4300	1,106.67
P24-01736	Amazon Com	355	LCAP_1.05 MATERIALS FOR UTK MATH	010-4300	576.08
P24-01737	Amazon Com	355	LCAP_1.05 MATERIALS FOR UTK MATH	010-4300	865.94
P24-01738	Amazon Com	355	LCAP_1.05 MATERIALS FOR UTK MATH	010-4300	851.05
P24-01739	Amazon Com	355	LCAP_1.05 MATERIALS FOR UTK MATH	010-4300	843.41
P24-01740	Amazon Com	355	LCAP_1.05 MATERIALS FOR UTK MATH	010-4300	565.63

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P24-01741	Amazon Com	355	LCAP_1.05 MATERIALS FOR UTK MATH	010-4300	851.05
P24-01742	Amazon Com	060	LCAP_1.24 MATL-SUP(INST) Kinder	010-4300	214.63
P24-01743	Amazon Com	060	LCAP_1.24 MATL/SUP(INST) - Ms. Alvarado	010-4300	191.50
P24-01744	Amazon Com	060	LCAP_1.24 MATL/SUP-(INST) Ms. Pera	010-4300	244.32
P24-01745	ACSA/FEA	210	2023 ACSA CONF REG	010-5200	699.00
P24-01746	Amazon Com	360	LCAP_1.05-Books	010-4200	327.85
P24-01747	RENAISSANCE LONG BEACH HOTEL	210	ACSA Hotel Res	010-5200	834.64
P24-01748	CHARTER COMMUNICATION HOLDINGS SPECTRUM	001	COMM	010-5902	100,000.00
P24-01749	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	380	LCAP_1:13 SERV	010-5818	3,054.70
P24-01750	Vendurance Inc	041	LCAP_1.24 Xross Country meets for Frank students	010-5800	546.25
P24-01751	ESGI, LLC	036	LCAP_1.24 serv - instructional	010-5818	2,574.00
P24-01752	CN School & Office Sol, Inc Cu lver-Newlin	001	EQUIP (LOW PANELS - BUDGET/CNS)	010-4400	7,778.87
P24-01753	Diane Turini-Mize	385	MAA/SERV (GOAL/ACTION 2.4)	010-5800	92,000.00
P24-01754	Read Naturally, Inc	051	LCAP_1.24 ONLINE LICENSE (Instruction)	010-5818	2,470.00
P24-01755	SCHOLASTIC-TEACHER STORE	051	LCAP_1.24 BOOKS	010-4200	407.65
P24-01756	SCHOLASTIC-TEACHER STORE	051	LCAP_1.24 BOOKS	010-4200	143.25
P24-01757	Amazon Com	042	LCAP_1.24 Materials and Supplies	010-4300	1,363.38
P24-01758	Amazon Com	315	LCAP_1.06 Material/Supply ASP Coordinator Rose Ave	010-4300	446.20
P24-01759	Amazon Com	036	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,011.45
P24-01760	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,316.24
P24-01761	Amazon Com	315	LCAP_1.06 MATERIALS/SUPPLYS OFFICE	010-4300	156.52
P24-01762	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	217.94
P24-01763	Amazon Com	054	LCAP_1.24 Matl/sup-instructional	010-4300	308.78
P24-01764	Amazon Com	060	LCAP_1.24 MATL/SUP(INST) - Ms. Luna-G	010-4300	76.76
P24-01765	Amazon Com	003	STORES- PPE SUPPLIES (CLOROX WIPES)	010-4300	2,949.75
P24-01766	Amazon Com	040	mat/supplies - New Teacher K. Vasquez	010-4300	156.38
P24-01767	Amazon Com	040	mat/supplies - New Teacher K. Vasquez	010-4300	135.58
P24-01768	Amazon Com	036	LCAP_1.24 MATL-SUPL (INST)	010-4300	507.54
P24-01769	Amazon Com	385	MAT/SUP - Ink cartridge LC3013	010-4300	67.07
P24-01770	Amazon Com	048	LCAP_1.24 MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	48.05
P24-01771	Amazon Com	051	LCAP_1.24 BOOKS	010-4200	17.89

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P24-01772	Pegboard	660	MATL/SUPPL - CASH RECEIPT BOOKS	010-4300	1,729.13
P24-01773	DYNAMIC EDUCATION SERVICES INC	380	SERV (GOAL/ACTION 2.9)	010-5100	125,000.00
				010-5800	25,000.00
P24-01774	DARYTON A. RAMSEY 3E CONSULTIN G GROUP	036	LCAP_1.24 SERV/SUPP CONC	010-5800	26,000.00
P24-01775	SMART AND FINAL-C.I. BLVD	041	Matl-Sup for 2023-24 - Frank school year	010-4300	546.25
P24-01776	Channel Islands Roofing Inc	630	DEF MAINT/BLDG (M WEST RAIN GUTTERS)	140-6200	57,640.00
P24-01777	AMERICAN BUILDING COMFORT SERV ICES, INC	630	ELOP/DEF MAINT/BLDG (ELOP BLDG/ESC)	010-6200	26,800.00
				140-6200	19,165.00
P24-01778	General Binding Corp.	056	LCAP_1.24 MAINT AGRMTS	010-5631	620.92
P24-01779	LECTURA INC LATINO FAMILY LITE RACY PROJECT	055	LCAP_1.24 MATL-SUPL	010-4200	2,623.50
P24-01780	SCHOOL TECH SUPPLY	046	LCAP_1.24 MATL-SUPL (INST)	010-4418	2,973.74
P24-01781	United Refrigeration Inc	630	HVAC Equipt / McAuliffe	010-4400	7,533.53
P24-01782	BSN Sports	003	stores supplies	010-9320	1,936.73
P24-01783	Extreme Clean	003	stores supplies	010-9320	9,773.51
P24-01784	CN School & Office Sol, Inc Cu lver-Newlin	036	LCAP_1.24 MATL-SUPL (INST)	010-4400	1,926.81
P24-01785	Lakeshore Learning Materials	040	LCAP_1.24 MATL-SUPL	010-4300	273.58
P24-01786	ORIENTAL TRADING COMPANY	048	LCAP_1.24-MATERIALS AND SUPPLIES-INCENTIVE	010-4300	54.61
P24-01787	Renaissance Learning Inc	320	LCAP_1.16_Services	010-5800	3,500.00
P24-01788	Lakeshore Learning Materials	052	LCAP_1.24 MATL/SUPL-INSTR	010-4300	161.38
P24-01789	ORIENTAL TRADING COMPANY	052	LCAP_1.24 - MATL/SUPL-Instr	010-4300	128.84
P24-01790	Raymond Geddes And Co Inc	040	LCAP_1.24 MATL-SUPL	010-4300	803.05
P24-01791	Maad Graphics	048	LCAP_1.24-MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	629.28
P24-01792	FOLLETT SCHOOL SOLUTIONS, INC	054	LCAP 1.24 books-instructional	010-4200	5,462.50
P24-01793	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	5,401.76
P24-01794	Pioneer Chemical Co	003	stores supplies	010-9320	544.07
P24-01795	Renaissance Learning Inc	066	LCAP_1.24 Online License-Instructional	010-5818	836.00
P24-01796	FOLLETT SCHOOL SOLUTIONS, INC	051	LCAP_1.24 MAT/SUPPLIES (Insructional)	010-4300	344.63
P24-01797	Brainpop Com LLC	046	LCAP_1.24 LICENSE/INSTRUCTION	010-5818	4,200.00
P24-01798	Food Safety Systems	640	consulting	130-5800	56,400.00
P24-01799	MCGRAW HILL EDUCATION, INC	057	LCAP_1.24 Materials and Supplies	010-5818	1,190.00
P24-01800	B & H Foto & Electronics Corp	046	LCAP_1.24 MATL-SUPL (INST)	010-4418	2,938.40
P24-01801	NIMCO INC	052	LCAP_1.24 - MATL/SUPL-Instr	010-4300	1,440.35
P24-01802	Really Good Stuff	052	LCAP_1.24 - MATL/SUPL-Instr	010-4300	186.66

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P24-01803	CABE VTA CO CHAPTER	300	LCAP_3.01- Conf	010-5200	2,500.00
P24-01804	S & S WORLDWIDE, INC	315	LCAP_1.06 Material/Supplys ASP	010-4300	1,584.13
P24-01805	Read Naturally, Inc	057	LCAP_1.24 Online reading program	010-5818	753.83
P24-01806	Calif Science Teachers Assn	345	LCAP_1.20 Conf TOSAs	010-5200	310.00
				010-5300	30.00
P24-01807	GREENWOOD PUB GROUP LLC HEINEM ANN	345	LCAP_1.02 CONF-(ELOG) LLI	010-5200	2,712.00
P24-01808	El Concilio Family Services	100	CONF	010-5200	375.00
P24-01809	School Outfitters	054	LCAP 1.24 Materials and Supplies-Instructional	010-4300	1,221.88
P24-01810	SCHOOL TECH SUPPLY	004	STWR APPS	010-5818	3,456.78
P24-01811	GENESIS FLOOR COVERING INC	630	Def. Maint/Prof Service/ Sierra Linda	140-5800	3,388.24
P24-01812	SCHOOL TECH SUPPLY	004	COMP EQUIP	010-4418	1,827.75
P24-01813	Demco Inc	041	LCAP_1.24 MATL-SUP (INST) for Frank Library	010-4300	94.80
P24-01814	Lakeshore Learning Materials	057	LCAP_1.24 Materials and Supplies K-Ballas	010-4300	783.17
P24-01815	Legal Books Distributing	385	MAT/SUP	010-4200	260.74
P24-01816	Ccp Industries	003	stores supplies	010-9320	917.70
P24-01817	Superior Sanitary Supplies	003	stores supplies	010-9320	504.74
P24-01818	SCHOOL TECH SUPPLY	385	EQUIP- laptop	010-4418	1,992.71
P24-01819	COOLE SCHOOL	057	LCAP_1.24 Materials and Supplies	010-4300	306.25
P24-01820	Maverick Multimedia LLC	004	MAT/SUP	010-4300	701.18
P24-01821	Monterey Marriott	210	conf	010-5200	6,805.68
P24-01822	Apple Computer Inc	380	LCAP_1.13 EQUIP	010-4318	14,826.84
P24-01823	Amazon Com	048	LCAP_1.24 MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	116.83
P24-01824	SCHOOL SPECIALTY LLC	051	LCAP_1.24 MATL-SUPL (Instrucional)	010-4300	1,658.42
P24-01825	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES	010-4300	32.76
P24-01826	Amazon Com	051	LCAP_1.24 MATERIALS/SUPLIES (Instructional)	010-4300	262.11
P24-01827	OXNARD PERFORMING ARTS CENTER CORP	385	SERVICE- OPAC	010-5800	4,300.00
P24-01828	Veritiv Operating Company	003	stores supplies	010-9320	17,305.44
P24-01829	SYDELL PALM SPRINGS LLC/ THE S AGUARO PALM SPRINGS	345	LCAP_1.20 Conf TOSAs	010-5200	684.33
P24-01830	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	SUP	130-4700	8,000.00
P24-01831	VALLARTA SUPERMARKETS	048	LCAP_1.24 MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	700.00
P24-01832	Cooperative Strategies	600	SERV/DEV FEES 23-24	251-5800	6,800.00
P24-01833	PEEBEE & JAY PH	355	LCAP_1.05 MAT.& SUP.	010-4300	105.16
P24-01834	Uline	600	MATLS/SUP	010-4300	31.85
P24-01835	SEA CENTER SANTA BARBARA MUSEU M	055	AVID/ LCAP_1.23	010-4300	150.00

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P24-01836	AMERICAN PIZZA OXNARD	052	LCAP_1.24 -MATL/SUPL-Parent Part	010-4300	437.00
P24-01837	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	767.95
P24-01838	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	215.88
P24-01839	Amazon Com	056	LCAP_1.24 Matl.	010-4300	286.63
P24-01840	SMART AND FINAL-C.I. BLVD	057	LCAP_1.24 23-24 Blanket PO for SIP day	010-4300	546.25
P24-01841	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	68.98
P24-01842	J & S Restaurants, Inc	041	LCAP_1.24	010-4300	218.50
P24-01843	CORY HILLS	315	ELOP/SERV (1.6)	010-5800	110,837.88
P24-01844	Amazon Com	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	289.68
P24-01845	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	1,519.17
P24-01846	Amazon Com	315	LCAP_1.06 Material/Supplys	010-4300	86.41
P24-01847	Amazon Com	060	LCAP_1.24 - MATL/SUP (INST)	010-4300	246.01
P24-01848	Amazon Com	058	LCAP_1.24 MATL-SUPL	010-4300	1,161.47
P24-01849	Amazon Com	058	LCAP_1.24 MATL-SUPL	010-4300	781.21
P24-01850	Amazon Com	058	LCAP_1.24 MATL-SUPL	010-4300	606.33
P24-01851	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	165.76
P24-01852	Amazon Com	640	MATL/SUP	130-4300	187.48
P24-01853	Amazon Com	038	matl/supplies - New Teacher C. Gonzalez	010-4300	135.46
P24-01854	Amazon Com	055	matl/sup - New Teacher G. Murillo	010-4300	214.49
P24-01855	Amazon Com	055	matl/sup - New Teacher G. Murillo	010-4300	126.71
P24-01856	Amazon Com	044	matl/supplies - New Teacher J. Cervantes	010-4300	283.55
P24-01857	Amazon Com	044	matl/supplies - New Teacher J. Cervantes	010-4300	74.29
P24-01858	Amazon Com	048	matl/supplies - New Teacher A. Acosta	010-4300	349.72
P24-01859	Amazon Com	048	matl/supplies - New Teacher J. Saldana	010-4300	257.37
P24-01860	Amazon Com	048	matl/supplies - New Teacher J. Saldana	010-4300	86.31
P24-01861	Amazon Com	066	matl/supplies - New Teacher N. Raptodimos	010-4300	340.13
P24-01862	Amazon Com	048	matl/supplies for New Teacher - A. Aguilera	010-4300	307.58
P24-01863	Spicers Paper Inc	655	Materials and Supplies	010-4300	2,453.86
P24-01864	Spicers Paper Inc	655	Materials and Supplies	010-4300	2,191.83
P24-01865	Amazon Com	300	SUP/MLT	010-4300	932.50
P24-01866	Amazon Com	044	LCAP_1.24MATL_SUPL	010-4300	281.41
P24-01867	Amazon Com	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	369.56
P24-01868	Amazon Com	048	LCAP_1.24 MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	287.39
P24-01869	Amazon Com	032	LCAP_1.24 MATL-SUPL (INTS)	010-4200	68.97
P24-01870	Amazon Com	004	MAT/SUP	010-4300	250.39
P24-01871	Amazon Com	040	LCAP_1.24 MATL-SUPL	010-4300	207.30

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-01872	Amazon Com	040	LCAP_1.24 MATL-SUPL	010-4300	126.19
P24-01873	Amazon Com	040	LCAP_1.24 MATL-SUPL	010-4300	97.36
P24-01874	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	42.21
P24-01875	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instruction)	010-4300	92.52
P24-01876	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	317.51
P24-01877	Amazon Com	038	matl/supplies - New Teacher L. De La Cruz	010-4300	230.07
P24-01878	Amazon Com	038	matl/supplies - New Teacher L. De La Cruz	010-4300	87.26
P24-01879	Amazon Com	032	LCAP 1_24.MATL-SUPL (INST)	010-4300	481.53
P24-01880	Amazon Com	630	Custodial Materials and Supplies	010-4300	178.61
P24-01881	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,786.28
P24-01882	Amazon Com	052	LCAP 1.24 / MTLs	010-4300	108.27
P24-01883	Amazon Com	052	LCAP 1.24 / MTLs	010-4300	180.14
P24-01884	Amazon Com	385	MAT/SUP-- ice maker	010-4300	219.70
P24-01885	Amazon Com	385	MAT/SUP	010-4300	20.75
P24-01886	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	137.08
P24-01887	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (instructional)	010-4300	142.95
P24-01888	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	91.87
P24-01889	Amazon Com	056	LCAP_1.24 Matl/Supl- Instructional	010-4300	253.00
P24-01890	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01891	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.26
P24-01892	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01893	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01894	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01895	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01896	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01897	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01898	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01899	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01900	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18

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P24-01901	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01902	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01903	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01904	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01905	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01906	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01907	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01908	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01909	Epmov, Inc. dba. Farm Cart Org anics	640	SUP	130-4700	4,588.18
P24-01910	BARNES AND NOBLE BOOKSELLERS, INC.	051	LCAP_1.24 BOOKS	010-4200	524.07
P24-01911	Amazon Com	044	LCAP_1.24 Matl-SUPL	010-4300	652.04
P24-01912	World's Finest Chocolate, Inc	054	LCAP 1.24 Matl/sup-instructional	010-4300	3,900.00
P24-01913	Office Depot Bus Ser Div	003	stores supplies	010-9320	11,410.99
P24-01914	Office Depot Bus Ser Div	050	LCAP_1.24 MATL-SUPL	010-4300	1,500.00
P24-01915	SMART AND FINAL-C.I. BLVD	032	LCAP_1.24 MATL-SUPL	010-4300	3,000.00
P24-01916	Dept Of Toxic Substances Ctr	600	FEES-DTSC.DrifPrjt.TK-Kdg	350-6171	295.86
P24-01917	Dept Of Toxic Substances Ctr	600	FEES-DTSC.DrifPrjt.TK-Kdg	350-6171	6,763.00
P24-01918	Hilton Waterfront Beach Resort	600	CASBO - NOV 2023 SYMPOSIUM - LODGING for VM	010-5200	495.46
P24-01919	SCHOLASTIC-TEACHER STORE	044	LCAP_1.24 MATL.	010-4300	267.84
P24-01920	Monster Technology LLC	058	LCAP_1.24 MATL-SUPL	010-4300	817.19
P24-01921	NIMCO INC	048	LCAP_1.24-MATERIALS AND SUPPLIES-INCENTIVE	010-4300	543.78
P24-01922	Woodburn Press	054	LCAP_1.24 matl/sup-instructional	010-4300	218.85
P24-01923	UNDERWOOD FAMILY FARMS LP	066	LCAP_1.24 SERV-Instructional	010-5800	480.00
P24-01924	ZAPOPAN BUSINESS GROUP LLC WOR LD WIDE IMAGING SUPPLIES	640	MATL /SUP	130-4300	494.95
P24-01925	Lakeshore Learning Materials	315	LCAP_1.06 MATERIAL/SUPPL ASP ELOP	010-4300 010-4400	362.22 1,949.13
P24-01926	CASBO	600	CASBO - NOV 2023 CBO SYMPOSIUM - VM	010-5200	875.00
P24-01927	SCHOOL SERVICES OF CALIFORNIA, INC.	600	CONF-Governor Budget Workshop 1-19-24 /VM	010-5200	325.00
P24-01928	SCHOLASTIC-BOOK CLUBS	051	LCAP_1.24 BOOKS	010-4200	545.90
P24-01929	SCHOLASTIC-BOOK CLUBS	051	LPAC_1.24 BOOKS	010-4200	415.00

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P24-01930	SCHOLASTIC-MAGAZINES	057	LCAP_1.24 Materials and Supplies	010-4300	3,295.13
P24-01931	MARGARITAVILLE RESORT PALM SPR INGS	041	LCAP_1.24 CONF	010-5200	1,478.36
P24-01932	CASBO	660	CASBO - NOV 2023 CBO SYMPOSIUM - PN	010-5200	875.00
P24-01933	Hilton Anaheim	100	CABE 2024 Hotel Reservations	010-5220	1,059.80
				010-5221	1,059.80
				010-5223	1,059.80
				010-5224	1,059.80
				010-5225	1,059.80
P24-01934	IMAGE APPAREL FOR BUSINESS	630	SERV (23-24 MAINT UNIFORMS - P.RAMIREZ)	010-5800	124.97
P24-01935	Petroleum Telcom Inc DBA Telecom	610	MATL/SUP - Instruction	010-4300	179.63
P24-01936	SCHOLASTIC INC	051	LCAP_1.24 BOOKS	010-4200	55.05
P24-01937	ORIENTAL TRADING COMPANY	060	LCAP 1.24_MATL/SUP-Instruction ORC	010-4300	279.64
P24-01938	ORIENTAL TRADING COMPANY	052	LCAP 1.24 / MTLs	010-4300	520.25
P24-01939	Positive Promotions	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	1,373.94
P24-01940	Amazon Com	038	matl/supplies - New Teacher, E. Harrison	010-4300	256.35
P24-01941	Amazon Com	038	matl/supplies - New Teacher E. Harrison	010-4300	31.83
P24-01942	Amazon Com	042	matl/supplies - New Teacher Bianca Aguilar	010-4300	198.67
P24-01943	Amazon Com	042	matl/supplies - New Teacher B. Aguilar	010-4300	119.52
P24-01944	Amazon Com	042	matl/supplies - New Teacher Sarah Passno	010-4300	262.53
P24-01945	Amazon Com	042	matl/supplies - New Teacher Sarah Passno	010-4300	91.92
P24-01946	Amazon Com	056	matl/supply - New Teacher Marco Quintanilla	010-4300	320.32
P24-01947	Amazon Com	055	matl/supplies - New Teacher V. Alvarez	010-4300	263.08
P24-01948	Amazon Com	055	matl/supplies - New Teacher V. Alvarez	010-4300	63.53
P24-01949	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	144.76
P24-01950	Amazon Com	630	Materials and Supplies	010-4300	59.13
P24-01951	Amazon Com	610	Safety Materials and Supplies	010-4300	95.77
P24-01952	WALTER P. SCHWARTZ	200	SVCS (Negotiations Facilitator)	010-5800	30,000.00
P24-01953	JS Hospitality Group, LLC Courtyard by Marriott Oxnard	315	LCAP_1.06 CONF All Staff PD	010-5800	13,064.26
P24-01954	BELFOR USA GROUP, INC	610	FREMONT LIABILITY CLAIMS - 106512006/106511960	010-5800	23,274.30

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P24-01955	BELFOR USA GROUP, INC	610	MARSHALL LIABILITY CLAIM - 106512175	010-5800	1,743.33
P24-01956	BELFOR USA GROUP, INC	610	MCAULIFFE LIABILITY CLAIM - 106511857	010-5800	50,833.70
P24-01957	Lakeshore Learning Materials	038	matl/supplies - New Teacher C. Gonzalez	010-4300	159.45
P24-01958	Lakeshore Learning Materials	040	LCAP_1.24 MATL-SUPL	010-4300	77.49
P24-01959	Amazon Com	610	Mat/Sup - Safety	010-4300	4,936.23
P24-01960	Amazon Com	050	LCAP_1.24 BOOK/REF MATL	010-4200	303.91
P24-01961	Avid Center	315	LCAP_1.11 TRAVEL AND CONFERENCE	010-5200	750.00
P24-01962	GREENFIELD LEARNING INC	360	LCAP_1.22- Software	010-5818	1,109.03
P24-01963	Calif Science Teachers Assn	041	LCAP_1.24 CONF	010-5200	680.00
P24-01964	Children's Museum of Santa Barbara, MOXI	060	LCAP_1.24 (FIELDTRIP)	010-5800	450.00
P24-01965	Hand2mind	315	LCAP_1.06 ELOP MATERIAL & SUPPLIES	010-4300	6,305.36
P24-01966	Printech	038	LCAP_1.24 MATL-SUPL	010-4300	2,500.00
P24-01967	CMC	355	LCAP_1.19 TRAVEL & CONF PD MATH	010-5200	780.00
P24-01968	Renaissance Learning Inc	320	LCAP_1.16_ Services	010-5800	660.00
P24-01969	SCHOOL TECH SUPPLY	315	LCAP_1.06 Material & Supplys	010-4300	1,735.98
P24-01970	CDW G	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	89.74
P24-01971	SCHOOL SERVICES OF CALIFORNIA, INC.	300	CONF-Governor Budget Workshop 1-19-24 /AF	010-5200	325.00
P24-01972	Printech	032	LCAP_1.24 MATL-SUPL (INST)	010-5631	874.46
P24-01973	CABE	042	LCAP_1.24 Travel/Conference	010-5200	740.00
P24-01974	GREENWOOD PUB GROUP LLC HEINEM ANN	050	LCAP_1.24 BOOK/REF MATL	010-4200	30.68
P24-01975	SCHOOL SERVICES OF CALIFORNIA, INC.	600	CONF-Governors Workshop.OEA.1-19-24	010-5200	650.00
P24-01976	Office Depot Bus Ser Div	345	LCAP_1.09 matl/sup - Science K. Majda	010-4300	87.84
P24-01977	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	LCAP_1.06 LEGAL AD (ROOFING PROJECT-ELOP BLDG)	010-6200	2,480.30
P24-01978	EJ Harrison & Sons Inc	001	UTIL (DIST WIDE TRASH PU)	010-5570	400,000.00
P24-01979	Hilton Waterfront Beach Resort	660	CASBO - NOV 2023 SYMPOSIUM - LODGING for PN	010-5200	495.46
P24-01980	Office Depot Bus Ser Div	042	LCAP_1.24 MATL-SUPL	010-4300	185.71
P24-01981	Tom Rey Garcia dba/ Tomas Cafe & Gallery	620	LCAP_4.04 MATL-SUPL	010-4300	1,200.00
P24-01982	COSTCO WHOLESALE CORPORATION	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	2,000.00
P24-01983	Office Depot Bus Ser Div	042	LCAP_1.24 MATL-SUPL	010-4300	83.01
P24-01984	Office Depot Bus Ser Div	032	LCAP 1_24 MATL-SUPL (INST)	010-4300	136.00
P24-01985	Uline	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	186.32

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ESCAPE ONLINE

Includes Purchase Orders dated 09/07/2023 - 10/05/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-01986	SOS Survival Products	610	Emergency Supplies - Water Barrels - Elm	010-4300	34.96
P24-01987	SCHOOL TECH SUPPLY	056	LCAP_1.24 Matl	010-4318	218.49
P24-01988	School Life, div of ImageStuff	038	LCAP_1.24 MATL/SUPP-PBIS	010-4300	577.54
P24-01989	Central Restaurant Products	640	MATL/SUP	010-4300	133.32
P24-01990	Central Restaurant Products	640	MATL/SUP	010-4300	161.65
P24-01991	Central Restaurant Products	640	4400	010-4400	2,730.16
P24-01992	CARNITAS EL BROTHER INC	048	LCAP_1.24 MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	924.38
P24-01993	COLONY LABS, INC. dba. SCRIBE	004	SOFTWARE	010-5818	8,820.00
P24-01994	SCHOOL SERVICES OF CALIFORNIA, INC.	660	Governors Budget Workshop 1-19-24 - PN	010-5200	325.00
P24-01995	Aviate Enterprises, Inc.	315	LCAP_1.06 Equipment-ELOP Warehouse	010-6400	56,338.92
P24-01996	Rochester 100, Inc	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	228.50
P24-01997	PEAR DECK, INC	046	LCAP_1.24 LICENSE/INSTRUCTION	010-5818	2,364.50
P24-01998	Really Good Stuff	052	LCAP 1.24 / MTLs	010-4300	295.30
P24-01999	Hawthorne Educational Servic	385	LCAP_2.04 BOOKS	010-4200	10,247.65
P24-02000	Coast To Coast Computer Prod	036	LCAP_1.24 MATL-SUPL (INST)	010-4300	2,500.22
P24-02001	Diversified Lighting Supply	630	Electrical Materials and Supplies	010-4321	3,000.00
P24-02002	CARNITAS EL BROTHER INC	066	LCAP_1.24 MATL-SUPL (INST)	010-4300	990.00
P24-02003	SCHOOL TECH SUPPLY	036	LCAP_1.24 MATL-SUPL (INST)	010-4318	543.68
P24-02004	JEFFREY L. HIGGINS PRO SHARP	640	services	130-5800	164.00
P24-02005	Urbane Cafe Alex Bello-Mgr	052	LCAP_1.24 MATL-SUPL	010-4300	892.36
P24-02006	Children's Museum of Santa Barbara, MOXI	052	LCAP_1.24 - MATL/SUPL-Instr	010-5800	270.00
P24-02007	Lakeshore Learning Materials	052	LCAP_1.24 - Matl/Supl	010-4300	2,062.53
P24-02008	Southwest Airlines	051	LCAP_1.24 CONF/TRAVEL (INSTRUCTIONAL)	010-5200	177.96
P24-02009	BUILDING BLOCK ENT INC SHOWS THAT TEACH	054	LCAP_1.24-serv-instructional	010-5800	1,395.00
P24-02010	Parent Project Inc	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,891.50
P24-02011	Hilton Anaheim	042	LCAP_1.11 TRAVEL AND CONFERENCE	010-5200	794.85
P24-02012	ROMU FOODS, INC. DBA. BG'S CAFE	056	LCAP_1.24_Matl-Supl	010-4300	764.75
P24-02013	Amazon Com	057	LCAP_1.13 Materials and Supplies - Henke	010-4300	283.66
P24-02014	Amazon Com	380	LCAP_1.13 Materials & supplies for Andrea Najera	010-4300	326.14
P24-02015	Amazon Com	380	LCAP_1.13 Materials & supplies for Jennifer V	010-4300	172.15
P24-02016	Amazon Com	380	LCAP_1.13 Materials & supplies for Jennifer V	010-4300	23.10
P24-02017	Amazon Com	380	LCAP_1.13 Materials & supplies for Mia Kim	010-4300	67.32

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ESCAPE ONLINE

Includes Purchase Orders dated 09/07/2023 - 10/05/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02018	Amazon Com	380	LCAP_1.13 Materials & supplies for Erin Rivera	010-4300	205.02
P24-02019	Amazon Com	380	LCAP_1.13 Materials & supplies for Erin Rivera	010-4300	42.75
P24-02020	Amazon Com	380	LCAP_1.13 Materials & supplies for Laura Herrera	010-4300	239.88
P24-02021	Amazon Com	380	LCAP_1.13 Materials & supplies for Laura Herrera	010-4300	63.37
P24-02022	Amazon Com	380	LCAP_1.13 Materials & supplies for Diane D	010-4300	181.56
P24-02023	Amazon Com	380	LCAP_1.13 Materials & supplies for Diane D	010-4300	109.82
P24-02024	Amazon Com	040	LCAP_1.13 MATL-SUPL	010-4300	123.80
P24-02025	Amazon Com	380	LCAP_1.13 Materials & supplies for Course Psychs	010-4300	776.08
P24-02026	Amazon Com	036	LCAP_1.13 MATL-SUPL (INST)	010-4300	135.09
P24-02027	Amazon Com	036	LCAP_1.13 MATL-SUPL (INST)	010-4300	115.96
P24-02028	Amazon Com	380	LCAP_1.13 Materials & supplies for DO psychs	010-4300	675.79
P24-02029	Amazon Com	380	LCAP_1.13 Materials for counseling psychs	010-4200	828.64
P24-02030	Amazon Com	380	LCAP1.13 Materials for counseling psychs	010-4300	913.12
P24-02031	Amazon Com	380	LCAP_1.13 Materials for Counseling psychs	010-4200	267.24
P24-02032	Amazon Com	380	LCAP_1.13 Materials for Counseling Psychs	010-4300	108.33
P24-02033	Amazon Com	380	LCAP_1.13 Materials & supplies for Lauren Teoli	010-4300	151.34
P24-02034	Amazon Com	380	LCAP_1.13 Materials & supplies for Lyndy R	010-4300	146.86
P24-02035	Amazon Com	380	LCAP_1.13 Materials & supplies for Lyndy R	010-4200	47.66
P24-02036	Amazon Com	380	LCAP_1.13 Needed for services	010-4300	543.66
P24-02037	Amazon Com	380	LCAP_1.13 Materials & supplies for Alison Newton	010-4300	143.56
P24-02038	Amazon Com	345	LCAP_1.20 MTLs TOSAs	010-4200	249.16
P24-02039	Amazon Com	380	LCAP_1.13 Materials & supplies for Christine H	010-4300	236.66
P24-02040	Amazon Com	380	LCAP_1.13 Materials & supplies for Christine H	010-4300	32.27
P24-02041	Amazon Com	380	LCAP_1.13 Materials for counseling psychs	010-4300	3,020.57
P24-02042	Amazon Com	380	LCAP_1.13 Materials & supplies for	010-4300	895.42
P24-02043	Amazon Com	052	LCAP_1.24 / MTLs	010-4300	119.21
P24-02044	Amazon Com	052	LCAP_1.13 MATL/SUPL-Instruc	010-4300	71.11
P24-02045	Amazon Com	059	LCAP_1.13 Materials & Supplies	010-4300	304.00

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ESCAPE ONLINE

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Includes Purchase Orders dated 09/07/2023 - 10/05/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount	
P24-02046	Amazon Com	053	LCAP_1.24 MATL-SUPL (INST)	010-4300	76.05	
P24-02047	Amazon Com	056	LCAP_1.24 Matl/Supl-Instructional	010-4300	65.60	
P24-02048	Amazon Com	038	matl/supplies New Teacher - Jaclyn Mellring	010-4300	246.77	
P24-02049	Amazon Com	038	matl/supplies New Teacher - Jaclyn Mellring	010-4300	79.68	
P24-02050	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	74.44	
P24-02051	Amazon Com	630	Materials and Supplies / Sierra Linda	010-4300	78.82	
P24-02052	Amazon Com	610	Ergonomic Materials and Supplies	010-4300	811.20	
P24-02053	Amazon Com	610	Ergonomic Materials and Supplies	010-4300	512.70	
P24-02054	Amazon Com	610	Ergonomic Materials and Supplies	010-4300	427.26	
P24-02055	Amazon Com	630	Materials and Supplies	010-4300	844.24	
Total Number of POs				472	Total	5,362,406.23

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	429	4,377,281.56
130	CAFETERIA FUND	35	176,542.57
140	DEFERRED MAINTENANCE FUND	4	756,193.24
251	DEVELOPER FEES	2	31,100.00
350	COUNTY SCHOOL FACILITY FUND	2	7,058.86
510	BOND INTEREST & REDEMPTION 1988	1	1,900.00
512	BOND INTEREST REDEMPTION 2006	1	2,875.00
513	BOND INTEREST REDEMPTION 2012	1	7,580.00
514	BOND INTEREST REDEMPTION 2016	1	1,875.00
		Total	5,362,406.23

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ESCAPE ONLINE

Includes Purchase Orders dated 09/07/2023 - 10/05/2023

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-00824	233,296.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	12,211.00
P23-01309	2,500,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	500,000.00
P23-01382	250,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	50,000.00
P23-04804	294,410.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	44,410.00
P24-00087	105,080.00	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	41,280.00
P24-00240	20,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8,521.27
P24-00551	2,200,000.00	214-6205	BOND FUND MEASURE D 2016/PROGRAM MANAGEMENT	1,000,000.00
P24-00553	5,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P24-00561	161.31	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	72.86-
P24-00713	1,300.00	010-5632	GENERAL FUND/REPAIRS	1,000.00
P24-00778	2,512.40	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8.33-
P24-00813	671.77	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	107.47-
P24-00817	1,785.08	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	231.63-
P24-00883	15,471.50	130-5800	CAFETERIA FUND/PROFESSIONAL/CONSULTING SERV	1,280.50
P24-01148	200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.00
P24-01161	2,306.26	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	22.93-
P24-01181	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P24-01282	181.50	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	1,627.19-
P24-01284	1,844.98	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	132.88
P24-01341	3,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,500.00-
P24-01362	47.54	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	7.36
P24-01363	169.18	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	15.92
P24-01367	620.56	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	192.30
P24-01368	213.18	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	26.31
P24-01369	53.52	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	30.08
P24-01372	179.65	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	20.65
P24-01445	1,092.44	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	179.17
P24-01449	715.02	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	126.19-
P24-01536	13,575.00	010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	150.00
P24-01575	499.30	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	48.40
Total PO Changes				1,655,409.24

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ESCAPE ONLINE

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OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 18, 2023

Agenda Section: Section C: Consent Agenda

Approval of Out-of-State Conference Attendance (Mitchell/Miller)

The Board's approval is requested for Ben Tirado, Custodial Services Manager, to attend the International Sanitary Supply Association (ISSA) North America 2023 Trade Show in Las Vegas, Nevada, November 13-16, 2023. The trade show conference has educational sessions, workshops, and certification courses to gain knowledge on the latest products and innovations in cleaning. Additionally, Mr. Tirado will learn about the latest cleaning technology and gather information on improved products.

FISCAL IMPACT:

Not to exceed \$1,800.00 – out of Routine Restricted Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director, Facilities, that the Board of Trustees approve out-of-state conference attendance for Ben Tirado, Custodial Services Manager, to attend the International Sanitary Supply Association (ISSA) North America 2023 Trade Show as outlined above.

ADDITIONAL MATERIALS:

Attached: [ISSA North America 2023 Trade Show flyer \(3 pages\)](#)



November 13-16 | Las Vegas, NV
Mandalay Bay Convention Center (/en/home.html)
Changing the Way the World Views Cleaning

Education: November 13-16, 2023

Exhibits: November 14-16, 2023

(<https://www.issashow.com/content/dam/Informa/issa-show/en/issa-2023/ISSA-Show-North-America-2023.ics>)

Mandalay Bay Convention Center
(<https://goo.gl/maps/WxR77qozobgS>)

Overview

Education To Expect

Education that is Curated to Meet Your Needs

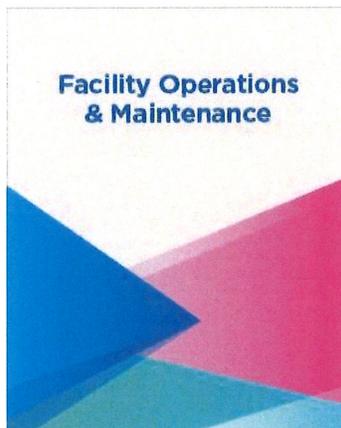
Let ISSA Show North America and our team of top-notch industry professionals enhance your commercial, institutional, and residential cleaning expertise with our curated roster of education sessions. Whether you are just starting your career or you're an experienced professional, we deliver the training you need to take your career to the next level. You'll gain hands-on experience and immediate feedback you can put to work—right away. Keep your skills cutting-edge and relevant when you choose one of our certification courses or workshops.

Education Topics

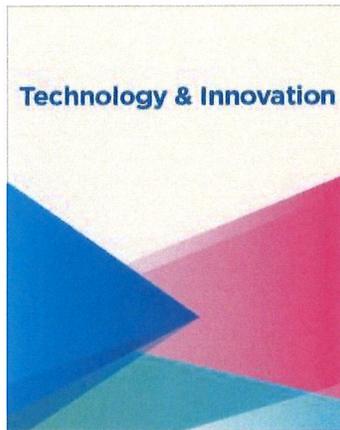
The 2023 ISSA Show NA education program has been skillfully curated, featuring seven important topics, and led by industry-experts – 70% new speakers for 2023!

Expect relevant content and expert delivery to provide real take-aways for day-to-day success.

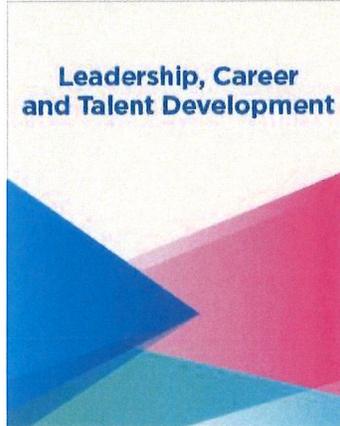
No matter what industry segment you represent – expect hard-hitting sessions, workshops, and certifications – ISSA Show NA has what you need to elevate your knowledge and business.



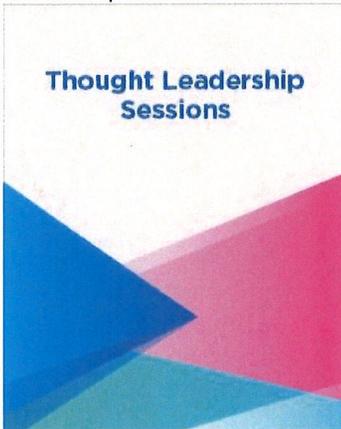
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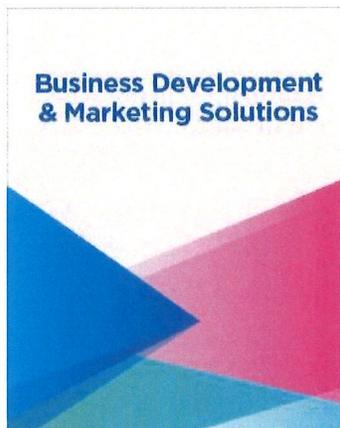
(https://issashowplanner.com/8_0/sessions/#/searchtype/sessiontrack/search/Technology%20%26%20Innovation%20Track/show/all)



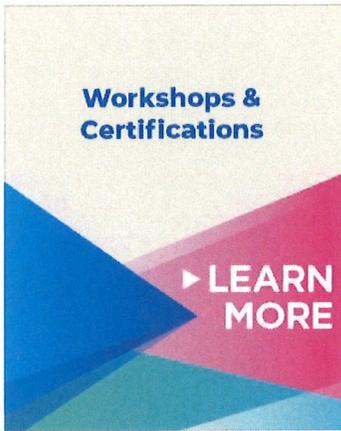
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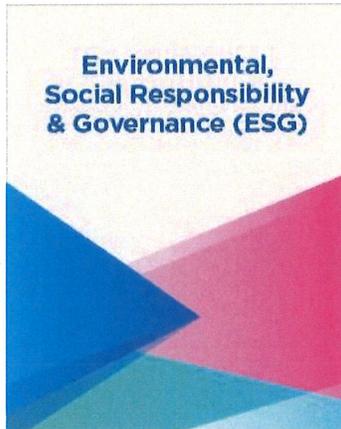
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(https://issashowplanner.com/8_0/sessions/#/searchtype/sessiontrack/search/Environmental%2C%20Social%20Responsibility%20%26%20Governance%20%28ESG%29)

+ New Spanish Language Sessions

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[in](https://www.linkedin.com/company/64279959) (<https://www.linkedin.com/company/64279959>) [@](https://www.instagram.com/issashownorthamerica/) (<https://www.instagram.com/issashownorthamerica/>)

[v](https://www.youtube.com/channel/Uck0Cg57Jnyr1OK8JDaGaiPA) (<https://www.youtube.com/channel/Uck0Cg57Jnyr1OK8JDaGaiPA>)

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The Mission of ISSA Show North America is to be the leading resource for information, education, innovation, networking, and commercial opportunities for firms within the worldwide cleaning industry. It's where leaders gather to transfer knowledge and create cutting-edge solutions to push the industry forward. In doing so, we leverage the strength of a global community to change the way the world views cleaning – increasing the appreciation for cleaning as an investment in human health, the environment, and an improved bottom line.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 18, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Deductive Change Order #001 to Agreement #22-230 with Enviroplex for the Drifill ECDC Project (Mitchell/Miller/CFW)

Following award of the modular contract in April of 2023 to Enviroplex, CFW engaged in negotiations with Enviroplex to refine the scope of work required for conformance to District standards and 21st century learning environment. The Deductive Change Order is a result of those negotiations and requirements to achieve DSA Approval.

FISCAL IMPACT:

(-\$802,780.00.) 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 Deductive Change Order #001 to Agreement #22-230 with Enviroplex.

ADDITIONAL MATERIALS:

Attached: [Deductive Change Order #001 \(2 Pages\)](#)
[Agreement #22-230, Enviroplex \(49 Pages\)](#)



CHANGE ORDER

Date: 10/18/2023

CHANGE ORDER NO. 001

PROJECT: Driffill ECDC Modular Project
O.S.D. BID No.
O.S.D. Agreement No. 20-230

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: Flewelling Moody
815 Colorado Blvd Suite 200
Los Angeles, CA 90041

CONTRACTOR: Enviroplex
4777 E. Carpenter Road
Stockton, CA 95215
Attn: Ms. Lisa Alvarado

Architects Proj. No.:3057.0000
D.S.A. File No.:56-22
D.S.A Application No.: 123351

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	\$5,000,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$0.00
ADJUSTED CONTRACT SUM.....	\$5,000,000.00
NET CHANGE	(\$802,780.00)
Total Change Orders to Date:	(\$802,780.00)
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO #001	\$ 4,197,220.00
Commencement Date:	
Original Completion Date:	
Original Contract Time:	
Time Extension for all Previous Change Orders:	

Time Extension for this Change Order:

Adjusted Completion Date:

Percentage

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Deductive Change Order for Design Clarifications			(\$802,780.00)	
2.					
3.					
4.					
5.					
6.					
	Totals			(\$802,780.00)	

Total Change Order No. \$ (\$802,780.00)

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT:  _____

DATE: 10/9/2023

CONTRACTOR:  _____

DATE: 10/6/2023

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

FACILITIES DIRECTOR: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSTRUCTION SERVICES
TO PROVIDE FULL MODULAR BUILDING DESIGN AND CONSTRUCTION SERVICES FOR 10
MODULAR CLASSROOMS TO BE CONSTRUCTED AT
DRIFFILL ELEMENTARY SCHOOL
FACILITIES CONSTRUCTION PROJECT**

This Agreement for Construction Services (“Agreement”) is entered into as of this **20th** day of **April, 2023**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Enviroplex, Inc** (“Consultant”), a California corporation with a business address located at 4777 E. Carpenter Road, Stockton, CA 95215. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

RECITALS

A. District is authorized by California Government Code section 53060 and District’s 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 Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

B. Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

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

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:

OPERATIVE PROVISIONS

- 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. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from April 20, 2023 through December 31, 2023 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Driffill School New Modular Kindergarten Construction Project, 910 S E St., Oxnard, CA 93033** (“Project”), as described in **RFQ/P #22-02 Proposal**.

4. **Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, 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. For this Agreement, the completion date for Services is December 31, 2023. 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.
5. **Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested 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.
6. **Compensation and Method of Payment.** In exchange for Consultant’s services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit “A” – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. 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. If any expenses stated within Consultant’s invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. 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.
7. **Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit “D”**, attached to this Agreement.

- c) Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit "D,"** having the skill, legal and professional ability, and 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 from all Authorities Having Jurisdiction ("AHJ") including, but not limited to, the Division of the 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 Substance 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) it will assume all responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule and/or Term set forth in this Agreement; and (f) 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 any applicable 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.

8. 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. 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 District's Program Manager, Caldwell Flores Winters, Inc. ("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 requested by Consultant, District shall provide information as to the requirements and educational program for each project assigned by Agreement, 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, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

9. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, 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.
10. **Termination.** This Agreement and/or all or part of the Services contained herein 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, 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, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
 - c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.
11. **Similar or Identical Services.** In the event this Agreement, 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, and upon such terms and in such manner as District may determine appropriate.
12. **Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.
13. **Default.**
- a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold 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 rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
 - b) 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 Agreement.

- 14. 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 Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 15. Use of Documents by District.** If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant’s guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 16. 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 four (4) years after termination or expiration of this Agreement, 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 for a minimum of four (4) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.
 - b) Any and all such records or documents shall be made available for inspection, audit, and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit, and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant’s address indicated for receipt of notices in this Agreement.
 - c) District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
- 17. 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 that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement 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.

- 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 officers, agents, and 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.

18. 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 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. 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, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").

19. 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 ("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 Services 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.

20. Conflict 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. 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 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.

- a) 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 (i) 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”; 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)

21. 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 Board members, officers, officials, employees, agents, or volunteers 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 “C,”** 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.

22. 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.

23. Non-Discrimination. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e 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.

24. 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

25. 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, Services or obligations under this Agreement without the prior written consent of

District and approval by District's Board of Trustees. 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.

26. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.
27. **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.
28. **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.
- 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.
29. **Indemnification.**
- a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in Exhibit "D," Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.
- b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
- c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. 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.

 (Initials)

- 30. 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 "B"** 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. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit "B."**
- 31. Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Karling Aguilera-Fort, Superintendent
Re: Driffill School New Modular Kindergarten Construction Project

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Sr. Program Manager
521 N 1st Avenue
Arcadia, CA 91006
Attention: Rick Ostrander
Telephone: (626) 829-8300
Email: rostrander@cfwinc.com

To Consultant: Enviroplex, Inc
Attention: David Duggins, Director
4777 #. Carpenter Road
Stockton, CA 95215
Telephone: (209) 992-7204
Email: David.Duggins@enviroplex.com

All notices, demands, or requests to be given under this Agreement 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.

- 32. Disputes.** Except in the event of the District's failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the AAA

Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, *et seq.*

33. **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 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.
34. **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. 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.
35. **Amendment.** No changes, amendments, alterations, or modifications of this Agreement 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.
36. **Waiver.** Waiver by any Party 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. None of the provisions of this Agreement 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 shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement 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.
37. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
38. **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).
39. **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:

ENVIROPLEX, INC.

Lisa A. Franz
Signature

[Signature]
Signature

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

DAVID DUBBINS Director
Typed Name/Title

5-3-23
Date

4/27/23
Date

Tax Identification Number: 68-0258325

EXHIBIT "A"

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement:

Total Not to Exceed Fee = \$5,000,000.00

II. Consultant may utilize subcontractors as permitted in the Agreement. 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, 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. 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 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 Agreement.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.

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.

A. 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.

Exhibit "A"

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. 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.

The total compensation for the Services shall be provided for in this Agreement.

V. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein 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 suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services 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.

Exhibit "A"

EXHIBIT "B"

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent and/or District's 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, 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) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

A. **All Policies.** Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (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 Board members, officers, officials, employees, agents, 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.

Exhibit "B"

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

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

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

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

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance 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 Board members, officers, officials, employees, agents, 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.

Exhibit "B"

EXHIBIT "C"

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The Consultant 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 Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant'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 Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant's 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 ("District") Purchasing Office prior to the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the District as follows:

That I am a representative of the Consultant currently under contract ("Agreement") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken the following actions with respect to the construction Project that is the subject of the Agreement:

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant'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 DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant'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 section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name: Adolfo Gamino

Title: Field Service Manager

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 Consultant shall come in contact with District pupils.

Consultant'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 Consultant.

Date: 04/27/2023

Proper Name of Consultant: Enviroplex

Signature:  _____

By: David Duggins

Its: Director

EXHIBIT "D"

SCOPE OF SERVICES

Outlined Attached Proposal from Enviroplex, Inc., dated March 17, 2023

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #22-02

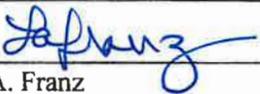
CONFLICT OF INTEREST CHECK

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: 5-3-23

By: 

Lisa A. Franz
Director of Purchasing



REQUEST FOR QUALIFICATIONS AND PROPOSAL
MODULAR CONSTRUCTION SERVICES FOR THE
NEW KINDERGARTEN CLASSROOMS
CONSTRUCTION PROJECT



ENVIROPLEX, INC.
RESPONSE TO RFQ/P
MARCH 17, 2023

March 17, 2023

Mr. Rick Ostrander
CFW
Oxnard School District

Dear Mr. Ostrander:

Thank you for giving Enviroplex, Inc., the opportunity to submit its Response to the Oxnard School District's RFQ/P for Pre-Fabricated Building Manufacturers for the new Kindergarten Classrooms Construction Project.

Enviroplex, Inc., is a wholly owned subsidiary of McGrath, a publicly traded Corporation. We have been in business for over thirty consecutive years with never a stop notice or lien issued. We've supplied California school districts with every building type from stand-alone 24x40 classrooms to customized science labs to administration buildings to twenty-thousand square foot two-story multi-functional learning centers.

Pursuant to the RFQ/P's criteria, Enviroplex, Inc., hereby attests:

Enviroplex received a copy of the District's form of Agreement for Modular Services ("Agreement") attached as Attachment A to the RFQ/P. Enviroplex has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, Enviroplex has objections to the use of the Agreement, listed as follows or as contained in the appendix to this Submittal.

Enviroplex certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

Enviroplex certifies no firm official or employee has ever been convicted of an ethics violation.

Enviroplex acknowledges receipt of Addendum 1 dated February 23, 2023.

By virtue of this submission, Enviroplex, Inc., declares that all information provided is true and correct.

Sincerely,



David Duggins
Director
209-992-7204 Direct
David.Duggins@enviroplex.com

BUSINESS INFORMATION

Enviroplex, Inc., is a wholly owned subsidiary of McGrath, a publicly traded corporation. Located in Stockton, California, Enviroplex was incorporated in 1991 under the laws of the State of California, and has had no change of ownership since that incorporation. Enviroplex has been in business 31 years as a Contractor under our current license.



License: 640557
Class: B
Expires/Renews: March 31, 2024
Federal Tax ID: 68-0258325

DIR#: 100005676
County: San Joaquin
Expires/Renews: June 30, 2025

LITIGATION HISTORY:
None

Main Contact: Gaylene Givens
Gaylene.givens@Enviroplex.com
916-254-9446

Hollister USD – Rancho San Justo MS (admin)



RELEVANT QUALIFICATIONS

As a Modular Building Manufacturer, Enviroplex builds its business and reputation not just on our quality buildings, our personnel and the subcontractors we work with, but also on our scheduling commitments. Our primary work is with California schools whose construction schedules typically take place over the summer months when students are away from campus. It is crucial that, as a team (District + Enviroplex + Architect + site contractor), we “plan the work and work the plan.”

Enviroplex specializes in modular buildings for California schools, the primary reviewing agency being the Division of the State Architect. Over 90% of our projects have been designed and delivered under DSA Field Act standards.

When agency approvals are delayed, so too is the project’s overall schedule. To mitigate delays, we work with the Architect before DSA submittal to ensure the drawings are accepted at in-take.

If delays are anticipated due to site issues, or [code cycle changes](#) such as we find ourselves in now (2019 vs. 2022) that affect design, Enviroplex would propose that it obtains DSA “Stockpile” approval of the buildings’ floor plan/elevations ahead of the Architect’s site-adapt approval package. Approved “Stockpile” plans allow Enviroplex to begin manufacturing while the Architect is working on the site package approval. Code follows the approved plans. Only the site scope would be designed to new code. If Enviroplex is the successful Respondent, the Stockpile approach to DSA can be further investigated with the Team.



San Luis Coastal SD – Bellevue Santa Fe Charter School



Salinas UHSD – Mission Trials ROP



Hayward USD – Cherryland Elementary School

CONTRACTING METHODS

Enviroplex typically sells its buildings to California School Districts via a Cooperative Purchasing Agreement (Piggyback Contract). Our current Piggyback Contract is with the Merced River School District, Winton, California.

Enviroplex is also a great teaming partner to General Contractors when Districts prefer a Lease Lease-back delivery method. Enviroplex is a sub-contractor to the LLB GC. Enviroplex complies with the Skilled/Trained Workforce, and prevailing wage requirements. Enviroplex is not signatory to any Unions.

Recent LLB Projects where ENV was a sub-Contractor - GC References:

Allison Otto
Otto Construction
916-441-6870
San Juan Unified School District
Cottage Elementary School
120x32 Classroom Building



Brian Wagner
Clark Sullivan Construction
916-918-9222
Robla Unified School District
Robal Elementary School
168x40 Classroom Building; 96x40 Kinder



Robla Elementary School (Kinder)

James Moore
Robert A. Bothman Construction
408-690-1625
Stockton Unified School District
Franklin High School
(2) 24x40 Concession / Restroom Buildings



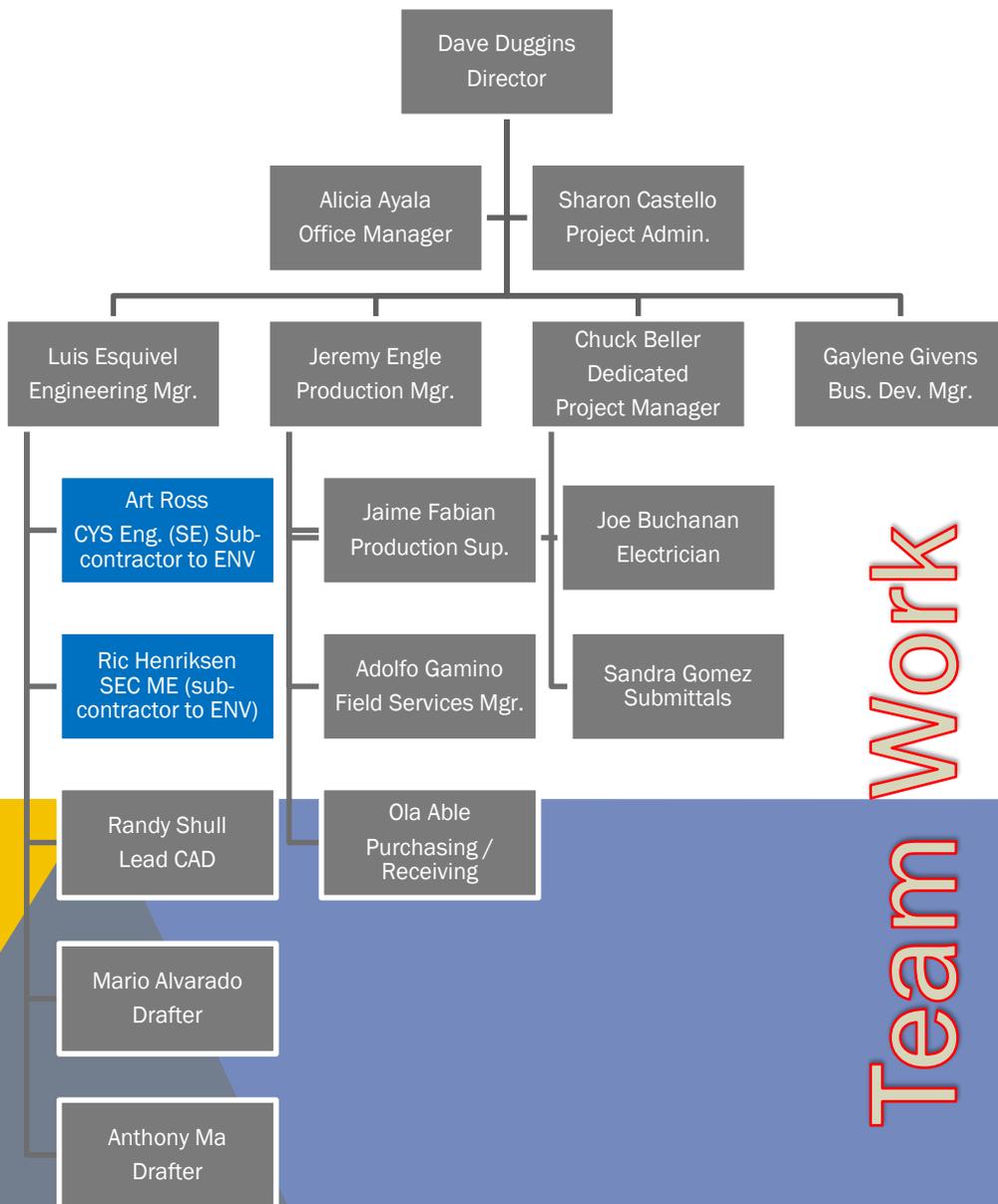
Franklin High School

PROJECT TEAM SUMMARY

As with everything we do, our staffing approach starts with a plan; a staffing plan ensures that the organization has the right number of people with the right skills to complete projects on schedule and on budget.

This approach, combined with our commitment to outstanding customer service, means that our customers can count on us to make staffing decisions that have a positive contribution to the success of every project. With Enviroplex, you can expect to receive our commitment to superior responsiveness from kick-off to close-out.

The Oxnard School District will have the full support of our organization, and an ENV dedicated Project Manager in Chuck Beller.



Team Work

COMPLETED K-12 PROJECTS



Project Name: Koramatsu Children's Center

Location: 3100 Layola Drive, Davis, CA

Owner: Davis Jt. Unified School District

Owner Contact: David Burke 530-759-2182

Architect or Engineering firm: Rainforth Grau Architects

Architect or Engineer Contact: Jeff Grau 916-368-7990

Description of Project, Scope of Work Performed: (3) 48x40, 60x40, and 24x40 classroom buildings

Total Value of Construction: \$2,600,000.00

Date Construction Commenced: 9/20/2020

Original Contractual Completion Deadline: 9/1/2021

Adjusted Completion Deadline Based on Time Extensions

Granted by Owner: n/a

Actual Date of Completion: 8/15/2021

ENV Project Manager: Lisa Alavarado



COMPLETED K-12 PROJECTS



Project Name: Capay Elementary School
Location: 7504 Cutting Avenue, Orland, CA
Owner: Capay Jt. Union Elementary School District
Owner Contact: Superintendent Jim Scribner 530-865-1222
Architect or Engineering firm: Rainforth Grau Architects
Architect or Engineer Contact: Jennifer Huang 916-368-7990
Description of Project, Scope of Work Performed: 48x40 and 84x40 classroom buildings w/multi-fixture restrooms. VAULTED ceiling shed roofs, interior peak at 11'2".
Total Value of Construction: \$1,340,803.16
Date Construction Commenced: 5/3/2021
Original Contractual Completion Deadline: 9/9/2021
Adjusted Completion Deadline Based on Time Extensions Granted by Owner: n/a
Actual Date of Completion: 9/9/2021
ENV Project Manager: Lisa Alvarado



COMPLETED K-12 PROJECTS



Project Name: DeLaveaga Elementary School

Location: 1145 Morrissey Avenue , Santa Cruz, CA

Owner: Santa Cruz City Schools

Owner Contact: Trevor Miller 831-429-3904

Architect or Engineering firm: MADI Group

Architect or Engineer Contact (name and current phone number): Ralph LaRoux-831-419-0791

Description of Project, Scope of Work Performed:

(2) 72x40 classroom buildings

Total Value of Construction (including change orders): \$2,176,000.00

Date of Completion: August 2019

ENV Project Manager: Hap Singh



COMPLETED K12 PROJECT



Project Name: Bay View Elementary School

Location: 1231 Bay Street, Santa Cruz, CA

Owner: Santa Cruz City Schools

Owner Contact: Trevor Miller 831-429-3904

Architect or Engineering firm: MADI Group

Architect or Engineer Contact (name and current phone number): Ralph LaRoux-831-419-0791

Description of Project, Scope of Work Performed:

(1) 120x32 and (1) 60x32 classroom building

Total Value of Construction (including change orders): \$2,253,000.00

Date of Completion: August 2019

ENV Project Manager: Hap Singh



COMPLETED K12 PROJECT



Project Name: Peninsula High School

Location: 860 Hinckley Road, Burlingame, CA

Owner: San Mateo High School District

Owner Contact: Brad Barncord 650-558-2499

Architect or Engineering firm: QKA

Architect or Engineer Contact :Kevin Chapin; 707.576.0829

Construction Manager: Greystone West; Todd Lee; 707-933-0624

Description of Project, Scope of Work Performed: 3 two-story buildings totaling 20,000 square feet

Total Value of Construction: \$9,452,000.00

Date Construction Commenced: February 2020

Original Contractual Completion Deadline: January 2021

Adjusted Completion Deadline Based on Time Extensions

Granted by Owner: n/a

Actual Date of Completion: January 25, 2021

ENV Project Manager: Chuck Beller



COMPLETED K12 PROJECT



Project Name: Theodore Judah Elementary School

Location: 101 Dean Way, Folsom, CA 95630
Owner: Folsom Cordova Unified School District
Owner Contact (name and current phone number): Mike Hammond; (916) 294-9010 ext. 103312
Architect or Engineering firm: HED Design Group
Architect or Engineer Contact (name and current phone number): Chris Rahm; 916.287.2126
Description of Project, Scope of Work Performed: 120x32 classroom building; 72x40 media center
Total Value of Construction (including change orders): \$1,635,000.00
Date Construction Commenced: February 2019
Original Contractual Completion Deadline: July 31, 2019
Adjusted Completion Deadline Based on Time Extensions Granted by Owner: 30 days
Actual Date of Completion: August 30, 2019
Piggyback Contract procurement of buildings



COMPLETED K12 PROJECT



Project Name: Vacaville High School

Location: 100 W. Monte Vista Avenue, Vacaville, CA

Owner: Vacaville Unified School District

Architect or Engineering firm: Rainforth Grau

Architect or Engineer Contact (name and current phone number): Jeff Grau – 916-368-7990

Description of Project, Scope of Work Performed: (2) two story buildings totaling 30,700 square feet of classroom space, boys and girls multi-fixture restrooms, staff workroom, janitor room, and fire alarm control room; concrete infill balconies, concrete stairs

Total Value of Construction (including change orders):
\$8,056,000.00

Date of Completion: May 2018

Public Bid award



KEY BUILDING FEATURES:

Interior Quiet Closet HVAC units

Concrete filled cantilevered balconies

Concrete floors up / down

Pre-engineered fire sprinkler system

Modular elevator with matching exterior finish

5' front overhangs and powder-coated hand rails

3-Coat stucco exterior

Custom Series 5000 windows

Custom fabricated window shade trellis from tube steel

Shed roof with over-sized metal plant on fascia

ENV TYPICAL SCOPE OF WORK

Scope / Responsibility	Env	Owner	Scope / Responsibility	Env	Owner
Site Engineering (soils, flatwork etc)		x	J-boxes, wall mounted (conduit stubs to attic)	x	
Structural Engineering of buildings and foundations (DSA 1MR fees/scope of work included w/ENV's Proposal)	x		Backboards (fire rated or other) for mounting of low voltage panels or other devices		x
Permits, Local Permits, Use Fees (any encroachment permits or local law enforcement requirements)		x	Attic (above ceiling) mounted equipment (including conduit, raceways, boxes and devices)		x
Inspection Services		x	Terminal cabinets for any low voltage systems		x
Complete SE/ME/EE assemblies for modular building	x		Water chlorination testing		x
Adapters to adapt downspouts to site rainwater system		x	Plumbing waste and service tie-in from site to buildings		x
Fire Rated Construction as required	x		Any type of plumbing beyond 6" of building footprint		x
Site work (anything outside of building footprint)		x	Utility tie in of any kind (including downspouts, landing of electrical power in the panels, plumbing, low voltage and any other site connections to the building)		x
Certified building pad		x	Formal commissioning programs or checklists		x
Under building drainage, or restoration of under building drainage after foundation work		x	Re-keying		x
Backfill around foundation (rough and finish)		x	Fire extinguisher	x	
Utility location		x	Signage (ENV provides restroom signage only)		x
Compaction of earth (anywhere on site at any time) and testing of same		x	Clock / speaker system (Other than electric rough-in by ENV)		x
Spoils removal from site (including from foundation trenching)		x	Cleaning (final cleaning including vacuuming and/or waxing of floors)		x
Surveying of building corners or any other surveying including FF elevations etc		x	Site access & Staging area		x
Foundation design by SE of ENV building	x		Walkways and pathways		x
Foundation can be by Owner; includes poly vents, access grate well, embed weld plates, all	x	x			
ENV excludes any and all items that the AOR has included in the draft building plans that would deviate from ENV's PC.	x				



SCOPE OF WORK

Scope / Responsibility	Env	Owner	Scope / Responsibility	Env	Owner
HVAC System	x		Low voltage systems (FA, Data, Phone, Security etc)		x
Control systems of any type (electrical, lighting or HVAC)		x	Open J-box cover plates		x
HVAC condensate drains	x		Portable toilets		x
Site gear (anything not contained within the building footprint) including main switchboards, substations etc.		x	Site power		x
Ground rods or UFERS		x	Fresh water		x
Electrical tie-in from site to buildings panels		x	Construction fencing / or other security		x
Vandalism repair (including graffiti)		x	Termite treatment		x
Trench plates		x	Overhead clearance (crane)		x
Unobstructed site access		x	SWPPP		x
Punch list duration		x	Dust control		x
Certified payroll and payment of prevailing wage for specified work performed at the site (if required by law)	x		Labor Union requirements or PLA = all work completed at the Factory is excluded. No exceptions.	x	x
Enviroplex excludes all hard lid ceilings; hard lid deviates from PC.	x				
Ceiling mount projector by Owner		x			

LITIGATION

In September 2018 a Plaintiff sued multiple defendants, which ultimately included Enviroplex and the Folsom Cordova Unified School District in a personal injury lawsuit. The litigation was settled. The school district was not responsible for paying any sums to the plaintiff as part of the settlement.



ENV TYPICAL GENERAL CONDITIONS

Staging: Owner to provide adequate staging area for the modules within the boundaries of the project site or Owner coordinated area within a quarter mile of the project site.

Site & Staging access: Owner to provide the proper site access to Enviroplex for installation of the modular building. Owner will provide a clear or protected pathway from the project entrance to the modular building during the entire project duration. Exceptions to this must be coordinated with Enviroplex and the Owner. The Owner must provide at least a 50 foot buffer from one side and one end of the building with a surface suitable for trucking and crane use during the approved installation dates. These dates will be approved and coordinated with Enviroplex. Enviroplex is not responsible for protection of utilities or equipment, trench plates, encroachment permits, tree or limb removal, fence removal, grading or soil compaction etc. in the pathway or the buffer zone. Enviroplex not liable for damage to grass, sprinkler systems, asphalt, concrete or any Owner surface if access requires traversing these surfaces.

Concrete: Enviroplex will make a good faith effort to utilize any concrete protection the Owner provides, but concrete is prone to breakage under heavy truck traffic regardless of protection. Owner will be responsible and repair any damage to concrete incurred during building construction due to inadequate protection that is within the approved building access pathway or buffer zone. This includes sidewalks, curbs, driveways etc.

Overhead safety/Clearance at Project Site: Owner to ensure no overhead obstructions, notably live power wires, inhibit safe operation of a crane during installation. Any power wires closer than 10' (typically) to the crane boom during any portion of crane operation must be de-energized by the Owner. Any wires of any type that hang lower than 17'6" are at risk and are the responsibility of the Owner to make the area accessible. Enviroplex is not liable for damage to same.

Hygiene: Owner to provide adequate portable toilets & hand washing stations for Enviroplex workers on site.

Overhead Clearance to Project Site: Enviroplex will make every attempt to determine adequate height routes to the project site, but overhead clearances on the construction site or entrance to the site must be at least 17' from top of grade or coordinated with Enviroplex before shipment. It is the responsibility of Owner to make sure the buildings have proper height clearances or will make appropriate adjustments at their own expense

Flooring: Finish flooring must be installed last during the building site work phase. Any damage occurring to finish flooring caused by work of the Owner continuing after flooring install will be the responsibility of the Owner. Additionally, buildings must have the electrical service operational prior to finish flooring installation. If early installation of flooring is requested by Owner, this is at Owner's risk.

GENERAL CONDITIONS CONTINUED

Blocking & backer boards: Only devices or objects specifically indicated on the Enviroplex plans will have mounting blocking installed in the walls. Coordination of additional blocking must be made prior to commencement of production of the units. This includes projectors, projection screens, paper dispensers, future items etc. Any Owner blocking must be coordinated with Enviroplex Inc. and will be paid through a change order.

Cleaning: Enviroplex will perform scrap out and light sweep of building. Cleaning, dusting, floor prep, floor wax, wiping windows, vacuuming and any Owner tasks related to preparation for occupancy is by Owner.

Punch list: Enviroplex requires at least two calendar weeks of normal workday access between Owner or representative list generation and building occupancy.

Drainage: Gutters and downspouts are by Enviroplex. Downspout transitions and tie-ins are by Owner. Owner is responsible for installing storm drain tie-ins or point of connection (P.O.C.) for downspouts. Owner to coordinate locations of P.O.C. with Enviroplex for proper alignment and finish height of P.O.C. installed by Owner. Crawl-space drains (if desired) are excluded by Enviroplex and are by Owner.

Storm Water Pollution Prevention Plan (SWPPP): Maintaining and administering a SWPPP program is by Owner. If conditions on site are muddy or questionable, site work and access will be coordinated with the Owner.

Dust Control: Dust control measures and documentation are by Owner.

Utility tie in: All wet utility tie in is by Owner. Enviroplex utility piping will terminate 6" from the foundation face and will exclude any metering, backflow devices and/or Owner regulating devices, equipment or improvements.

Electrical Panels: Building main panel electrical systems/conduit provided by Enviroplex Inc. will include only the main panel and a conduit stubbed out with an exterior threaded connection. The electrical service within the building is by Enviroplex. Main panel service side underground conduit and connection, site electrical equipment, cable, hookup, grounding and testing are by the Owner. Building main electrical panel grounding is to be provided by the Owner. If routing of electrical conduits under the foundation is required, the Owner must provide appropriate penetrations through the foundation as provided by the Enviroplex plans.

All interior and exterior building signage is provided and installed by the Owner.

Surveying of building foundation corners and finish floor elevations will be by the Owner.

Fencing is by the Owner.

All keyed cylinders and keying is by Owner



Oxnard School District -- Drifill Elementary School

Figure 1 -- Sample Kindergarten Classroom -- 72x40 Building

BUDGETARY PRICING ONLY -- Pricing subject to final design and finishes

2019 CBC

P-back Item #	Description	Unit	Qty	Piggyback Price	Total
1-STORY RIGID STEEL MOMENT FRAME BUILDINGS					
1000	24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware (2) 8040 windows, (2) porcelain/steel marker boards, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design w/ galvanized standing seam panels, approximately .25:12 dual slope, 5' overhang in front 2'6"rear overhang.	EA	1	\$ 74,457.97	\$ 74,457.97
1006	add 12x40 center module	EA	4	\$ 31,008.38	\$ 124,033.54
1025	Engineering and/or Design Expense (PC reuse; SE foundation design on 2022 code, review, stamp, signature of ENV produced drawings; drafting site-specific plans); Mechanical engineering for energy calcs; DSA 1MR processing, SE signature for Architect's DSA package	Per hr	60	\$ 339.79	\$ 20,387.40
Sub-floor options					
Wood Foundation Options (DSA allows up to 2000 sf)					
ADA Access Ramps					
Concrete Foundations					
Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
2250	12x40 at grade foundation w/ 18" crawl space and 12" footing embedment (initial foundation segment) - High Seismic Zone	EA	1	\$ 24,600.62	\$ 24,600.62
2251	12x40 at grade foundation (additional foundations segments) - High Seismic Zone	EA	5	\$ 17,901.05	\$ 89,505.25
2263	Weld Plates (High Seismic)	EA	10	\$ 476.85	\$ 4,768.50
Foundation Vents & Flashing					
2301	2x4 access vent well with retained metal grate (ADA)	EA	1	\$ 5,926.11	\$ 5,926.11
2303	6' polyvent	EA	6	\$ 2,495.77	\$ 14,974.62
2304	12" high, 24 ga metal flashing	Per lf	224	\$ 22.00	\$ 4,928.00
Exterior Finish Options					
Wood or engineered wood products					
2402	2x6 exterior wall studs in lieu of 2x4 adder	Per lf	224	\$ 7.66	\$ 1,715.84
Cement based or stucco					
2502	Cement backer, exterior (for use under exterior finish products) adder	Per sf	2,688	\$ 2.54	\$ 6,827.52
2503	3-coat stucco (performed in field at prevailing wage) adder	Per sf	2,688	\$ 24.52	\$ 65,909.76
2505	3-coat stucco control joint	Per lf	1,344	\$ 7.11	\$ 9,555.84
2508	Eisenwall 2-coat stucco system (or equal)	Per sf	2,688	\$ 2.19	\$ 5,886.72
2509	Acrylic Color - Standard Color Selections	Per sf	2,688	\$ 2.19	\$ 5,886.72
Misc exterior finish					
Upgraded Framing construction					
Roofing Options					
Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2703	Gable end overhang, up to 18"	EA	1	\$ 8,422.55	\$ 8,422.55
2708	Extend front overhang from 5' to 8'	Per module	6	\$ 1,021.45	\$ 6,128.70
Thermal protection					
Enhanced pitch roof (>1/4:12), finish material must be selected below					
Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
GENERAL					
3000	Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	182	\$ 56.61	\$ 10,303.02
3003	Interior wall extension from ceiling level to bottom of purlins	Per lf	182	\$ 38.04	\$ 6,923.28
3006	Toilet room, single, cold only (ADA compliant)	EA	2	\$ 11,004.90	\$ 22,009.80
3011	Blocking only, wall mounted accessories, 4x4	Per lf	80	\$ 14.45	\$ 1,156.00
3016	Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	1	\$ 134.91	\$ 134.91
3018	FRP wall panels	EA	440	\$ 3.60	\$ 1,584.00
3020	Ceramic tile on walls with thin set over 1/2" backing (Daltile Groups 1 & 2 or equal)	EA	352	\$ 43.00	\$ 15,136.00
3036	Koroseal - Spellbound or Equal - adder	Per sf	2,736	\$ 4.40	\$ 12,038.40
Doors (KD Frames standard)					
3104	Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	3	\$ 636.43	\$ 1,909.29
3105	3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	2	\$ 2,016.66	\$ 4,033.32
3110	3070 interior wood door in steel frame, solid core, paint finished	EA	2	\$ 1,356.66	\$ 2,713.32
3115	Panic hardware, Von Duprin or equal	EA	3	\$ 2,602.11	\$ 7,806.33

3124		View light, 8x30 (adder)	EA	2	\$ 212.78	\$ 425.56
3231		Side light, 16"x84"	EA	2	\$ 735.10	\$ 1,470.20
		Electrical Options				
3300		125 amp 1-phase panel	EA	3	\$ 813.38	\$ 2,440.14
		Lights				
3408		Lighted "Exit" sign (battery back-up)	EA	3	\$ 228.55	\$ 685.65
3414		Exterior Door Light - LED w/ Photocell - TWS LED	EA	3	\$ 318.88	\$ 956.64
		Electrical infrastructure				
3502		Duplex receptacle	EA	16	\$ 130.66	\$ 2,090.56
3504		GFI receptacle	EA	5	\$ 159.65	\$ 798.25
3506		Dedicated Circuit	EA	3	\$ 464.19	\$ 1,392.57
3508		4 square box with switch ring and 3/4" conduit stub to attic	EA	12	\$ 99.67	\$ 1,196.04
3509		Conduit 3/4"	Per lf	100	\$ 3.35	\$ 335.00
3514		N-light switching w on/off & dim	EA	2	\$ 148.12	\$ 296.24
3516		N-light three way switching	EA	7	\$ 273.19	\$ 1,912.33
3522		conduit 1 1/2" conduit	LF	100	\$ 5.36	\$ 536.00
		Electrical Specialty				
3605		Exhaust Fan - Orbit 150CFM (or equal)	EA	2	\$ 341.37	\$ 682.74
		Low voltage items				
3703		Rough-in only for FA pull station	EA	1	\$ 115.01	\$ 115.01
3704		Rough-in only for FA interior horn/strobe	EA	1	\$ 118.14	\$ 118.14
		Misc HVAC				
		PLUMBING				
5000		Lavatory, wall hung, ADA or specified height, cold only	EA	2	\$ 1,974.98	\$ 3,949.96
5001		Sink, classroom, SS, w/ bubbler, cold only	EA	2	\$ 2,891.41	\$ 5,782.82
5010		Drinking fountain, hi-low, SS, wall hung, ADA with Bottle Filler	EA	1	\$ 6,262.16	\$ 6,262.16
5020		goose neck faucet	EA	2	\$ 434.72	\$ 869.44
5203		Hose bib, recessed (wall hydrant)	EA	1	\$ 1,316.50	\$ 1,316.50
5210		Floor Drain	EA	2	\$ 1,330.47	\$ 2,660.94
		Toilet partitions				
		Toilet accessories				
5405		Toilet paper dispenser, surface mount, multi-roll, Bobrick B-2888	EA	2	\$ 154.12	\$ 308.24
		Flooring (all prices per sf unless otherwise noted)				
		Carpet				
5612		Tandus - Broadloom -- Applause III Powerbond	Per sf	2,640	\$ 9.53	\$ 25,159.20
		Top set base				
5702		Burke 4" Vinyl - Roll @ 100' lengths	EA	250	\$ 5.01	\$ 1,252.50
		Tile				
5800		Daltile 1x1 or 2x2 squares (or equal) Group 1 & 2 Colorbody Porcelain Mosaics (or equal)	Per sf	240	\$ 34.05	\$ 8,172.00
		Walk off mats				
5900		Mannington, Recourse II	Per sf	70	\$ 19.23	\$ 1,346.10
		VCT (Vinyl Composition Tile)				
		Sheet Goods				
		Epoxy flooring				
		Flooring transition				
		CASEWORK				
6521		153 36x34x24 ADA sink base	EA	2	\$ 1,232.16	\$ 2,464.32
6544		212 36x34x24 1 drawer/2 doors	EA	2	\$ 1,237.04	\$ 2,474.08
6546		212 48x34x24 1 drawer/2 doors	EA	6	\$ 1,276.05	\$ 7,656.30
6597		530 36x84x24 teacher's lock	EA	2	\$ 1,910.02	\$ 3,820.04
6622		Laminate top / 4" backsplash (Wilsonart or equal)	Per lf	36	\$ 109.14	\$ 3,929.04
6625		Finished end panels	EA	6	\$ 174.60	\$ 1,047.60

Sub-Total	\$ 653,588.64
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		DISTRICT SPECIFIED ITEMS				
1025		Custom 6 panel windows (final design TBD)	EA	4	\$ 2,875.00	\$ 11,500.00
1025		3-track upper/lower full height sliding marker boards, field installed at prevailing wages	EA	4	\$ 16,972.00	\$ 67,888.00
1025		Pad mounted HVAC system, fully ducted interior; complete ME design/engineering, includes 2019 code Title 24 energy calcs. Final design TBD; Estimate only at this time.	EA	1	\$ 96,750.00	\$ 96,750.00
1025		Custom condenser security cages w/hinge, hasp, and padlock		3	\$ 2,643.00	\$ 7,929.00
		Sub-Total			\$ 184,067.00	

		PROJECT CLOSE OUT ITEMS				
1		Labor to close out site	hour	180	\$ 110.00	\$ 19,800.00
2		On-Site Labor (plumbing close-out)	hour	40	\$ 268.00	\$ 10,720.00
3		Crane	hour	16	\$ 1,500.00	\$ 24,000.00
4		Delivery	floor	6	\$ 6,775.00	\$ 40,650.00

5	Installation	floor	6	\$ 4,550.00	\$ 27,300.00
6	Bond		1		\$ 6,862.68
7	Estimated Tax		1		\$ 20,914.84
				Grand Total	\$ 987,903.16

Notes:

- 1 Foundation design charges include Structural engineering, review and stamp for DSA approval.
- 2 Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design
- 3 Pursuant to DSA guidelines as described on the 1-MR form regarding the "Delegation of Authority for Modular & Relocatable Buildings," site specific inspection fees will be necessary for the concrete foundation. A SE is required to personally inspect and observe construction site conditions and foundation progress. The scope and scale of this requirement will generally relate to a number of factors including, but not limited to, the experience of the foundation contractor, foundation design complexity, building square footage, geographic location and site & soils condition. **The SE's charges are included with this Proposal.**



Oxnard School District -- Drifill Elementary School

Figure 2 -- Sample Kindergarten 3 Classroom -- 120x40 Building

BUDGETARY PRICING ONLY -- Pricing subject to final design and finishes

2019 CBC

P-back Item #	Description	Unit	Qty	Piggyback Price	Total
1-STORY RIGID STEEL MOMENT FRAME BUILDINGS					
1000	24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware (2) 8040 windows, (2) porcelain/steel marker boards, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design w/ galvanized standing seam panels, approximately .25:12 dual slope, 5' overhang in front 2'6"rear overhang.	EA	1	\$ 74,457.97	\$ 74,457.97
1006	add 12x40 center module	EA	8	\$ 31,008.38	\$ 248,067.07
1025	Engineering and/or Design Expense (PC reuse; SE foundation design on 2022 code, review, stamp, signature of ENV produced drawings; drafting site-specific plans); Mechanical engineering for energy calcs; DSA 1MR processing, SE signature for Architect's DSA package	Per hr	60	\$ 339.79	\$ 20,387.40
Sub-floor options					
Wood Foundation Options (DSA allows up to 2000 sf)					
ADA Access Ramps					
Concrete Foundations					
Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
2250	12x40 at grade foundation w/ 18" crawl space and 12" footing embedment (initial foundation segment) - High Seismic Zone	EA	1	\$ 24,600.62	\$ 24,600.62
2251	12x40 at grade foundation (additional foundations segments) - High Seismic Zone	EA	9	\$ 17,901.05	\$ 161,109.45
2263	Weld Plates (High Seismic)	EA	22	\$ 476.85	\$ 10,490.70
Foundation Vents & Flashing					
2301	2x4 access vent well with retained metal grate (ADA)	EA	2	\$ 5,926.11	\$ 11,852.22
2303	6' polyvent	EA	12	\$ 2,495.77	\$ 29,949.24
2304	12" high, 24 ga metal flashing	Per lf	320	\$ 22.00	\$ 7,040.00
Exterior Finish Options					
Wood or engineered wood products					
2402	2x6 exterior wall studs in lieu of 2x4 adder	Per lf	320	\$ 7.66	\$ 2,451.20
Cement based or stucco					
2502	Cement backer, exterior (for use under exterior finish products) adder	Per sf	3,840	\$ 2.54	\$ 9,753.60
2503	3-coat stucco (performed in field at prevailing wage) adder	Per sf	3,820	\$ 24.52	\$ 93,666.40
2505	3-coat stucco control joint	Per lf	1,910	\$ 7.11	\$ 13,580.10
2508	Eisenwall 2-coat stucco system (or equal)	Per sf	3,840	\$ 2.19	\$ 8,409.60
2509	Acrylic Color - Standard Color Selections	Per sf	3,840	\$ 2.19	\$ 8,409.60
Misc exterior finish					
Upgraded Framing construction					
Roofing Options					
Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2703	Gable end overhang, up to 18"	EA	1	\$ 8,422.55	\$ 8,422.55
2708	Extend front overhang from 5' to 8'	Per module	10	\$ 1,021.45	\$ 10,214.50
Thermal protection					
Enhanced pitch roof (>1/4:12), finish material must be selected below					
Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
GENERAL					
3000	Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	400	\$ 56.61	\$ 22,644.00
3003	Interior wall extension from ceiling level to bottom of purlins	Per lf	200	\$ 38.04	\$ 7,608.00
3006	Toilet room, single, cold only (ADA compliant)	EA	5	\$ 11,004.90	\$ 55,024.50
3011	Blocking only, wall mounted accessories, 4x4	Per lf	200	\$ 14.45	\$ 2,890.00
3016	Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	2	\$ 134.91	\$ 269.82
3018	FRP wall panels	EA	852	\$ 3.60	\$ 3,067.20
3020	Ceramic tile on walls with thin set over 1/2" backing (Daltile Groups 1 & 2 or equal)	EA	644	\$ 43.00	\$ 27,692.00
3036	Koroseal - Spellbound or Equal - adder	Per sf	4,800	\$ 4.40	\$ 21,120.00
Doors (KD Frames standard)					
3104	Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	13	\$ 636.43	\$ 8,273.59
3105	3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	12	\$ 2,016.66	\$ 24,199.92
3110	3070 interior wood door in steel frame, solid core, paint finished	EA	6	\$ 1,356.66	\$ 8,139.96
3115	Panic hardware, Von Duprin or equal	EA	7	\$ 2,602.11	\$ 18,214.77

Electrical Options						
3300		125 amp 1-phase panel	EA	4	\$ 813.38	\$ 3,253.52
	Lights					
3408		Lighted "Exit" sign (battery back-up)	EA	6	\$ 228.55	\$ 1,371.30
3414		Exterior Door Light - LED w/ Photocell - TWS LED	EA	12	\$ 318.88	\$ 3,826.56
	Electrical infrastructure					
3502		Duplex receptacle	EA	24	\$ 130.66	\$ 3,135.84
3504		GFI receptacle	EA	13	\$ 159.65	\$ 2,075.45
3505		Branch Circuit	EA	2	\$ 700.49	\$ 1,400.98
3506		Dedicated Circuit	EA	6	\$ 464.19	\$ 2,785.14
3508		4 square box with switch ring and 3/4" conduit stub to attic	EA	16	\$ 99.67	\$ 1,594.72
3509		Conduit 3/4"	Per lf	200	\$ 3.35	\$ 670.00
3514		N-light switching w on/off & dim	EA	8	\$ 148.12	\$ 1,184.96
3516		N-light three way switching	EA	13	\$ 273.19	\$ 3,551.47
3522		conduit 1 1/2" conduit	LF	100	\$ 5.36	\$ 536.00
	Electrical Specialty					
3605		Exhaust Fan - Orbit 150CFM (or equal)	EA	5	\$ 341.37	\$ 1,706.85
	Low voltage items					
3703		Rough-in only for FA pull station	EA	3	\$ 115.01	\$ 345.03
3704		Rough-in only for FA interior horn/strobe	EA	3	\$ 118.14	\$ 354.42
4702		Wall mounted air handler/single condenser option 9K coil for up to 250 sf ea-Fujitsu or equal	EA	1	\$ 16,187.19	\$ 16,187.19
	Misc HVAC					
	PLUMBING					
5001		Sink, classroom, SS, w/ bubbler, cold only	EA	7	\$ 2,891.41	\$ 20,239.87
5004		Sink, mop, floor mount, cold only	EA	1	\$ 2,163.74	\$ 2,163.74
5010		Drinking fountain, hi-low, SS, wall hung, ADA with Bottle Filler	EA	1	\$ 6,262.16	\$ 6,262.16
5019		hot/cold faucet - adder	EA	2	\$ 434.72	\$ 869.44
5020		goose neck faucet	EA	7	\$ 434.72	\$ 3,043.04
5106		Water Heater -- Insta-Hot (2.5 gal or less) or equal	EA	1	\$ 1,580.80	\$ 1,580.80
5203		Hose bib, recessed (wall hydrant)	EA	2	\$ 1,316.50	\$ 2,633.00
5208		Copper pipe, Type "L", rough in only and fixture fitting, ea	EA	2	\$ 956.83	\$ 1,913.66
5210		Floor Drain	EA	5	\$ 1,330.47	\$ 6,652.35
	Toilet partitions					
	Toilet accessories					
5405		Toilet paper dispenser, surface mount, multi-roll, Bobrick B-2888	EA	5	\$ 154.12	\$ 770.60
	Flooring (all prices per sf unless otherwise noted)					
	Carpet					
5612		Tandus - Broadloom -- Applause III Powerbond	Per sf	3,770	\$ 9.53	\$ 35,928.10
	Top set base					
5702		Burke 4" Vinyl - Roll @ 100' lengths	EA	500	\$ 5.01	\$ 2,505.00
	Tile					
5800		Daltile 1x1 or 2x2 squares (or equal) Group 1 & 2 Colorbody Porcelain Mosaics (or equal)	Per sf	425	\$ 34.05	\$ 14,471.25
	Walk off mats					
	VCT (Vinyl Composition Tile)					
	Sheet Goods					
6100		Armstrong Connection Corlon	Per sf	720	\$ 12.33	\$ 8,877.60
6104		6" self cove (adder)	Per lf	125	\$ 17.82	\$ 2,227.50
	Epoxy flooring					
	Flooring transition					
	CASEWORK					
6521		153 36x34x24 ADA sink base	EA	7	\$ 1,232.16	\$ 8,625.12
6544		212 36x34x24 1 drawer/2 doors	EA	7	\$ 1,237.04	\$ 8,659.28
6578		302 36x18x12 wall hung/2 door	EA	8	\$ 685.98	\$ 5,487.84
6622		Laminate top / 4" backsplash (Wilsonart or equal)	Per lf	45	\$ 109.14	\$ 4,911.30
6625		Finished end panels	EA	10	\$ 174.60	\$ 1,746.00
					Sub-Total	\$ 1,125,556.06

DISTRICT SPECIFIED ITEMS						
1025		Custom 6 panel windows (final design TBD)	EA	9	\$ 2,875.00	\$ 25,875.00
1025		TV screen display mount (Down/Out) (includes blocking)	EA	7	\$ 1,142.80	\$ 7,999.60
1025		3-track upper/lower full height sliding marker boards, field installed at prevailing wages	EA	6	\$ 16,972.00	\$ 101,832.00
1025		Pad mounted HVAC system, fully ducted interior; complete ME design/engineering, includes 2019 code Title 24 energy calcs. Final design TBD; Estimate only at this time.	EA	1	\$ 132,000.00	\$ 132,000.00
1025		Custom condenser security cages w/hinge, hasp, and padlock		5	\$ 2,643.00	\$ 13,215.00
					Sub-Total	\$ 280,921.60

PROJECT CLOSE OUT ITEMS						

1	Labor to close out site	hour	200	\$ 110.00	\$ 22,000.00
2	On-Site Labor (plumbing close-out)	hour	75	\$ 268.00	\$ 20,100.00
3	Crane	hour	16	\$ 1,500.00	\$ 24,000.00
4	Delivery	floor	10	\$ 6,775.00	\$ 67,750.00
5	Installation	floor	10	\$ 4,550.00	\$ 45,500.00
6	Bond		1		\$ 11,818.34
7	Estimated Tax		1		\$ 36,017.79
				Grand Total	\$ 1,633,663.80

Notes:

- 1 Foundation design charges include Structural engineering, review and stamp for DSA approval.
- 2 Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design
- 3 Pursuant to DSA guidelines as described on the 1-MR form regarding the "Delegation of Authority for Modular & Relocatable Buildings," site specific inspection fees will be necessary for the concrete foundation. A SE is required to personally inspect and observe construction site conditions and foundation progress. The scope and scale of this requirement will generally relate to a number of factors including, but not limited to, the experience of the foundation contractor, foundation design complexity, building square footage, geographic location and site & soils condition. **The SE's charges are included with this Proposal.**

ATTACHMENT C

Certifications Regarding Lobbying, Debarment, Suspension, and Other
Responsibility Matters

The undersigned certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization:

Enviroplex, Inc.

Street address:

4777 E. Carpenter Road

City, State, Zip:

Stockton, CA 95215

Certified by: (type or print)

David Duggins, Director

Title

Signature

3-15-23

Date

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> contract</p> <p><input type="checkbox"/> grant</p> <p><input type="checkbox"/> cooperative agreement loan</p> <p><input type="checkbox"/> loan guarantee</p> <p><input type="checkbox"/> loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> bid/offer/application</p> <p><input type="checkbox"/> initial award</p> <p><input type="checkbox"/> post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> initial filing</p> <p><input type="checkbox"/> material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>_____ Prime <input checked="" type="checkbox"/> Sub-awardee</p> <p>Tier I, if Known:</p> <p>Enviroplex, Inc. 4777 Carpenter Rd. Stockton, CA 95215</p> <p>Congressional District, if known: California 9th Congressional District</p>		<p>5. If Reporting Entity in No. 4 is Sub-awardee,</p> <p>Enter Name and Address of Prime: Oxnard School District 1051 S A St. Oxnard, California</p> <p>Congressional District, if known: California 26th Congressional District</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>10b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	

<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: David Duggins _____</p> <p>Title: Director _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

- A. The Respondent certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Enviroplex, Inc

Contractor/Company Name

TBD

Award Number, Contract Number, or Project Name
David Duggins, Director

Name(s) and Title(s) of Authorized Representatives

Signature(s)
3-15-23

Date

EXHIBIT D

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 18, 2023

Agenda Section: Section C: Consent Agenda

Acceptance of Disclosure of Collective Bargaining Agreement with CSEA (Mitchell/Nuñez)

In accordance with AB 1200 and Government Code, Section 3547.5: “*Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.*”

In keeping with this requirement, the cost projections for the proposed agreement with CSEA are presented herewith for the Board’s information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent. This agreement provides:

- 11% on-schedule salary increase, retroactive to 2022-23 fiscal year
- Cost of 1% to increase longevity increments

FISCAL IMPACT:

Total fiscal impact is \$7,212,678, and will be paid from a combination of ESSER, LCFF Supplemental & Concentration, and Child Nutrition funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for CSEA as presented.

ADDITIONAL MATERIALS:

Attached: [Disclosure of Collective Bargaining Agreement \(5 pages\)](#)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: CSEA

The proposed agreement covers the period: Employee Type:
 Beginning: 7/1/2022 Certificated: _____
 Ending: 9/30/2023 Classified: X

The proposed agreement will be acted upon by the Governing Board at its meeting on: 10/18/2023

A. Proposed Change in Compensation:

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2023-24	For Multi-year Agreements	
				Year 2 2024-25	Year 3 2025-26
1.	Salary Schedule - Increase/(Decrease)	\$ 44,119,746	\$ 4,853,172 11.00%	\$ %	\$ %
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc) Longevity Increments		\$ 441,197 1.00%	\$ %	\$ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$	\$ %	\$ %	\$ %
5.	Health/Welfare Benefits - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 44,119,746	\$ 5,294,370 12.00%	\$ %	\$ %
7.	Total Number (FTE) of Represented Employees	# 722	# 722	# 722	# 722
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 61,108	\$ 7,333 12.00%	\$ %	\$ %
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$	\$ %	\$ %	\$ %
	-Maximum Daily Rate	\$	\$ %	\$ %	\$ %
	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$ 12,435	\$ 12,435	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary:

11% on schedule salary increase + Increase to longevity increments equivalent to 1% of cost of increase. For a total cost of 12%, retroactive to July 1, 2022

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

n/a

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

n/a

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

n/a

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

increase

F. Source of Funding for the Proposed Agreement:

1. Current Year:

Combination of ESSER, Unrestricted, LCFF Supplemental & Concentration, and Child Nutrition funds.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Unrestricted, LCFF Supplemental & Concentration, and Child Nutrition Funds

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

n/a - not a multi-year agreement

Disclosure of Collective Bargaining Agreement
School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 7/1/2023	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	205,511,385	0	0	205,511,385
Remaining Revenues (8100-8799)	74,554,945	0	0	74,554,945
TOTAL REVENUES	280,066,330	0	0	280,066,330
EXPENDITURES				
1000 Certificated Salaries	108,193,994	0	0	108,193,994
2000 Classified Salaries	43,741,462	5,294,370	0	49,035,832
3000 Employees' Benefits	61,059,729	1,918,309	0	62,978,038
4000 Books and Supplies	17,570,871	0	0	17,570,871
5000 Services and Operating Expenses	52,369,337	0	0	52,369,337
6000 Capital Outlay	3,820,335	0	0	3,820,335
7100-7499 Other	2,387,300	0	0	2,387,300
TOTAL EXPENDITURES	289,143,028	7,212,678	0	296,355,706
OPERATING SURPLUS (DEFICIT)	(9,076,698)	(7,212,678)	0	(16,289,376)
OTHER SOURCES AND TRANSFERS IN	0	0	0	0
OTHER USES AND TRANSFERS OUT	(329,318)	0	0	(329,318)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(8,747,380)	(7,212,678)	0	(15,960,058)
BEGINNING BALANCE	109,061,659	0	0	109,061,659
CURRENT YEAR ENDING BALANCE	100,314,279	(7,212,678)	0	93,101,601
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	120,000	0	0	120,000
Restricted (9740)	53,758,363	0	0	53,758,363
Committed (9750 / 9760)	17,554,545	0	(7,212,678)	10,341,867
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)	28,881,371	0	0	28,881,371
Unappropriated Amounts (9790)	0	(7,212,678)	7,212,678	(0)

* If the total amount of the Adjustment (Column 2) does not match the amount of the Total Compensation Increase on Page 1, Section A, Line 6 (Current Year column), please explain the variance below.

Please include comments and explanations as necessary:

Disclosure of Collective Bargaining Agreement
School District: Oxnard School District

Multi-Year Projections

	(Col. 1) 2023-24 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2024-25	(Col. 3) Budget Year 2 2025-26
REVENUES			
LCFF Revenues (8010-8099)	205,511,385	203,202,712	200,757,506
Remaining Revenues (8100-8799)	74,554,945	69,434,102	68,416,992
TOTAL REVENUES	280,066,330	272,636,814	269,174,498
EXPENDITURES			
1000 Certificated Salaries	108,193,994	108,506,476	108,823,020
2000 Classified Salaries	49,035,832	49,604,471	50,180,502
3000 Employees' Benefits	62,978,038	58,271,973	58,431,258
4000 Books and Supplies	17,570,871	17,418,502	17,459,511
5000 Services and Operating Expenses	52,369,337	52,009,482	51,932,662
6000 Capital Outlay	3,820,335	3,774,150	3,774,150
7100-7499 Other	2,387,300	2,387,300	2,837,300
TOTAL EXPENDITURES	296,355,706	291,972,354	293,438,403
OPERATING SURPLUS (DEFICIT)	(16,289,376)	(19,335,540)	(24,263,905)
OTHER SOURCES AND TRANSFERS IN	0	0	0
OTHER USES AND TRANSFERS OUT	(329,318)	(329,318)	(329,318)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(15,960,058)	(19,006,222)	(23,934,587)
BEGINNING BALANCE	109,061,659	93,101,601	74,095,379
CURRENT YEAR ENDING BALANCE	93,101,601	74,095,379	50,160,793
COMPONENTS OF ENDING BALANCE			
Non-spendable (9711-9719)	120,000	120,000	120,000
Restricted (9740)	53,758,363	44,388,095	34,629,771
Committed (9750 / 9760)	10,341,867	974,571	0
Assigned (9780)	0	0	0
Reserve for Economic Uncertainties (9789)	28,881,371	28,612,713	15,411,022
Unappropriated Amounts (9790)	(0)	0	(0)

Multi-Year Projections Assumptions:

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2023-24	2024-25	2025-26
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 296,026,388	\$ 291,643,036	\$ 293,109,085
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 8,880,792	\$ 8,749,291	\$ 8,793,273

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2023-24	2024-25	2025-26
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 28,881,371	\$ 28,612,713	\$ 15,411,022
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 0	\$ 0	\$ 0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 28,881,371	\$ 28,612,713	\$ 15,411,022

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

Yes
 No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.


 District Superintendent
 (Signature)

Dr. Anabolena DeGenna
 Printed Name

10-9-23
 Date


 District Chief Business Officer
 (Signature)

Valerie Mitchell
 Printed Name

10-5-23
 Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 18, 2023

Agenda Section: Section C: Consent Agenda

Approval of the 2023-24 Quarterly Report on Williams Uniform Complaints, First Quarter (Torres)

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed with any school in the district during the quarter indicated above.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2023-24 Quarterly Report on Williams Uniform Complaints, first quarter, as presented.

ADDITIONAL MATERIALS:

Attached: [UCP 2023-24 1st qtr 2023-24 \(one page\)](#)

Quarterly Report on Williams Uniform Complaints
[Education Code Section 35186]
Fiscal Year 2023-24



**VENTURA COUNTY
OFFICE OF EDUCATION**
Dr. César Morales, County Superintendent of Schools

District: _____
Person completing this form: _____
Title: _____

Quarterly Report Submission Date: October 31, 2023 (7/1 to 9/30)
(please check one) January 31, 2024 (10/1 to 12/31)
 April 30, 2024 (1/1 to 3/31)
 July 31, 2024 (4/1 to 6/30)

Date information will be reported publicly at governing board meeting: _____

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials			
Facilities			
Teacher Vacancy and Misassignment	0	0	0
TOTAL:	0	0	0

Dr. Anabolena DeGenna

Print Name of District Superintendent

Signature of District Superintendent

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 18, 2023

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Fuentes)

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with the salary regulations of the District. Personnel Actions include: New hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations and leaves of absence.

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Certificated Personnel Actions 10.18.23 \(1 pg\).pdf](#)
[Classified Personnel Actions 10.18.23 \(1 pg\).pdf](#)

CERTIFICATED PERSONNEL ACTIONS

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

New Hires

Garcia Camacho, Daisy	Teacher, Special Education	October 2, 2023
Haavaldsen, Lynne	Teacher, ISP	October 11, 2023
Legohn, W. Fundi	Teacher, ISP	September 26, 2023
McMurray, Traci	Teacher, ISP	October 4, 2023
Nickleberry, Candis	Teacher, ISP	October 9, 2023
Saltmachio, Morgan	Teacher, SPED Early Childhood	October 9, 2023

Unpaid Leave

Harveson, Jonathon	Teacher	October 2 – October 10
Reyes, Maria	Teacher	October 5 – December 31

New Hires

Ramirez, Porfirio G.	Plumber, Position #1978 Maintenance 8.0 hrs./246 days	09/27/2023
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Limited Term/Substitutes

Hernandez, Eileen	Paraeducator (substitute)	09/21/2023
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Released during Probation

12080	Risk Management Specialist, Position #10290 Risk Management 8.0 hrs./246 days	09/25/2023
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Resignations

Accardi, Brian J.	Technology Services Technician, Position #9938 Information Technology 8.0 hrs./220 days	10/06/2023
Hamlett, Nancy J.	Child Nutrition Worker, Position #2617 Curren 5.5 hrs./185 days	09/22/2023
Gonzalez, Maria Isabel	Bus Driver, Position #1088 Transportation 8.0 hrs./183 days	09/29/2023
Lucero, Angel R.	Transportation Driver, Position #8707 Transportation 5.5 hrs./183 days	10/06/2023
Reyes Peluzzo, Paola E.	Paraeducator- Special Education, Position #7342 San Miguel 5.75 hrs./183 days	10/06/2023
Santana-Cazares, Ruben	Campus Assistant, Position #7826 Frank 5.25 hrs./180 days	10/13/2023
Vargas, Melisa R.	Paraeducator III, Position #9221 McAuliffe 5.75 hrs./183 days	10/09/2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 18, 2023

Agenda Section: Section C: Consent Agenda

Establishment and Increase of Hours of Positions (Torres/Fuentes)

Establish

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 9210 to be established at Kamala School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator-Special Education.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 9285 to be established at Ritcheh School. This position will be established to update the Paraeducator III position to the new job description of Paraeducator-Special Education.

Increase in Hours

A four-hour and fifteen minute 180-day Campus Assistant position number 6818 to be increased to five hours at Chavez School. This position will be increased to provide additional support.

A four-hour and fifteen minute 180-day Campus Assistant position number 2967 to be increased to five hours at Chavez School. This position will be increased to provide additional support.

A four-hour and fifteen minute 180-day Campus Assistant position number 2964 to be increased to five hours and fifteen minutes at Chavez School. This position will be increased to provide additional support.

A five-hour 180-day Campus Assistant position number 11311 to be increased to five hours and forty five minutes at Curren School. This position will be increased to provide additional support.

A three-hour 180-day Campus Assistant position number 2976 to be increased to five-hours and forty five minutes at Driffill School. This position will be increased to provide additional support.

A five-hour 180-day Campus Assistant position number 3125 to be increased to five-hours and forty five minutes at Driffill School. This position will be increased to provide additional support.

A five-hour 180-day Campus Assistant position number 2975 to be increased to five-hours and forty five minutes at Driffill School. This position will be increased to provide additional support.

A five-hour and fifteen-minute 180-day Campus Assistant position number 6544 to be increased to five hours and forty-five minutes at Driffill School. This position will be increased to provide additional support.

A five-hour and fifteen-minute 180-day Campus Assistant position number 2977 to be increased to five hours and forty-five minutes at Driffill School. This position will be increased to provide additional support.

A five-hour and thirty-minute 180-day Campus Assistant position number 7901 to be increased to five hours and forty-five minutes at Driffill School. This position will be increased to provide additional support.

A five-hour and thirty-minute 180-day Campus Assistant position number 6546 to be increased to five hours and forty-five minutes at Driffill School. This position will be increased to provide additional support.

A five-hour and thirty-minute 180-day Campus Assistant position number 6545 to be increased to five hours and forty-five minutes at Driffill School. This position will be increased to provide additional support.

A two-hour and fifteen-minute 180-day Campus Assistant position number 2978 to be increased to three hours and forty-five minutes at Elm School. This position will be increased to provide additional support.

A two-hour and thirty-minute 180-day Campus Assistant position number 6511 to be increased to four hours at Harrington School. This position will be increased to provide additional support.

A two-hour and thirty-minute 180-day Campus Assistant position number 9769 to be increased to four hours at Harrington School. This position will be increased to provide additional support.

A four-hour 180-day Campus Assistant position number 3001 to be increased to four hours and thirty minutes at Kamala School. This position will be increased to provide additional support.

A four-hour and thirty-minutes 180-day Campus Assistant position number 3088 to be increased to five hours and forty-five minutes at Kamala School. This position will be increased to provide additional support.

A five-hour 180-day Campus Assistant position number 3004 to be increased to five hours and thirty minutes at Kamala School. This position will be increased to provide additional support.

A five-hour and fifteen-minute 180-day Campus Assistant position number 3047 to be increased to five hours and thirty minutes at Lemonwood School. This position will be increased to provide additional support.

A four-hour 180-day Campus Assistant position number 3023 to be increased to four hours and thirty

minutes at McAuliffe School. This position will be increased to provide additional support.

A four-hour 180-day Campus Assistant position number 3027 to be increased to four hours and thirty minutes at McKinna School. This position will be increased to provide additional support.

A four-hour 180-day Campus Assistant position number 3028 to be increased to four hours and thirty minutes at McKinna School. This position will be increased to provide additional support.

A four-hour 180-day Campus Assistant position number 8643 to be increased to five hours at McKinna School. This position will be increased to provide additional support.

A four-hour 180-day Campus Assistant position number 6569 to be increased to five hours at McKinna School. This position will be increased to provide additional support.

A four-hour 180-day Campus Assistant position number 3026 to be increased to five hours at McKinna School. This position will be increased to provide additional support.

A four-hour and thirty-minute 180-day Campus Assistant position number 3032 to be increased to five hours and thirty minutes at Ramona School. This position will be increased to provide additional support.

A four-hour and thirty-minute 180-day Campus Assistant position number 3030 to be increased to five hours and thirty minutes at Ramona School. This position will be increased to provide additional support.

A four-hour and thirty-minute 180-day Campus Assistant position number 3031 to be increased to five hours and thirty minutes at Ramona School. This position will be increased to provide additional support.

A four-hour and forty-five minute 180-day Campus Assistant position number 3065 to be increased to five hours and forty-five minutes at Ramona School. This position will be increased to provide additional support.

A five-hour 180-day Campus Assistant position number 6548 to be increased to five hours and forty-five minutes at Ramona School. This position will be increased to provide additional support.

A four-hour 180-day Campus Assistant position number 3040 to be increased to four hours and thirty minutes at Rose Avenue. This position will be increased to provide additional support.

A four-hour and thirty-minute 180-day Campus Assistant position number 3038 to be increased to five hours and thirty minutes at Rose Avenue School. This position will be increased to provide additional support.

A four-hour and thirty-minute 180-day Campus Assistant position number 9145 to be increased to five hours and forty-five minutes at Rose Avenue School. This position will be increased to provide additional support.

FISCAL IMPACT:

Cost for 1 Paraeducator- Special Education position: \$1,572.22 Special Education-Idea Basic Local Assistance Funds.

Cost for 1 Paraeducator- Special Education position: \$769.77 Special Education Funds.

Cost for 1 Campus Assistant position: \$3,508.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$3,508.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$4,678.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$3,508.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$12,864.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$3,508.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$3,508.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$2,339.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$2,339.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$1,169.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$1,169.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$1,169.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$7,017.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$7,017.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$7,017.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$2,339.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$5,847.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$2,339.00 Supplemental Concentration/LCFF Funds

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Cost for 1 Campus Assistant position: \$2,339.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$4,678.00 Supplemental Concentration/LCFF Funds

Cost for 1 Campus Assistant position: \$5,847.00 Supplemental Concentration/LCFF Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment and reduction of hours of positions as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 18, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Amendment #001 to Construction Services Agreement #22-238 and Guaranteed Maximum Price (GMP), Site Lease Agreement #23-167, and Sublease Agreement #23-168 between the Oxnard School District and Viola Inc. to provide Lease-Lease-Back Construction Services for the Drifill Elementary School ECDC Project (Mitchell/Miller/CFW)

Pursuant to the adopted Enhanced Master Construct Plan, a separate new Early Childhood Development Center (ECDC) is to be constructed at Drifill Elementary School.

The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities and replacing older schools, portable classroom, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environment that meet adopted Board Specifications and program requirements.

On October 26, 2022 the State Allocation Board approved an apportionment of \$7 million for the California Preschool, Transitional Kindergarten, and Full Day Kindergarten grant program for new classrooms at Drifill Elementary School.

On January 19, 2023 the Board entered into an Agreement for Architectural Services with Flewelling & Moody, Architects for architectural services relating to the Drifill Elementary School New Transitional Kindergarten Facilities.

Pursuant to District direction, CFW, Inc., on February 3, 2023 issued an RFP/Q to lease-leaseback contractors to provide a prequalified proposal for construction and pre-construction services of ten new modular classrooms. Viola Inc. Constructors responded with a timely proposal to provide the construction services for the new classrooms per the RFQ/P published.

The proposal and subsequent Construction Service will enable the District to align with the goals set forth within Enhanced Master Construct Program.

This agenda item recommends Board approval of the negotiated GMP and approval of Amendment #001 to the Construction Services Agreement, Site Lease Agreement #23-167, and Sublease Agreement #23-168, as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Viola Inc. to complete the Work identified in Flewelling Moody's architectural drawings for the Drifill Elementary School ECDC Project.

Oxnard School District Board of Trustees previously approved the pre-construction agreement with Viola for \$27,870.00. Viola has developed a Guaranteed Maximum Price Construction proposal for

\$3,462,000.00 to be funded by the Master Construct and Implementation Funds.

The “GMP” for the Project shall be **Three Million Four Hundred Sixty-Two Thousand Dollars and No Cents (\$3,462,000.00)**. The GMP consists of Sublease Payments in the amount of **\$18,815.00** per month for **10** months for a total lease value of **One Hundred Eighty-Eight Thousand Dollars One Hundred Fifty Dollars and No Cents (\$188,150.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The LLB delivery method requires three separate agreements, the Construction Services Agreement, the Site Lease, and a Sublease:

- The Construction Services Agreement sets forth the terms, conditions, and scope of work indicated in the DSA approved construction and contract documents for the school site. (Construction Services Agreement #22-238)
- The Site Lease Agreement leases the Driffill Elementary School (property) to Viola Inc. and requires that they complete the facilities improvements as indicated in the Construction Services Agreement under the terms of the Lease. (Site Lease Agreement #23-167)
- The Sublease Agreement subleases the property from Viola Inc. back to the Oxnard School District for operational use and access to the facilities after completion of construction. The Sublease requires the District to make lease payments to Viola Inc. that constitute the financing provided by the contractor under the LLB model. (Sublease Agreement #23-168)

FISCAL IMPACT:

The Lease-Leaseback Agreements provide for the construction of the ECDC new classrooms at Driffill Elementary School as reflected in the Architectural plans approved by DSA on August 31, 2023, as No.123-351, for the project known as the Driffill Elementary School ECDC for a total Guaranteed Maximum Price (“GMP”) of:

Three Million Four Hundred Sixty-Two Thousand Dollars and No Cents (\$3,462,000.00), to be paid out of Master Construct and Implementation Funds.

The Agreements will be funded using the Master Construct & Implementation Funds. All expenditures related to the proposed agreements will be cost coded to Driffill Elementary School ECDC under Fund 350 – Main Construction Costs.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve the Guaranteed Maximum Price (GMP) according to Amendment #001 to Construction Services Agreement #22-238, approve Site Lease Agreement #23-167, and Sublease Agreement #23-168, with Viola Inc. to provide Construction Services related to the Driffill Elementary School ECDC, under the

Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code.

ADDITIONAL MATERIALS:

Attached: [Amendment #001 \(5 Pages\)](#)

[Guaranteed Maximum Price Proposal \(7 Pages\)](#)

[Construction Services Agreement #22-238, Viola Inc. \(24 Pages\)](#)

[Site Lease Agreement #23-167 \(8 Pages\)](#)

[Sublease Agreement #23-168 \(12 Pages\)](#)

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #22-238

The Lease Leaseback Agreement (“Agreement”) entered on May 17th, 2023, by and between the Oxnard School District (“District”) and Viola Inc., (“Contractor”), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #22-238 that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Driffill Elementary School ECDC Project for the District’s Master Construct and Implementation Program;

WHEREAS, the District operates Driffill Elementary School located at 910 South E Street, Oxnard, CA 93030 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted 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 District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 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 Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Viola Inc. to construct thru the completion and occupancy of the new Driffill ECDC Project.

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to revise the following language to SECTION 1 of the 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 B** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The “GMP” for the Project shall be **Three Million Four Hundred Sixty-Two Thousand Dollars and No Cents (\$3,462,000.00)**. The GMP consists of Sublease Payments in the amount of **\$18,815.00** per month for 10 months for a total lease value of **One Hundred Eighty-Eight Thousand One Hundred Fifty Dollars and No Cents (\$188,150.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

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.

The Parties agree to add the following language to SECTION 5 of the Agreement:

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.

APPROVED:

Viola Inc.

Signature

Typed Name/Title

Date

Oxnard School District:

Signature

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

Date

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #22-238

EXHIBIT A

Scope of Work

DRAWINGS

Plan Sheets Prepared by Flewelling Moody, Architects Project No 3057.0000, DSA No 123351, DSA Approval August 31, 2023.

PROJECT DESCRIPTION

On October 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Driffill elementary school.

On January 19, 2023 the Board entered into an Agreement for Architectural Services with Flewelling & Moody, Architects for architectural services relating to the Driffill Elementary School New Transitional Kindergarten Facilities.

Pursuant to District direction, CFW, Inc., on February 3, 2023 issued an RFP/Q to lease-leaseback contractors to provide a prequalified proposal for construction services of ten new modular classrooms. Viola Inc. provided a GMP of \$3,462,000 for all associated site work and foundations prior to the delivery of the 10 modular classroom buildings.

GENERAL INFORMATION (1 SHEET)

T0.01 TITLE SHEET

CIVIL (11 SHEETS)

C1.01 COVER SHEET
C1.02 GENERAL NOTES
C2.01 EROSION CONTROL PLAN
C2.02 EROSION CONTROL DETAILS
C3.01 GRADING AND PAVING PLAN
C3.02 GRADING AND PAVING PLAN
C3.03 SITE SECTIONS
C4.01 UTILITY PLAN
C5.01 DETAILS
C5.02 DETAILS
C5.03 SUMP PUMP DETAILS

LANDSCAPE (7 SHEETS)

L1.01 LANDSCAPE CONSTRUCTION PLAN
L1.02 LANDSCAPE CONSTRUCTION DETAILS
L2.01 PLANTING PLAN
L2.02 PLANTING PLAN
L2.03 PLANTING PLAN
L3.01 IRRIGATION PLAN
L4.01 LANDSCAPE DETAILS

ARCHITECTURAL (6 SHEETS)

A1.01 OVERALL SITE PLAN
A1.01FA FIRE ACCESS SITE PLAN
A1.02 ENLARGED DEMOLITION SITE PLAN
A1.03 ENLARGED RECONSTRUCTION SITE PLAN
A1.04 SITE DETAILS
A1.05 TYPICAL DETAILS

ELECTRICAL (12 SHEETS)

E-0.01 NOTES AND SYMBOLS
E-0.03 SINGLE LINE DIAGRAMS AND PANELS SCHEDULES
E-0.04 FIRE ALARM RISER DIAGRAM AND PANEL SCHEDULES
E-0.05 FIRE ALARM CALCULATIONS AND DETAILS
E-1.00 ELECTRICAL SITE PLAN
E-1.01 ENLARGED ELECTRICAL SITE PLAN
E-1.02 FIRE ALARM SITE PLAN
E-1.03 DATA/COMM SITE PLAN
E-1.04 GROUNDING SITE PLAN
E-2.00 ENLARGED FIRE ALARM PLAN & DATA/COMM PLAN
E-3.00 ELECTRICAL SPECIFICATIONS
E-4.00 FIRE ALARM SPECIFICATIONS

MANUFACTURER (9 SHEETS)

SITE SPECIFIC SHEETS (72'x40' BUILDING):

ARCHITECTURAL

BA1.02 (5) 72'x40' FLOOR PLAN
BA1.03 INTERIOR ELEVATIONS & DETAILS
BA1.04 RR FLOOR PLAN & INTERIOR ELEVATIONS
BA1A.2 (5) 72'x40' ROOF PLAN
BA1A.3 (5) 72'x40' EXTERIOR ELEVATIONS

MECHANICAL

BA2B.1 (5) 72'x40' MECHANICAL & REFLECTED CEILING PLAN

ELECTRICAL & LIGHTING

BA3.2 (5) 72'x40' ELECTRICAL POWER & SIGNAL PLAN
BA3.3 (5) 72'x40' LIGHTING PLAN

STRUCTURAL

BS1C.2A (5) 72'x40' FOUNDATION PLAN

PC DRAWINGS (39 SHEETS) A# 02-120100 PC

A0 COVER SHEET, BUILDING CODES & C.B.C. DATA, SHEET INDEX
A1 FLOOR PLAN, INTERIOR ELEVATIONS
A1.0 FLOOR PLAN OPTIONS
A1.01 FLOOR PLAN OPTIONS
A1N MATERIAL SPECIFICATIONS & NOTES
A1A.1 SHED ROOF PLAN & EXTERIOR ELEVATIONS
A1R ROOFING ATTACHMENT
A2.0 HVAC EQUIPMENT & NOTES
A2B "ROOF MOUNT HVAC UNIT" MECHANICAL & REFLECTED CEILING PLANS
AGB GREEN BUILDING STANDARDS AND SOLAR READY REQUIREMENTS
EN1 ENERGY COMPLIANCE
EN2 ENERGY COMPLIANCE
EN3 ENERGY COMPLIANCE
EN4 ENERGY COMPLIANCE
EN5 ENERGY COMPLIANCE
EN6 ENERGY COMPLIANCE
EN7 ENERGY COMPLIANCE
EN8 ENERGY COMPLIANCE
A3 ELECTRICAL POWER PLAN, SIGNAL PLAN, DETAILS, ELECTRICAL NOTES
A3.1 LIGHTING PLAN, NOTES
A3.10 ELECTRICAL & LIGHTING PLANS FOR TOILET ROOM OPTIONS
A4A.1.R SHED ROOF SECTIONS AND DETAILS (2X6 EXTERIOR WALLS)
A4B STUCCO MATERIAL SPECIFICATIONS
A4B.1 TYPICAL STUCCO FINISH DETAILS
A4S OPTIONAL SIDEWALL OVERHANG DETAIL
A4H INTERIOR WALL CONNECTION DETAILS
A5 MISCELLANEOUS DETAILS
A6.2 DETERIORATION PROTECTION
S1 FOOTING DETAILS & NOTES
S1C(H) CONCRETE FOUNDATION PLAN, NO CRAWL SPACE, FOOTING DETAILS & NOTES
S1C.1(H) CONCRETE FOUNDATION PLAN WITH CRAWL SPACE, FOOTING DETAILS
S1C.2 MISCELLANEOUS FOOTING DETAILS
S2A(H) SHED ROOF, CEILING, FLOOR FRAMING PLANS, STRUCTURAL STEEL PROPERTIES, NOTES
S3FA FASTENING SCHEDULE & NOTES
S3A SHED ROOF LONGITUDINAL BUILDING SECTION, WALL FRAMING ELEVATIONS
S4 STRUCTURAL CONNECTION DETAILS
S4.1 OPTIONAL STRUCTURAL DETAILS
S4.2 MISCELLANEOUS STRUCTURAL DETAILS
S4.3 METAL SOFFIT PANELS, REMOVABLE CASSETTE

SCOPE OF WORK

THE PROJECT SCOPE CONSISTS OF THE FOLLOWING WORK:

1. NEW CONSTRUCTION OF (5) 72'-0" x 40'-0" MODULAR BUILDINGS (PC# 02-120100) WITH TOTAL OF (2) PRESCHOOL (PS) BUILDINGS, (2) TRANSITIONAL KINDERGARTEN (TK) BUILDINGS, AND (1) KINDERGARTEN (K) BUILDING WHICH INCLUDES STUDENT RESTROOMS, STAFF RESTROOMS AND HI-LO DRINKING FOUNTAINS
2. NEW PS PLAYGROUND AND K/TK PLAYGROUND
3. NEW PLAY STRUCTURE WITH RUBBERIZED SURFACING
4. SITE WORK INCLUDES:
 - a. RE-GRADING OF SITE WITH NEW ASPHALT PAVING
 - b. NEW CONCRETE WALKWAY
 - c. NEW FENCES AND GATES

TOTAL SHEETS: 85 SHEETS



10/05/2023

Driffill Elementary School New Modular Classrooms GMP Qualifications and Narrative R001

To: Gerald Schober
Vice President
Caldwell Flores Winters, Inc.
521 N. 1st Avenue, Arcadia, CA 91006
Office: (626) 829-8300
Direct: (626) 829-8701
gschober@cfwinc.com
www.cfwinc.com

The pricing included in this proposal shall cover the costs to perform construction tasks as defined and outlined in Flewelling & Moody plans and specifications DSA stamp dated 8/30/23 at Driffill Elementary School. Included in the Guaranteed Maximum Price of \$3,462,000.00 are necessary General Conditions costs for a 10-month schedule. The Sublease fee shall be \$173,100 payable in 10 monthly payments of \$17,310.00 plus applicable interest shown in the attached Sublease Fee Calculation. Modular Classrooms shall be furnished and installed by Enviroplex, Inc. Structural concrete stem walls and footings shall be coordinated with Enviroplex and installed by Viola Inc. All interior MEP piping and raceways, HVAC, interior and exterior fixtures, cabinets, visual display boards, TV monitors and mounting brackets, sliding marker boards, finishes, flooring, sealants, roofing, bathroom accessories, doors frames and hardware shall be furnished and installed by Others. The existing asphalt paving at the proposed job site access is currently damaged and it has been determined that it lacks proper compaction of base material. This area shall be repaired at a later date by others, Viola will not be responsible for failure of this paving due to construction traffic. Items to be furnished and installed by Viola Inc. are as follows:

1. Field Engineering and Survey will be secured via Purchase Order and shall include survey services, staking, computations for site grading, layout and elevation of building corners, and verification of formwork line and elevation. Pricing is provided by Benner and Carpenter, and work will be performed by local survey crew.
2. Demolition and Earthwork will be performed by Damar General Engineering Contractors with the full understanding of the plans and sequence of work. The first mobilization will include the demolition of 3 existing modular buildings, tree removal, and paving removal as called for in the demolition drawings. Earthwork shall be performed in accordance with the soils report and grading plans. Level pads at subgrade for slurry rodent slabs in building areas and rough grade balance of the site. Backfill soils shall be stockpiled

on site for use after concrete work is completed. The 3rd mobilization shall consist of curb cuts and fine grading for flatwork.

3. Underground utility trenches and points of connection will be performed by the subcontracted Precision Plumbing and Smith Electric.
4. Site fences and gates shall be installed and or repaired by Magnum Fencing in accordance with the plans and specifications.
5. The landscape and irrigation shall be performed by Marina Landscape in accordance with Landscape plans and specifications. Marina has also included pricing for decomposed granite, 4-6 inch cobble, and 90-day maintenance period.
6. This proposal includes costs to furnish and install playground structures, playground equipment and surfaces. Great Western will relocate one existing playground structure, furnish and install one new playground structure and install required aggregate base and play surface.
7. Cast in place concrete scope shall be performed by DJS Concrete and include the excavation of footings, placement of all required rebar, and placement of embeds provided by Enviroplex Inc.
8. Site concrete scope shall be performed by Toro Enterprises including ramps, walkways, and flush curbs per plans and specifications, including all required base and reinforcing.
9. Metal fabrication shall be performed by Gold Coast Erectors and provided FOB to the jobsite for installation by DJS. All embeds shall be fabricated upon shop drawing approval.
10. Miscellaneous Carpentry tasks shall be performed by M&T labor forces including site logistics modifications, installation of ADA signage, and drinking fountain handrails.
11. Plumbing scope shall include all site sewer, water, trenching and piping as well as points of connection at mains and modular buildings. This work will be performed by Precision Plumbing. Pricing for the specified Stormgate vault and sump pump have been deleted as this scope has been removed by the Architect.
12. Electrical scope includes safe off existing portables to be demolished, trenching, conduit and wiring required by plans and specifications, as well as low voltage communication and Fire Alarm.
13. Contractor Contingencies have been included for the following:
 1. Landscape/Irrigation repairs = \$15,000
 2. Minor AC/Concrete paving patching = \$13,000
 3. Prevailing Wages for trucking = \$14,440
14. Viola has included one Allowance line item for relocation of existing utilities = \$10,000

All work performed by Viola Inc. Subcontractors shall conform to "skilled and trained" workforce requirements.

Viola Fee is 5%

Viola Insurance rate is set at 2.5%

Viola Bond rate is .94%

Viola Inc exclusions include, but are not limited to:

Permits and fees, inspections services, design or engineering related services, overtime, holidays, work not shown in contract documents, changed or unforeseen conditions, pollution liability insurance, hazardous material survey or abatement. Underground utility scan and or relocation of existing unidentified utilities. Due to budget restraints, Viola will not provide a separate office trailer for the DSA Inspector. Viola will provide a desk and space for the DSA inspector in Viola office trailer when inspector is on site.

Viola Inc. is committed to exceeding the expectations of our clients and look forward to a successful project.

Sincerely,
Viola Incorporated



Patrick A. Waid
Lease/Leaseback Operations Manager

***"Together as a Team, we build Successful Projects
One by One, Year after Year"***

Driffill ES - New Modular Classroom Buildings (10 months duration)

Driffill ES

Sublease calculation:

R001 10-5-23

GMP Value	per annum	Yearly Fee	Number of Months	Fee for 10 mos.
\$ 3,462,000.00	5%	\$ 173,100.00	10	\$ 17,310.00

Month	Principal Balance	Principal Payment	Interest
1	\$ 173,100.00	\$ 17,310.00	\$ 721.25
2	\$ 155,790.00	\$ 17,310.00	\$ 649.13
3	\$ 138,480.00	\$ 17,310.00	\$ 577.00
4	\$ 121,170.00	\$ 17,310.00	\$ 504.88
5	\$ 103,860.00	\$ 17,310.00	\$ 432.75
6	\$ 86,550.00	\$ 17,310.00	\$ 360.63
7	\$ 69,240.00	\$ 17,310.00	\$ 288.50
8	\$ 51,930.00	\$ 17,310.00	\$ 216.38
9	\$ 34,620.00	\$ 17,310.00	\$ 144.25
10	\$ 17,310.00	\$ 17,310.00	\$ 72.13
TOTALS		\$ 173,100.00	\$ 3,966.88

Description		#	Estimate
General Conditions based on 10 month duration			
Field Engineering (Survey)			
		1	473,283
		2	27,500
		3	7,326
Misc Demolition of existing curb and sidewalk for new ADA ramp, sawcut and remove AC paving for Electrical trench.			
Earthwork	Item/Description	Qty / Unit	Unit Price
			Total
1	Mobilization	1 LS	6,230.00
2	Demo/Clearing (176cy)	1 LS	48,940.00
3	Excavate & Export (2,488cy)	2,488 CY	35.19
4	Ex/OX/Compact(4,020cy)	4,020 CY	3.49
5	Geogrid/Rock(19,218sf)	19,218 SF	7.65
6	Grade Pads(19,218sf)	19,218 SF	0.43
7	Grade Hardscape(20,206sf)	20,206 SF	0.76
8	Grade Land Areas(8,109sf)	8,109 SF	1.52
			12,310.00
Export soils from others			
A/C Paving			
	Mobilization 1ea \$5,000, 3inches AC on 6inches Crushed Aggregate Base 11,132sf \$6.25, Balance paving from .5ft 11,132ssf \$2.00, Slot Patch 276sf \$32.00 Electrical trench patching		6,000
		6	in site concrete
AC Paving trench patch			
		7	12,600
Pavement Marking & Bumpers			
		8	4,350
Fences & Gates			
	Installed prices as follows: 7ft chainlink \$100ft, 4ft chainlink \$80ft, Ornamental access gate with hardware \$5,000, Chainlink Access gate with hardware \$3,000, double chainlink gates \$2,000		37,726
Repair and replace existing Chain Link Fencing			
		10	8,349
Landscaping & Irrigation			
	Extend existing 2 wire controls, Remote control valves, mainline, drip, valves, sleeving, pop up rotors, lateral line, ongrade point source drip tubing, sand bedding, backflow certification, gate valves, irrigation audit, quick couplers. Planting- 2 ea soil test, 4 ea 15 gallon trees, 8035 sf fine grading soil preparation, amendments, 154 ea 5 gallon shrubs, 5400sf walk on bark, 159 ea 1 gallon shrubs, tree staking, 1535sf stabilized DG, 1100sf hydroseeding, 310sf 4 and 6 inch decorative cobble, 18 ea concrete steps, 90 day maintenance.		93,456
Playground Equipment/Surfacing			
	GameTime -2-5 Playground \$27,359 Superior International DSA Rectangle Hip shade 25 x 30 x12 x 6sub surface mount \$25,033 Dismantle existing Playworld structure and reinstall \$33,540 Installation new Gametime Equipment \$14,887 Install Hip canopy \$14,256 EWF Blown in Bark \$4,823 Temp chain link fencing \$2,528 Discount (\$8,568)		150,196

#	Description	Estimate
13	<p>Cast In Place Concrete (Bldg) Inclusions</p> <ol style="list-style-type: none"> 1. Cost and fees for AB219 Legislation. 2. DJS to receive new building pads at Slurry slab subgrade ready for foundation excavation. Pad at exterior foundation to be laid back for stem wall formwork (Earthwork by others). 3. Excavation of new building foundations. 4. Supply and installation of concrete reinforcing steel as required. 5. Form work as required for new concrete work. 6. Form work installation for new stem walls and pilasters. 7. Templates as required for reinforcing steel. 8. Installation of embeds in concrete (supplied by others). 9. Place and finish building pad foundations for (5) 72'x40' modulers with pedestals and poured in place stem walls. 10. Place and finish concrete for new 2" gopher slab. 11. Concrete work for vents. 12. Installation of new concrete paving per note 3 on C3.01 and C3.02. 13. Installation of curb and gutter per note on C3.01 and C3.02 14. Installation of mow curb strip per note 10 on sheet C3.01 and C3.02. 15. Installation of control and expansion joints as required in new concrete. 16. Curing of new concrete as required. 17. Concrete pump placement as required for or scope of work. 18. Supply and removal of concrete washout boxes as required for our scope of work. 19. Stockpile of earth spoils onsite (no more than 100' from excavation site). 	716,540
14	Site Retaining Wall	18,900
15	Site Concrete and AC Paving	286,630
16	Metal Fabrication (Drinking Fountain Handrails and rail sleeve embeds)	6,900
17	Misc. Carpentry	16,000
18	Joint Sealants	2,500
19	Painting, Coatings & Wall Coverings	0
20	Signage (ADA Signs)	8,465

#	Description	Estimate
	Plumbing Current Storm Gate Vault and Sump Pump Costs - \$275,207 Deleted from project scope	
	• Domestic water piping systems	
	• Sanitary waste system	
	• Storm water system	
	• Excavation backfill and compaction of plumbing trenches	
	• Plumbing connections to all 5 modular buildings	
	• One 24" precast concrete catch basin	
	• Three 36" precast concrete catch basins	
	• One 12" Nyoplast drain basin	
	• Three 18" Nyoplast drain basins	
	• Chlorination of new domestic water piping system	
21	Sump pump and Vault	434,478
22	Deleted	Deleted
23	HVAC	By Modular
24	Electrical	402,917
25	Electrical trench patch	in AC paving
26	Fire Alarm Comm & Low Voltage	in Electrical
	Contractor Contingencies	
27	Landscape/ Irrigation repairs	15,000
28	Prevailing Wage for Trucking	14,440
29	Misc concrete/ AC paving patch	13,000
	Allowances	
30	Existing utility relocation	10,000
31	Design Errors and omissions	0
32	Export Contaminated soils	0
33	Misc Specialties	0
34	SUBTOTAL	3,187,156
35	OVERHEAD & PROFIT	159,358
36	INSURANCE	83,663
37	BOND	32,244
\$	Construction Document Estimate Total:	3,462,420

Guaranteed Maximum Price TOTAL: \$3,462,000
Sublease Fee TOTAL: \$177,067

OSD AGREEMENT #22-238

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Seventeenth (17th) day of May, 2023, 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, Incorporated which is a contractor licensed by the State of California, with its principal place of business at 5811 Olivas Park Drive, Suite 204, Ventura, CA 93003 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Driffill Elementary School, located at 910 South E Street, Oxnard, CA 93030 (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

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amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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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 TBD (\$XX,XXX,XXX.XX). The GMP consists of (1) a Preconstruction Fee in the amount of **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cent (\$27,870.00)**. (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 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 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 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

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from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

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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.

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- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District

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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

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by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its

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principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager 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. The Project Manager is not an exclusive position and does not preclude any other parallel assignment within or outside the District.
- 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.

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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

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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

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materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
 - (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

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SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

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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, Incorporated
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003
Attn: Michael T. Viola, President/CEO

If to the District:

Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attn: Dr. Karling Aguilera-Fort, Superintendent

With A copy to:

Emilio Flores, CBO
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

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.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

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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.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

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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.

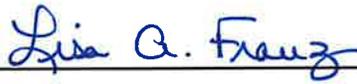
CONTRACTOR

THE DISTRICT

Viola, Incorporated

Oxnard School District,
A California school district

By: 
Title: PRESIDENT / CEO
Date: 5-8-2023


Director, Purchasing
5-18-2023

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

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OXNARD SCHOOL DISTRICT

Driffill K-8 New Transitional Kindergarten Facilities Project

CONSTRUCTION SERVICES AGREEMENT

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EXHIBIT B

**Oxnard School District – Drifill New PK, TK
and Kindergarten Classroom Project
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 **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cents (\$27,870.00)** 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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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

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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 specification 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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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

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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.

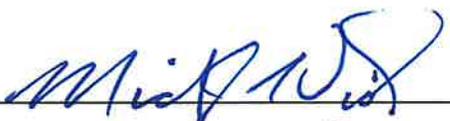
A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this 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.

CONTRACTOR

Viola, Incorporated

By: 

Title: PRESIDENT / CEO

Date: 5-8-2023

THE DISTRICT

Oxnard School District,
a California school district

By: 

Title: Director, Purchasing

Date: 5-18-2023

**SITE LEASE
AGREEMENT #23-167**

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 18th day of October, 2023, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as lessor, and Viola Inc. with its principal place of business at 5811 Olivas Park Drive, Suite 204, Ventura CA 93003(hereinafter referred to as "Contractor") as lessee.

RECITALS

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") situated at Drifill Elementary School,910 South E Street, Oxnard, CA 93030, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

SECTION 1. Site Lease

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

SECTION 2. Term

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

(a) The District has good title to the Site.

(b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i)

SITE LEASE AGREEMENT

liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim or any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).

(c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.

(d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.

(e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.

(f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(g) To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not

SITE LEASE AGREEMENT

now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

(e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance

SITE LEASE AGREEMENT

with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Rental

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar (\$1.00) for the duration of the rental, this payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

SECTION 6. Purpose

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

SECTION 7. Termination

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

SECTION 8. Quiet Enjoyment

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

SECTION 9. No Liens

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

SITE LEASE AGREEMENT

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

SECTION 10. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

SECTION 11. Assignment and Subleasing

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 12. No Waste

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 13. Default

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

SECTION 14. Eminent Domain

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

SECTION 15. Taxes

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

SECTION 16. Severability

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason

SITE LEASE AGREEMENT

whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 17. Notices

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola Inc.
Patrick Waid
5811 Olivas Park Drive Suite 204
Ventura, CA 93003

If to the District:

Oxnard School District
1051 S A Street
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Interim Superintendent

With a copy to:

Michael Brewer,
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 18. Construction Services Agreement and Sublease

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

SITE LEASE AGREEMENT

SECTION 19. Binding Effect

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

SECTION 20. Entire Agreement

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

SECTION 21. Execution in Counterparts

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

SECTION 22. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

SECTION 23. Applicable Law

This Site Lease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 24. Headings

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 25. Time

Time is of the essence in this Site Lease and each and all of its provisions.

SITE LEASE AGREEMENT

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

CONTRACTOR
Viola Inc.

THE DISTRICT
Oxnard School District

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date:

SUBLEASE AGREEMENT #23-168

This Sublease (hereinafter referred to as the "Sublease") is entered into this 18th day of October, 2023, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as sub-lessee, and Viola Inc., with its principal place of business at 5811 Olivas Park Drive, Suite 204, Ventura, CA 93003 (hereinafter referred to as "Contractor") as sub-lessor.

RECITALS

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated the date hereof (the "Project") situated at Drifill Elementary School, , 910 South E Street, Oxnard, CA 93030 within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

SECTION 1. Sublease

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

SECTION 2. Term

(a) The term of the Sublease (the "Term") shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:

- (1) The date the District takes beneficial occupancy of the final phase of the Project; or
 - (2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.
- (b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:
- (1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or
 - (2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or
 - (3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

- (a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.
- (b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.
- (c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.
- (d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.
- (e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Sublease.

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.

(f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.

(g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Construction/Acquisition

(a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this

Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

SECTION 6. Payments

(a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.

(c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

SECTION 7. Fair Rental Value

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.

SECTION 8. Sublease Abatement

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of

possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 9. Use of Site and Project

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

SECTION 10. Contractor's Inspection/Access to Site

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

SECTION 11. Project Acceptance

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in

accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 12. Alterations and Attachments

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

SECTION 13. Physical Damage; Public Liability Insurance

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement

SECTION 14. Taxes

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

SECTION 15. Events of Default

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

SECTION 16. Remedies on Default

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

SECTION 17. Non-Waiver

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 18. Assignment

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 19. Ownership

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

SECTION 20. Sublease Prepayments/Purchase Option

(a) Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor; (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.

(1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:

(A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.

(B) Contractor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's

Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments (“retention”) made at Contractor’s request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.

(b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor’s interest in the Project. Following the closing of the District’s purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

SECTION 21. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

SECTION 22. Construction Services Agreement and Site Lease

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

SECTION 23. Severability

If any one or more of the terms, covenants or conditions of this Sublease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Sublease shall be affected thereby, and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 24. Entire Agreement

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. Notices

Any notices or filings required to be given or made under this Sublease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola Inc.
Patrick Waid
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003

If to the District:

Oxnard School District
1051 S A Street
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Interim Superintendent

With a copy to:

Michael Brewer
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 26. Titles

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

SECTION 27. Time

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 28. Applicable Law

This Sublease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the

Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. Execution in Counterparts

This Sublease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

SECTION 30. District Insurance

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Sublease effective as of the date first above written.

CONTRACTOR

THE DISTRICT

Viola Inc.

Oxnard School District,
a California school district

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PAYMENT PROVISIONS

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Tenant Improvement Payments in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in the amount of \$1.00 per month. The Sublease payments shall be consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and continue for a total of one (1) month.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 18, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-122 – Mindset Academy by SWEAT III (Fox/Ordaz)

Mindset Academy by Sweat III will provide training on student mindset development, student engagement and emotional intelligence to staff, students, and parents. The goal of this training is to help student development in social emotional, student voice and character development, as well as improve school culture and climate. The training will occur during 14 days, including one kick off assembly and 8 workshops for students, 3 sessions for staff, and 3 sessions for parents.

Term of Agreement: October 19, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$50,400.00 – Title 1 (\$45,000.00) & Supplemental Concentration (\$5,400.00)

RECOMMENDATION:

It is the recommendation of the Principal, Curren School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-122 with Mindset Academy by SWEAT III.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-122- Mindset Academy by SWEAT III \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

Proposal of Services between MINDSET ACADEMY by SWEAT III and
Bernice Curren K-8 School

This proposal specifies the expectations of the partnership between Bernice Curren k-8 School and MINDSET ACADEMY by SWEAT III 408 4TH St West Sacramento, CA 95605. The partnership takes effect upon approval through May 2024

Student Assembly/ Mindset Academy Workshops

The focus of these sessions will be mindset development, student engagement and emotional intelligence.

- SEL
- PBIS
- STUDENT VOICE
- CHARACTER DEVELOPMENT

Staff workshops

- 3 staff sessions
- Building Culture
- Personal & Professional Development

Student Workshops

- Group Tier 1 workshops
- 1 on 1 Tier 2 Behavior Intervention
- Provide Materials
- Organize Structured Activities & Exercises

Parent Workshops

- 3 parent workshops
- Goal Setting
- SEL, Parent Engagement & Involvement

Mindset Academy by SWEAT III will provide training and student development through an assembly and workshops

Responsibilities of Contractor:

Mindset Academy by SWEAT III

- Facilitate Training
- Workshop/ Assembly for students
- Provide tools and strategies for staff, parents and students
- 14 days or service total
- Materials and Travel

Responsibilities of Bernice Curren K-8 School

- Secure the amount of \$50,400.00
 - Will be invoiced in 2 amounts of \$25,200.00
- Services will be provided upon approval through May 2024

Signatures:

Mindset Academy Program Representativ

Date: 8/24/2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 18, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-123 – Mindset Academy by SWEAT III (Fox/Anguiano)

Mindset Academy by Sweat III will facilitate enrichment programs, camp workshops, and provide tools for students on 9 days during the 2023-2024 school year.

Term of Agreement: October 19, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$50,500.00 – Title 3

RECOMMENDATION:

It is the recommendation of the Principal, Chavez School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-123 with Mindset Academy by SWEAT III.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-123, Mindset Academy by SWEAT III \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date
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Oxnard School District

Director, Purchasing	Signature	Date
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Proposal of services between MINDSET ACADEMY by SWEAT III and
Cesar E. Chavez Elementary School

This proposal specifies the expectations of the partnership between Cesar E. Chavez Elementary School and MINDSET ACADEMY by SWEAT III 408 4TH St West Sacramento, CA 95605. The partnership takes effect upon approval through May 2024

Student Assembly/ Mindset Academy Workshops

The focus of these sessions will be mindset development, student engagement and emotional intelligence.

- SEL
- PBIS
- STUDENT VOICE
- CHARACTER DEVELOPMENT

Student Workshops

- Group Tier 1 workshops
- 1 on 1 Tier 2 Behavior Intervention
- Provide Materials
- Organize Structured Activities & Exercises

Parent Workshops

- **5 Parent workshops**
- Goal Setting
- SEL, Parent Engagement & Involvement

Mindset Academy by SWEAT III will provide training and student development through an assembly and workshops

Responsibilities of Contractor:

Mindset Academy by SWEAT III

- Facilitate Training
- Workshop/ Assembly for students
- Provide tools and strategies for staff, parents and students
- 12 days or service total
- Materials and Travel

Responsibilities of Cesar E. Chavez Elementary School

- Secure the amount of \$26,500.00
- Will be invoiced in 2 amounts of \$13,250.00
Services will be provided upon approval through May 2024

Spring Camp Program (2023-2024)

Digital Literacy (Gemini Digital Design Program)

- Provide One lead facilitator
- Facilitate Lessons
- Organize group projects
- 9 days of service

Wellness & Fitness (SWEAT ATHLETICS)

- Provide One lead facilitator
- Facilitate Lessons
- Organize fitness and wellness structured activities
- Provide Materials and Equipment
- 9 days of service

Character Building & SEL Development (Mindset Academy Series)

- Provide One lead facilitator
- Facilitate Lessons
- Organize SEL activities
- Provide Materials and Equipment
- 9 days of service

Mindset Academy by SWEAT III will provide training and student development through an assembly and workshops

Responsibilities of Contractor:
Mindset Academy by SWEAT III

- Facilitate 3 enrichment programs
- Camp / Workshop
- Provide tools for students
- 9 days
- Materials and Travel

Responsibilities of Cesar E. Chavez Elementary School

- Secure the amount of \$24,000.00
 - Will be invoiced in 1 amount of \$24,000.00
- Services will be provided upon approval through April 5th 2024

Combined Total amount for all services will be \$50,500.00 for the 2023-2024 school year

Signatures:



Mindset Academy Program Representative

Date: 8/24/2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 18, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-132, Salus Campus Safety Solutions (Fox/Nocero)

Salus Campus Safety Solutions will provide professional development, training, and informational sessions on school safety to all Oxnard School District campuses including San Miguel and James Foster Schools, for the 2023-2024 school year.

Term of Agreement: October 19, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed: \$90,000.00- Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-132 with Salus Campus Safety Solutions.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-132, Salus Campus Safety Solutions \(4 Pages\)](#)
[Scope of Work \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



2362 North Oxnard Blvd. Suite 202 Oxnard, CA 93036
info@salussafetysolutions.org

SCOPE OF WORK

Timeframe

Under the guidance and directive of Oxnard School District's administration, Salus LLC will provide services beginning August 1, 2023 to June 30, 2024.

Description of Services

Salus will provide 1) professional development and training, 2) informational sessions, and 3) school site visits and reporting on School Safety for all campuses located within the Oxnard School District. This includes the 22 schools in addition to San Miguel Preschool and James Foster School.

1. Professional Development and Training

Salus will provide district-wide School Safety professional development/training on the following:

- Campus Supervision 101: Creating and Maintaining a Positive School Culture
 - Classified Staff
 - Certificated Staff
 - Administration
 - After School Program staff
- Campus Supervision Refresher - Mid-year
 - Classified Staff
- School-Wide Safety Drills and Emergency Procedures
 - All campus staff
 - School Resource Officer, if available
- Any Oxnard School District requested Professional Development and/or Training

2. Informational Sessions

Salus will provide district-wide informational sessions for students and parents on the following:

- Site Safety Protocols
- Communicating with Law Enforcement
- Drug Awareness
- Social Media
- Customized presentations for identified student populations (i.e. incoming middle school students, 8th grade students to high school, etc)
- Any Oxnard School District requested informational session



2362 North Oxnard Blvd. Suite 202 Oxnard, CA 93036
info@salussafetysolutions.org

3. School Site Visits and Reporting

Salus will provide:

- Monthly site visits with school staff and administration, to ensure responsibilities are understood, provide feedback, cycle of improvement
- Biannual reports to share site visit feedback during the scope of work to best support school safety for OSD staff members.

Billing Rate

Hourly rate: \$200

Total Cost: \$90,000

Service	Details	Estimate
Professional Development and Training		\$40,000
Informational Sessions		\$25,000
School Site Visits		\$20,000
Reporting		\$5,000
		\$90,000

Invoicing

Salus LLC will invoice monthly. Invoice will include school site, contact, date, time, and meeting length. Please make checks payable to **Salus, LLC**.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 18, 2023

Agenda Section: Section C: Special Education Agreement

**Approval of Agreement #23-141 – Dr. Olvera Psychology, Professional Corporation
(DeGenna/Jefferson)**

Dr. Pedro Olvera will provide psychological and educational consulting services for the Special Education Department during the 2023-2024 academic year.

Term of Agreement: October 19, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$18,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees approve Agreement #23-141 with Dr. Olvera Psychology, Professional Corporation.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-141, Dr. Olvera Psychology \(15 Pages\)](#)
[Rate Sheet \(3 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20_____
by and between Oxnard School District (hereinafter referred to as “District”) and _____,
(hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage: **[delete those not applicable]**

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Send invoices to accountspayable@oxnardsd.org and cgaribay@oxnardsd.org
Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

Dr. Pedro Olvera, LEP#2975
dr.pedro.olvera@gmail.com
www.drolverapsych.com
714-609-3806
2023-2024
Fee Schedule

Type of Assessment (IEE)	Components Exhibit A	Cost Exhibit B
SLD/Dyslexia	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1500/00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$5,500.00 (CAP)
ADHD	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1,500.00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Parent/Teacher Surveys- \$500.00 (Questionnaires) <ul style="list-style-type: none"> o Social Emotional/Behavioral o Executive Functioning/ADHD ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$5,500.00 (CAP)
Emotional Disturbance (ED)	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1,500.00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Parent/Teacher Surveys- \$500.00 (Questionnaires) <ul style="list-style-type: none"> o Social Emotional/Behavioral (Personality) o Executive Functioning o Clinical Interview ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$5,500.00 (CAP)

Dr. Pedro Olvera, LEP#2975

dr.pedro.olvera@gmail.com

www.drolverapsych.com

714-609-3806

Type of Assessment (IEE)	Components Exhibit A	Cost Exhibit B
Autism	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1,500.00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Parent/Teacher Surveys- \$500.00 (Questionnaires) <ul style="list-style-type: none"> o Autism Scale o Executive Functioning o Clinical Interview o ADOS ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$5,500.00 (CAP)
Intellectual Disability	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1,500.00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Adaptive Behavior= \$400.00 ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$5,500.00 (CAP)
ERMHS	<ul style="list-style-type: none"> ✓ Parent/Teacher Surveys- \$1900.00 <ul style="list-style-type: none"> o Social Emotional (Broad) o Social Emotional (Narrow) o Executive Functioning o Clinical Interview ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 ✓ Bilingual (\$500.00) 	Total = \$2,500.00 (CAP) Bilingual = \$2,500.00 (CAP)
Transition Assessment	<ul style="list-style-type: none"> ✓ Parent Interview ✓ Record Reviews ✓ Classroom observation ✓ Teacher Interview ✓ Report Writing & IEP time 	Total = \$2000.00

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Type of Assessment (IEE)	Components Exhibit A	Cost Exhibit B
Functional Behavior Assessment (FBA)/Behavior Intervention Plan (BIP)	<ul style="list-style-type: none">✓ Parent Interview✓ Record Reviews✓ Classroom observation✓ Teacher Interview✓ Report Writing & IEP time	Total= \$2000.00
Special Circumstance Instructional Assistant (SCIA) Assessment	<ul style="list-style-type: none">✓ Parent Interview✓ Record Reviews✓ Classroom observation(s)✓ Teacher Interview✓ Report Writing & IEP time	Total= \$2000.00
District Training	<ul style="list-style-type: none">✓ Preparation✓ Presentation✓ Travel (within two hours)	3 Hours= \$1500.00 6 Hours= \$2400.00
Consulation	<ul style="list-style-type: none">✓ ELL Assessment	\$150.00 per hour

**Other fees may apply given travel, urgency, and uniqueness of each case.*

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 18, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Construction Services Agreement #23-158 with Viola Inc. for Preconstruction Services at the Fremont Middle School Reconstruction Project (Mitchell/Miller/CFW)

The Fremont Middle School Reconstruction Project consists of a complete reconstruction of the Fremont campus with an entirely new set of facilities, built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. The proposed phased build-out of the school will incorporate the existing and projected enrollment of approximately 750 students at the site and the need to design the facility in such a manner that a subsequent phase to accommodate increased enrollment, if needed, would only require the construction of additional classrooms.

On May 5, 2023, the Oxnard School District (District) released a Request for Proposal and qualifications for Lease Lease-back construction services from the District's pool of prequalified firms for Lease Lease-back services for the Reconstruction of Fremont Middle School. CFW reviewed all the RFP responses and conducted interviews with 5 responsive prequalified Lease Leaseback contractors on July 14th, 2023 with District Administration.

After review and the interview process, based on qualifications, successfully completed past projects for Oxnard School District, and preliminary budget numbers it is recommended that the Oxnard School District Board of Trustees approve the Lease Leaseback Construction Services Agreement with Viola Inc.

FISCAL IMPACT:

\$167,970.00 to be funded by 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 Agreement #23-158 with Viola Inc. for Preconstruction Services for the Fremont Middle School Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-158, Viola Inc. \(24 Pages\)](#)

[Proposal - Viola Inc. \(23 Pages\)](#)

OSD AGREEMENT #23-158

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 18th day of October, 2023, 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. which is a contractor licensed by the State of California, with its principal place of business at 5811 Olivias Park Drive, Suite 204, Ventura, CA 93003 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Fremont Middle School located at 1130 N. M Street, Oxnard, CA 93030 (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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OXNARD SCHOOL DISTRICT

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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

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amended, which is incorporated herein (the “General Conditions”), and the Construction Documents. The term “Contract Documents” shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term “Guaranteed Maximum Price” or “GMP” as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term “Preconstruction Services” as used in this agreement means to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term “Project” shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term “Project Manual” shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term “Site” as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term “Site Lease” as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term “Specifications” shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term “Sublease” as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term “Sublease Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term “Tenant Improvement Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. **CONTRACTOR’S DUTIES AND STATUS**

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. **ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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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 TBD (\$XX,XXX,XXX.XX). The GMP consists of (1) a Preconstruction Fee in the amount of **One Hundred Sixty Seven Thousand Nine Hundred Seventy Dollars and No Cents**, (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 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 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 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

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from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice

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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.

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- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage (“Vandalism”) which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project’s design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District

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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

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impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if

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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 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. The Project Manager is not an exclusive position and does not preclude any other parallel assignment within or outside the District.
- 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.

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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

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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

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materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

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SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

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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, Incorporated
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003
Attn: Michael T. Viola, President/CEO

If to the District:

Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Interim Superintendent

With A copy to:

Emilio Flores, CEO
Caldwell Flores Winters, Inc.
5163 Harbor Bay Parkway
Alameda, CA 94502

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.

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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

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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

THE DISTRICT

Viola Inc.

Oxnard School District,
a California School District

Signature

Signature

Name/Title

Lisa A. Franz, Director, Purchasing

Name/Title

Date

Date

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

EXHIBIT B

Oxnard School District – Fremont Middle

School Reconstruction Project

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 **One Hundred Sixty-Seven Thousand Nine Hundred Seventy Dollars and No Cents (\$167,970.00)** 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 specification 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.

- 23 -

OSD AGREEMENT #23-158

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.

CONTRACTOR

Viola Incorporated

By: _____

Title: _____

Date: _____

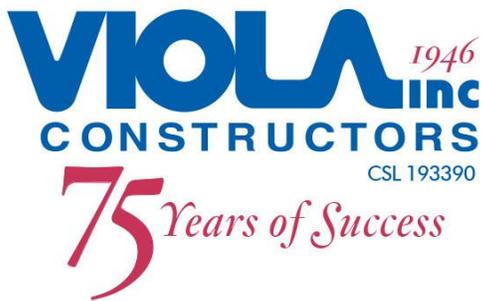
THE DISTRICT

Oxnard School District,
a California school district

By: _____

Title: Director, Purchasing

Date: _____



RFQ/P Response for Lease Lease-Back Preconstruction and Construction Services Fremont Middle School Reconstruction Project

Permanent CRs:	35
Portables:	11
Total:	46
Parking Spaces:	80
Acreage:	24.33

Key	
	Perm. Classroom
	Portables
	Administration
	Parking



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Oxnard School District

Conceptual Understanding & Executive Summary

Viola Incorporated is pleased and excited to focus its resources on Fremont Middle School Reconstruction Project for the Oxnard School District. In the absence of more defined Conceptual Documents, actual cost of construction from recently completed modular classrooms as well as conventional construction school projects at Camarillo Special Education, Rio Mesa and Channel Islands HVAC upgrades have been utilized for square footage estimates and configuration. Each of these projects included demolition/earthwork and grading requirements, reinforced cast-in-place concrete raised foundations, structural framing, all associated finishes, 21st century upgrades and AV systems, underground utilities, site paving, fire alarm, security, and communication systems, as well as new playground equipment and surfacing. Although the geotechnical recommendations will change the structural engineering requirements of the earthwork and foundation work, our estimates are conservative. Accuracy will improve with the earthwork recommendations based on the proposed foundation design and choice of modular and conventional construction design. We believe that it is critical to the success of the project to have firsthand knowledge of the existing conditions on site. Therefore, Viola personnel will be involved in identifying alternative design options to avoid conflicts in civil elevations of existing utilities, their targeted points of connection, proposed finish surface elevations relative to existing grades, structures, and accessibility requirements. The hygienic suitability of existing soil as well as its load bearing capacity will be evaluated with appropriate recommendations. These preconstruction efforts have proven to mitigate potential construction costs and delays.

The Conceptual Estimate is based on over-excavation of building pads to a depth of 5 feet below finish grade, continuous footings and grade beams; domestic water and sewer are to connect with the nearest viable point of connection, electrical power and communication interface is assumed to come from the nearest existing panel which will be examined for adequacy. All walkways are to comply with City Standard 4" PCC sidewalk design, playground equipment and surfacing is based on recently installed kinder structures and materials. The conceptual estimate does not include costs associated with the possible purchase or placement of modular classroom structures or their furnishings and finishes. If utilized Modular Classrooms are assumed to be turnkey for occupancy by the manufacturer.

Viola Incorporated is an Institutional Construction Specialist headquartered in Ventura County for 77 years, 100% family owned and managed for three generations. It has established a reputation for quality construction earned and protected by a Team of employees, subcontractors and suppliers who take pride in their work and interact on a collaborative approach to building successful projects, one by one year after year. We believe that an investment in the education of our youth strengthens our communities and as civic leaders, we accept the long-term responsibility to cultivate and sustain the educational infrastructure of every School District we work with throughout Southern California.

Driffill Elementary School Oxnard School District GMP in Progress

PK/K/TK Modular Buildings 1051 South A Street, Oxnard

Owner Contact: Lisa Franz (805) 385-1501 x2410

Architect: Flewelling and Moody

Preconstruction Budget: \$27,870

Construction of 5 modular buildings which include student and staff restrooms and hi-lo drinking fountains. New PK and Kindergarten playground. New play structure with rubberized surfacing and shade structure. Site work includes re-grading of site with new asphalt paving, new concrete walkway, and new fences and gates.

Rio Mesa High School Oxnard Union High School District \$19.8 million

New HVAC Modernization 1800 Solar Drive, Oxnard, CA

Owner Contact: Brittany Villasenor (805) 385-2518

Architect: Flewelling and Moody

Demolition of existing interior and exterior finishes for implementation of new HVAC systems and the replacement of all finishes as noted. Scope includes overhead piping, ductwork, electrical, controls, fire alarm systems, modifications and commissioning, etc. Scope completed, including closeout, in phases per exhibits including schedules.

Channel Islands High School Oxnard Union High School District \$11.9 million

HVAC Modernization Phases 1&2 1800 Solar Drive, Oxnard, CA

Owner Contact: Brittany Villasenor (805) 385-2518

Architect: Flewelling and Moody

New HVAC installation for three classroom buildings and renovation of finishes of 48 classrooms. Including HVAC equipment yards, aluminum storefront systems, and campus wide electrical infrastructure installation.

Camarillo Special Education School Ventura County Office of Education \$15.7 million

5250 Adolfo Rd, Camarillo, CA

Owner Contact: David Fateh (805) 383-1943

Architect: DC Architects

New school campus, including a 30,275 SF new ground up two story classroom and administration building consisting of structural wood framing, structural steel canopies, and 21st century enhancements; site construction including two playgrounds, two shade structures, basketball court, turf, bus drop off lane w/ zero curb face; offsite construction including new deceleration lane, sidewalk, and street repaving.

Lamont Elementary School New Construction & Modernization Project

Lamont School District \$2.9 million
7915 Burgundy Ave, Lamont, CA

Owner Contact: Eric Brock (661) 201-6504

Architect: Perkins Eastman

Preconstruction Budget: \$65,208

GMP: \$2,457,342

Contingency: \$0

Allowance: \$81,420

Allowance returned to District: \$33,077.99

Modernization of original campus including a kindergarten classroom building consisting of eight classrooms. Removal of eight portables from the Northern part of campus and six from the Southern. Construction of a dedicated kindergarten play area. And construction of two general purpose classrooms.

Alicante Elementary School New Construction & Modernization Project

Lamont School District \$2.8 million
7915 Burgundy Ave, Lamont, CA

Owner Contact: Eric Brock (661) 201-6504

Architect: IBI Group

Preconstruction Budget: \$63,486

GMP: \$2,387,363

Contingency: \$0

Allowance: \$309,385.69

Modernization of original campus including a kindergarten classroom building consisting of 7 classrooms. Construction of a dedicated kindergarten play area, fences and gates, utility improvements, and landscaping.

Myrtle Avenue Elementary School New Construction & Modernization Project

Lamont School District \$3.1 million
7915 Burgundy Ave, Lamont, CA

Owner Contact: Eric Brock (661) 201-6504

Architect: Perkins Eastman

Preconstruction Budget: \$74,696

GMP: \$2,655,629

Contingency: \$64,525

Allowance: \$175,568

Removal of 3 portables, 1 maintenance shed, and playfield equipment. New construction 2 modular kindergarten classroom buildings consisting of 5 classrooms. New construction of 2 modular general classroom buildings including 6 classrooms. Site improvements include new parent drop off for kindergarten, kindergarten playground, shade structure, fencing, gates, and landscaping.

New S.T.E.M. Academy School Project Lamont School District \$12 million

Owner Contact: Eric Brock (661) 201-6504 7915 Burgundy Ave, Lamont, CA

Architect: Perkins Eastman

Preconstruction Budget: \$76,136

GMP: In Progress

Contingency: In Progress

Allowance: In Progress

Construction of a STEM Academy School on a 19-acre site. Project includes parking lot and drop off loop, two classrooms for each grade level, student and staff restrooms, utilities, a library media center, administrative offices, interim kitchen and eating area, a kindergarten play area, and hardcourt and playfields. All facilities are modular construction and include 21st Century upgrades.

Norman R Brekke Elementary School Oxnard School District \$782,815

Kindergarten Flex Classroom Building 1051 South A St, Oxnard, CA

Owner Contact: Lisa Franz (805) 385-1501 x2410

Preconstruction Budget: \$5,288

GMP: \$737,009

Contingency: \$20,000

Allowance: \$82,715

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Concrete foundation for modular building. Installation of low voltage and fire alarm system including connection to existing campus system.

Christa McAuliffe Elementary School Oxnard School District \$1.2 million

Kindergarten Flex Classroom Building 1051 South A St, Oxnard, CA

Owner Contact: Lisa Franz (805) 385-1501 x2410

Preconstruction Budget: \$5,288

GMP: \$799,169

Contingency: \$20,000

Allowance: \$56,740

Allowance returned to District: \$7,445

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Concrete foundation for modular building. Installation of low voltage and fire alarm system including connection to existing campus system.



Emilie Ritchen Elementary School Oxnard School District \$1.3 million
Kindergarten Flex Classroom Building 1051 South A St, Oxnard, CA

Owner Contact: Lisa Franz (805) 385-1501 x2410

Preconstruction Budget: \$5,288

GMP: \$745,144

Contingency: \$20,000

Allowance: \$56,740

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Concrete foundation for modular building. Installation of low voltage and fire alarm system including connection to existing campus system.

Ramona Elementary School Oxnard School District \$822,488
Kindergarten Flex Classroom Building 1051 South A St, Oxnard, CA

Owner Contact: Lisa Franz (805) 385-1501 x2410

Architect: Flewelling & Moody

Preconstruction Budget: \$5,288

GMP: \$834,200

Contingency: \$20,000

Allowance: \$101,569

Allowance returned to District: \$11,711

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Concrete foundation for modular building. Installation of low voltage and fire alarm system including connection to existing campus system.

B. Project Team

Michael Viola, CEO

University of Southern California – BA in Business Psychology
Stanford University – MS in Construction Engineering

A second-generation General Contractor earned an MS in Construction Engineering-Management from Stanford University, a BA in Business Psychology from USC, and is a certificated Journeyman Carpenter. A 25-year veteran CEO began his career spanning six decades as a union carpenter after securing a college education, as the only real way to know what is required to be a builder. Many years were spent on site building commercial, industrial and institutional facilities, including hospitals, libraries, and university buildings. As CEO, over \$250 Million in K-12, community college and university work product has been successfully delivered to public and private clientele throughout Southern California.

Patrick Waid, Director of Lease-Lease Back Operations

Member of Carpenter Union Local 805 | Director of LLB Operations | OSHA 10-Hour Certification

Viola’s field Operations Manager for many of the past 20 years of his tenure with Viola, Inc. He is experienced in all phases of construction from the preconstruction activities to scope review, subcontract negotiation/execution, strategic site planning, monitoring of project costs and scheduling. With his experience as a lead carpenter and jobsite Superintendent, he has developed practical negotiating skills and problem-solving abilities, using them to settle disagreements quickly and complete projects on-time and on-budget.

Relevant Project Experience:

- New STEM Academy School **LLB** (2021-2023) \$12M
- Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) \$3.1M
- Alicante Elementary School New Construction & Modernization **LLB** (2020-2022) \$2.8M
- Lamont Elementary School New Construction & Modernization **LLB** (2020-2022) \$2.9M
- Ramona Elementary School Kinderflex **LLB** (2017-2019) \$822k
- Ritchen Elementary School Kinderflex **LLB** (2017-2019) \$1.3M
- McAuliffe Elementary School Kinderflex **LLB** (2017-2019) \$1.2M
- Brekke Elementary School Kinderflex **LLB** (2017-2018) \$755k
- Ventura College Bldg G Theater Renovation (2011-2012) \$9.9M
- Moorpark College Health Science (2009 – 2010) \$16M
- Moorpark College Academic Center (2009-2010) \$18.3M
- UCSB Recreation Center (2004-2005) \$12.2M
- Edison Elementary School (2002) \$22M

Rick Canchola, Quality Control Manager

Member of Carpenter Union Local 805 | OSHA 30-Hour Certification

Rick, a resident of Simi Valley, is a seasoned Quality Control Manager who spent the majority of his 41+ year career as a Superintendent overseeing heavy and general public works construction. In addition to his vast field knowledge, his excellent communication skills allow him to address and resolve potential issues well in advance of project impact, all while maintaining a great relationship with any users of occupied spaces around the construction site.

Relevant Project Experience:

- Rio Mesa High School Modernization (2021-2023) \$18.2M
- Camarillo Special Education School (2018-2020) \$15.6M
- UCSB Seawater Lab (2017-2018) \$1.7M
- Santa Barbara Children’s Library (2015) \$1.3M
- Oak Park High School Modernize Science Classrooms (2011) \$1M
- Moorpark College Health Science (2009 – 2010) \$16M
- San Marcos High School Aquatic Facility (2008) for Sharma General Engineering
- Oaks Christian High School for Merco Construction Engineers
- Westlake High School Aquatic Facility for Merco Construction Engineers
- Rio Mesa High School Aquatic Facility for Merco Construction Engineers
- USC Medical Center for Merco Construction Engineers
- UCLA Acosta Center for Merco Construction Engineers

Nick Shipp, Project Manager

OSHA 10-Hour Certification in Construction Safety and Health

Nick has 20+ years in the industry, from trades to project management, and brings a ‘can do’ attitude to any jobsite he is a part of. While tackling all issues on a project, he also builds excellent relationships with the clients that has built trust and lead to many repeat clients. His recent work with the Oxnard Union High School District has proven to their stakeholders that there isn’t a challenge that can’t be overcome.

Relevant Project Experience:

- Channel Islands High School Modernization Phases 1&2 (2021-2022) \$11M
- Rio Mesa High School Modernization (2021-2023) \$18.2M
- Boys and Girls Club at Redwood Middle School (2018-2019) \$2.5M
- UCSB Bio II Stem Cell Research Laboratory (2011) \$2.9M
- Moorpark College Health Science (2009 – 2010) \$16M
- Ventura Veterans Home (2007-2010) \$22.9M
- Rio Rosales Elementary School (2007) \$10.6M

Mercy Urrea, Project Superintendent

Member of Carpenter Union Local 805 | OSHA 30-Hour Certification

Mercy is a union carpenter with vast network experience with local unions in the Tri-County area and field foreman experience through the concrete and framing trades. As the Regional Manager for the local carpenters union, he maintained contractor relationships, including negotiating union contracts and collective bargaining agreements. He also organized community outreach and volunteer programs to encourage extracurricular involvement in the local community with union membership. His combination of field experience and community networking has proved valuable in maintaining and building strong relationships with the local subcontractors.

Relevant Project Experience:

Rio Mesa High School Modernization (2021-2023) \$18.2M

Robert Lomino, Project Engineer

Moorpark College

OSHA 10-Hour Certification in Construction Safety and Health | ACI Field Technician Grade I | APNGA Nuclear Gauge Safety and US DOT Hazmat | APNGA Radiation Safety Officer

Robert is an ambitious project engineer with a background as a deputy inspector. With three years of experience in the industry, he brings a quality control mentality when walking the jobsite and handing document control. His recent experience of working on an active campus modernization has allowed him to coordinate construction activities around the school schedule to ensure a smooth project.

Relevant Project Experience:

Rio Mesa High School Modernization (2021-2022) \$18.2M

Fillmore High School CTE Buildings for Construction Testing and Engineering South

Robert Viola, Project Manager/Safety Officer

California Polytechnic State University San Luis Obispo – BS in Construction Management

OSHA 30-Hour Certification in Construction Safety and Health

Robert is a third-generation member and has been working for Viola since he graduated from Cal Poly San Luis Obispo ten years ago with a bachelor's degree in Construction Management. He received the 30-hour OSHA certification and is Viola Inc's Custodian of Records for California DOJ information. He leads with an excellent sense of customer service, with a strong track record of completing projects on time while maintaining the level of quality our clients have come to expect. As a Project Manager, he completed a \$15.6 Million school for the Ventura

County Office of Education in 2020. As the Safety Officer, he currently oversees the safety programs of projects in Lamont School District and Oxnard Unified School District.

Relevant Project Experience:

- Channel Islands High School Modernization Phases 1&2 (2021-2022) \$11M
- Rio Mesa High School Modernization (2021-2022) \$18.2M
- Camarillo Special Education School (2018-2020) \$15.6M
- UCSB Seawater Lab (2017-2018) \$1.7M
- San Miguel Pre-School (2017) \$820k
- Santa Barbara Children’s Library (2015) \$1.3M

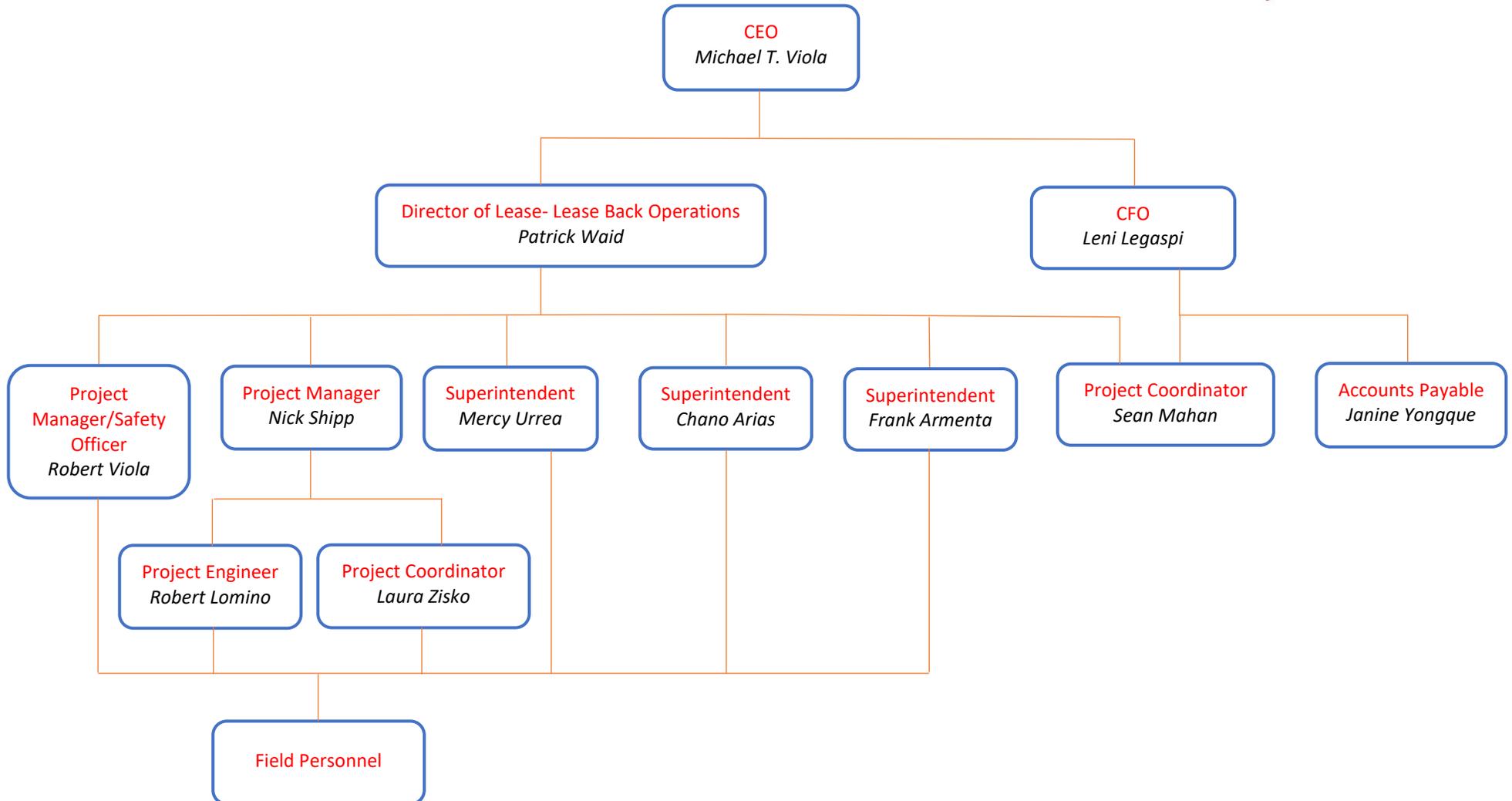
Sean Mahan, Project Coordinator

California State University Channel Islands – BS in History

Sean has five years of experience in the construction field, predominantly in school modernization through the lease-leaseback delivery method. He worked with kids for over ten years at the Conejo Recreation and Park District as well as the Chumash Indian Museum. Graduated from CSU Channel Islands with a bachelor’s degree in History. He works as the last line of defense to ensure the quality and comprehensiveness of all tasks with which he is involved.

Relevant Project Experience:

- Myrtle Elementary School New Construction & Modernization **LLB** (2021-2022) \$3.1M
- Alicante Elementary School New Construction & Modernization **LLB** (2021-2022) \$2.8M
- Lamont Elementary School New Construction & Modernization **LLB** (2021-2022) \$2.9M
- McKinna Elementary School Modernization **LLB** (2018-2019) for Caldwell Flores Winters
- Marshall Elementary School Modernization **LLB** (2017-2019) for CFW
- Elm Elementary School Modernization **LLB** (2017-2019) for CFW
- Lemonwood Elementary School Modernization **LLB** (2017-2019) for CFW
- Ramona Elementary School Kinderflex **LLB** (2017-2019) for CFW
- Ritchen Elementary School Kinderflex **LLB** (2017-2019) for CFW
- McAuliffe Elementary School Kinderflex **LLB** (2017-2019) for CFW
- Robla Elementary School Modernization **LLB** (2017-2019) for CFW
- Taylor Elementary School Modernization **LLB** (2017-2019) for CFW
- Brekke Elementary School Kinderflex **LLB** (2017-2018) for CFW



C. Project Management Details

Construction operations will be managed by our Project Superintendent. He will oversee project schedules, daily construction activities and public safety. His vast expertise enables him to resolve any and all construction issues within a timely manner, allowing the project to stay on schedule. Construction logistics such as change orders, budgets, subcontracts and other project documents will be handled by our Project Manager through the utilization of Procore. Bluebeam Revu is an end-to-end digital workflow and collaboration solution designed for the architecture, engineering and construction team. This software is implemented when there is a need to mark up or annotate plans and specifications that can in turn be shared with the entire team. The Project Manager's knowledge of advanced technology allows him to regulate the paperwork digitally and environmentally friendly.

Together, they efficiently create a schedule that works best for the project. The Project Manager knows what the "ready work" will be while the Superintendent knows when the work will begin. Not only do they establish an efficient schedule, but a safe one. Risk management is achieved through a team effort. First, they would identify and assess the risk, giving priority to the high risk situations. The next step is to communicate and reduce these risks in an efficient way. Lastly, if action is needed to mitigate the risk, they delegate and execute accordingly.

Viola has been utilizing Procore for over five years on its private, public and lease-leaseback projects. All team members are Procore Certified and experienced in Procore's Project Management and Financial Management tools. Procore has proven to be a useful tool in the real time sharing of project information in an organized and user friendly manner to project stakeholders.

D. Safety Record / EMR

The safety of the public and our team is our number one priority. Our superintendent/project manager holds a weekly safety meeting throughout the duration of a project to ensure all of our subcontractors and team members are operating in a safe manner. Through the implementation of our Accident Illness and Prevention Plan and all OSHA standards and requirements, Viola maintains safe and productive conditions for all involved in the project.

EMR for current year: .76

EMR for 2020-2021: .78

EMR for 2019-2020: 1.15

E. Bonding Capacity

See attached exhibit

Fremont Middle School Reconstruction Project

F. Conceptual Plans

F1. Potential Construction Issues, Challenges and Proposed Solutions

Having recent experience in the construction of several portable to permanent classroom structures and conventional school construction on existing occupied campuses, Viola can identify key items that need to be addressed in the design phase. These items have the potential to cause significant delays in construction and completion phases. Key items are as follow:

1. Review of all site as-builts and record drawings showing existing structures, site boundaries, any and all existing underground utilities that may conflict with location of proposed structures.
2. Evaluation of completed Geotechnical report and any recommendations for earthwork, grading, and or soil stabilization.
3. Soil hygiene test reports indicating, if any, potential health hazards with existing soils, as found on other OSD sites.
4. A complete site survey documenting key elevations of existing structures and surrounding site work so that they can be coordinated with new structures and site plan.
5. General Contractor, District, Project Architect, Subcontractors and if involved Portable Classroom manufacturer must accept a collaborative approach to the sharing of current design intentions, site conditions, and scheduling considerations.
6. The site address is 1130 N M Street, Oxnard, California bordered by Glenwood Street, and N H Street. The location of the project will require access for: Heavy earthwork equipment, trucks providing import soils, access for concrete pumps and trucks, cranes for steel erection and loading of materials. Great care and coordination will be required these activities because they involve the vehicular and pedestrian access for students, parents and teachers.

F2, F3, F4 See attached exhibits

F5. Components of the Guaranteed Maximum Price

The components of the GMP are detailed within the Conceptual Estimate. They are without question subject to the considerations identified above in Construction Issues, Challenges and Solutions as well as with the implementation of Value Engineered recommendations and resolution of the constructibility issues identified throughout the Pre Construction Phase.

Overhead, General Conditions, Markups, Insurance, Bonds and Fees are as included in the Conceptual Estimate Summary, but are repeated here for clarity:

Subcontractor Bond =	1.5%
Fee =	5.00% of the GMP
General Conditions =	Based on 22 months for new campus & demo
Change Order Mark Up =	8.00% of the Aggregate Change Order Value
General Liability Insurance =	.85% of the Completed Cost of Construction
Builder’s Risk Insurance =	1.00% of the Completed Cost of Construction/yr
Payment and Performance Bonds =	0.94% of the Completed Cost of Construction
	Reimbursable Fees are 10% above cost incurred

G. Value Engineering Opportunities

At this time there are no project plans and or specifications to reference for value engineering. However, as soon as priorities of the District and Design Team have been established Viola can and will identify areas that can lend themselves to savings such as any and all finish systems, plumbing and electrical fixtures, equipment, furnishings and/or materials. Further opportunities for savings include structural footing design with consideration given to mat foundations, caissons, rammed aggregate piers, and conventional spread footings. Building types are also a consideration such as modular and multi-story construction.

H. Subcontractor / Trade Details

Viola Inc. will furnish all jobsite supervision and administration as well as miscellaneous carpentry, general labor, and home office administration. All major trades including, earthwork/grading, concrete, paving, structural framing, finish systems, MEP, playground equipment, landscaping/irrigation will be subcontracted.

I. Proposed Project Schedule

The key to maximizing productivity and thus creating greater efficiency is to identify and resolve as many potential conflicts that are inherent to this type of project as early as possible. Understanding what the existing site conditions will present is critical. Complete as-built drawings (if available) should be reviewed to determine if there are any potential conflicts with the new structures. Soil testing for any potential contamination can kill a schedule and should also be performed as soon as practical. By scheduling the trades in a “wagon train” format, the General contractor will be able to establish a productive flow allowing multiple trades to work on site simultaneously. If any modular components will be incorporated into the project, critical to schedule, coordinate, and communicate, with the modular manufacturer. Early Submittal approval of all MEP materials and components and the subsequent purchasing of these items is imperative to minimize lead time delays. Site access will also be a key element that needs to be coordinated at Fremont Middle School.

*“Together as a Team we build Successful Projects,
One by One, Year after Year”*



*Travelers Bond
& Specialty Insurance*

(909) 612-3270
21688 Gateway Center Dr.
Diamond Bar, CA, 91765

May 26, 2023

Re: Viola, Inc.
5811 Olivas Park Drive STE 204
Ventura, CA. 93003

To Whom It May Concern:

Travelers Casualty and Surety Company of America (“Travelers”)¹ is privileged to have worked with Viola, Inc. for over 15 years.

It is our opinion that Viola, Inc. is qualified to perform projects within the parameters of a \$60,000,000 single / \$100,000,000 aggregate work program. We will consider higher limits on a case-by-case basis. At their request, we will give favorable consideration to providing any required performance and payment bonds.

Please note that any decision to issue performance and payment bonds is a matter between Viola, Inc. and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract terms, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Jodie L. Doner

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

¹ Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or more)).



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

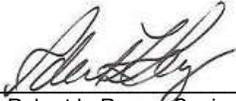
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jodie L. Doner** of **VENTURA, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

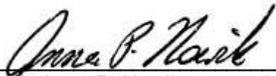
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

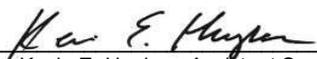
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **May**, **2023**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Attachment F2 Site Logistics Plan

Stabilized
Construction Entrance

Contractor and
Inspector trailers

Laydown and
Construction Parking

MPR

Future
Classrooms

Library

Admin

Lunch

10 classroom

10 classroom

10 classroom

Bus
Park

Art Contreras
Temporarily closed

NHSt

NHSt

NHSt

ABC KIDS PRESCHOOL
AND INFANT CARE

NMSt

Buena properties

NMSt

Attachment F3
Fremont Middle School Conceptual Budget

Single Story Construction		Unit Price	Qty	Budget
03 30 00	Cast-in-Place Concrete	\$ 45.53	58755	\$ 2,675,255
05 12 00	Structural Steel Framing	\$ 3.29	58755	\$ 193,485
05 50 00	Metal Fabrications	\$ 1.65	58755	\$ 96,743
06 10 00	Rough Carpentry	\$ 84.88	58755	\$ 4,987,313
06 10 53	Miscellaneous Rough Carpentry	\$ 12.07	58755	\$ 709,446
06 41 00	Architectural Wood Casework	\$ 14.81	58755	\$ 869,909
07 21 00	Thermal Insulation	\$ 8.29	58755	\$ 487,325
07 41 00	Roof Panels	\$ 26.60	58755	\$ 1,563,064
07 60 00	Flashing and Sheet Metal	\$ 1.13	58755	\$ 66,301
08 10 00	Doors, Frames & Hardware	\$ 4.02	58755	\$ 236,052
08 51 13	Aluminum Windows	\$ 38.35	58755	\$ 2,253,457
09 24 00	Lath & Plaster	\$ 44.74	58755	\$ 2,628,754
09 29 00	Gypsum Board	\$ 11.12	58755	\$ 653,129
09 51 00	Acoustical Ceilings	\$ 11.32	58755	\$ 665,073
09 65 00	Resilient Flooring	\$ 7.14	58755	\$ 419,398
09 77 23	Fabric-Wrapped Panels	\$ 10.06	58755	\$ 590,930
09 90 00	Painting and Coating	\$ 5.66	58755	\$ 332,795
10 11 00	Visual Display Units	\$ 2.02	58755	\$ 118,671
10 14 00	Signage	\$ 0.87	58755	\$ 51,041
10 44 00	Fire Protection Specialties	\$ 0.94	58755	\$ 55,466
12 24 00	Window Shades	\$ 1.58	58755	\$ 92,795
21 00 00	Fire Suppression	\$ 6.70	58755	\$ 393,742
22 00 00	Plumbing	\$ 21.63	58755	\$ 1,270,746
23 00 00	HVAC	\$ 40.17	58755	\$ 2,359,939
26 00 00	Electrical	\$ 94.40	58755	\$ 5,546,575
31 00 00	Earthwork	\$ 50.26	58755	\$ 2,953,022
32 00 00	Exterior Improvements	\$ 25.25	58755	\$ 1,483,386
33 00 00	Utilities	\$ 39.37	58755	\$ 2,313,244
32 31 00	Fences and Gates	\$ 3.95	58755	\$ 232,182
				\$ 36,299,239

Two Story Construction		Unit Price	Qty	Budget
03 00 00	Concrete	\$ 18.53	58755	\$ 1,088,766
03 53 00	Lightweight Concrete	\$ 4.72	58755	\$ 277,030
05 12 00	Structural Steel Framing	\$ 25.07	58755	\$ 1,473,206
05 50 00	Metal Fabrications	\$ 0.38	58755	\$ 22,403
06 10 00	Rough Carpentry	\$ 95.44	58755	\$ 5,607,404
06 10 53	Miscellaneous Rough Carpentry	\$ 20.34	58755	\$ 1,195,239
06 41 00	Architectural Wood Casework	\$ 3.77	58755	\$ 221,455
07 21 00	Thermal Insulation	\$ 3.24	58755	\$ 190,570
07 50 00	Membrane Roofing	\$ 14.24	58755	\$ 836,763
07 60 00	Flashing and Sheet Metal	\$ 9.23	58755	\$ 542,424
08 10 00	Doors, Frames & Hardware	\$ 13.94	58755	\$ 818,997
08 51 13	Aluminum Windows	\$ 7.51	58755	\$ 441,388
09 24 00	Lath & Plaster	\$ 13.19	58755	\$ 774,961

09 29 00	Gypsum Board	\$ 22.02	58755	\$ 1,293,609
09 30 00	Tiling	\$ 8.72	58755	\$ 512,406
09 51 00	Acoustical Ceilings	\$ 3.87	58755	\$ 227,622
09 65 00	Resilient Flooring	\$ 6.15	58755	\$ 361,254
09 77 23	Fabric-Wrapped Panels	\$ 5.85	58755	\$ 343,792
09 90 00	Painting and Coating	\$ 7.21	58755	\$ 423,410
10 11 00	Visual Display Units	\$ 0.82	58755	\$ 48,403
10 14 00	Signage	\$ 0.47	58755	\$ 27,638
10 28 13	Toilet Accessories	\$ 4.22	58755	\$ 248,122
10 44 00	Fire Protection Specialties	\$ 0.94	58755	\$ 55,406
12 24 00	Window Shades	\$ 1.58	58755	\$ 92,795
14 20 00	Elevators	\$ 5.74	58755	\$ 337,254
21 00 00	Fire Suppression	\$ 12.02	58755	\$ 706,368
22 00 00	Plumbing	\$ 21.97	58755	\$ 1,290,990
23 00 00	HVAC	\$ 44.71	58755	\$ 2,626,985
26 00 00	Electrical	\$ 62.87	58755	\$ 3,693,634
31 00 00	Earthwork	\$ 19.15	58755	\$ 1,125,377
32 00 00	Exterior Improvements	\$ 8.35	58755	\$ 490,813
33 00 00	Utilities	\$ 7.38	58755	\$ 433,612
				\$ 27,830,096

Lunch Shelter		Unit Price	Qty	Budget
11 68 13	Shade Structure	\$ 116.95	2800	\$ 327,467
31 00 00	Earthwork	\$ 50.26	2800	\$ 140,728
32 00 00	Site Concrete	\$ 21.14	2800	\$ 59,179
				\$ 527,374

Site Work, including playfields and parking		Unit Price	Qty	Budget
04 22 00	Trash Enclosure	\$ 1.44	58755	\$ 84,313
32 00 00	Exterior Improvements (Concrete & Asphalt)	\$ 20.76	58755	\$ 1,219,897
32 80 00	Landscaping	\$ 3.75	235000	\$ 881,250
32 31 00	Fences and Gates	\$ 250.00	1900	\$ 475,000
				\$ 2,660,461

Demolition of Existing Campus		Unit Price	Qty	Budget
02 80 00	Abatement	\$ 3.61	192277	\$ 694,334
02 41 16	Structure Demolition	\$ 6.25	192277	\$ 1,201,731
				\$ 1,896,065

Construction Hard Costs using Single Story Subtotal \$ 41,383,139
Construction Hard Costs using Two Story Subtotal \$ 32,913,996

01 00 00	General Conditions & Requirements			\$ 2,930,379
01 01 01	Bond, CCIP, Risk, Insurance	3.00%		\$ 1,329,406
01 01 03	Contractor Fee, Contingency	6.00%		\$ 2,738,575
				Construction Soft Costs Subtotal \$ 6,998,360

Total GMP Value w/ Single Story only \$ 48,381,499

Attachment F4 Fremont Middle School Preconstruction Budget

In order to provide the best value in the Pre-Construction phase, Viola proposes to invoice all costs on an hourly and reimburseable basis not to exceed the estimated cost of \$167,970.00 (unused funds shall be returned to the District via deductive Change Order)

Description	Rates
Director of LLB Operations	\$ 150.00
Project Manager	\$ 125.00
Project Superintendent	\$ 125.00
Project Engineer	\$ 60.00
Jobsite Foreman	\$ 115.00
Administrative Assistant	\$ 55.00
Estimator	\$ 100.00

	Hrs	Rate	Cost
Design Review			
Existing Site Conditions Review	80	\$ 150.00	\$ 12,000.00
	40	\$ 125.00	\$ 5,000.00
Comprehensive Utility Location	1	\$80,000.00	\$ 80,000.00
Schematic Estimate	40	\$ 150.00	\$ 6,000.00
	16	\$ 100.00	\$ 1,600.00
	16	\$ 55.00	\$ 880.00
Design Development Estimate	40	\$ 150.00	\$ 6,000.00
	20	\$ 100.00	\$ 2,000.00
	16	\$ 55.00	\$ 880.00
Construction Document Estimate	40	\$ 150.00	\$ 6,000.00
	16	\$ 125.00	\$ 2,000.00
	16	\$ 55.00	\$ 880.00
Constructibility Review	40	\$ 150.00	\$ 6,000.00
	16	\$ 125.00	\$ 2,000.00
	8	\$ 60.00	\$ 480.00
Value Engineering	32	\$ 150.00	\$ 4,800.00
	16	\$ 125.00	\$ 2,000.00
	8	\$ 60.00	\$ 480.00
Building Information Modeling & Conflict Avoidance	0	\$ 150.00	\$ -
	0	\$ 125.00	\$ -
	0	\$ 60.00	\$ -
Construction Scheduling	40	\$ 150.00	\$ 6,000.00
	16	\$ 125.00	\$ 2,000.00
	8	\$ 60.00	\$ 480.00
Development of GMP	40	\$ 150.00	\$ 6,000.00
	16	\$ 125.00	\$ 2,000.00
	8	\$ 60.00	\$ 480.00
Meeting Attendance	52	\$ 150.00	\$ 7,800.00
	26	\$ 125.00	\$ 3,250.00
	16	\$ 60.00	\$ 960.00
Total	683		\$ 167,970.00

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 18, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-159 with North American Technical Services, Inc., to Provide In-Plant Inspection Services for the Drifill ECDC Project (Mitchell/Miller/CFW)

As a component of the Drifill ECDC project the Division of the State Architect requires a certified inspection of the modular building in plant construction. These services will be provided by North American Technical Services, Inc. This is a separate contract and requirement from the on-site Inspector of Record already Board approved.

Term of Agreement: March 8, 2024 through July 8, 2024

FISCAL IMPACT:

\$33,000.00 to be funded by 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 Agreement #23-159 with North American Technical Services, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-159, North American Technical Services, Inc. \(15 Pages\)](#)
[Proposal \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as “District”) and _____, (hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. TIME OF PERFORMANCE. The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: **N/A**

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: **N/A**

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

*PER ATTACHED PROPOSAL DATED JULY, 2023

WORK SCHEDULE:

AS REQUIRED

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org, Net 30

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

North American Technical Services

July, 2023

Oxnard School District
1051 South A St
Oxnard, CA 93030

**RE: IN-PLANT INSPECTION SERVICES FOR RELOCATABLE
CLASSROOM(S)-Driffill Elementary**

North American Technical Services is pleased to submit, for your review, our total cost proposal to perform D.S.A. in-plant inspection for the Relocatable Classrooms at Enviroplex, Inc. The inspections shall be conducted according to the Division of the State Architects regulations and Title 24, C.C.R. School Buildings.

WORK TO INCLUDE:

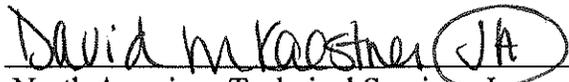
A. IN-PLANT INSPECTION DSA#03-123351

- In-Plant Inspector
- (AWS CWI QCI) Shop Welding and Fabrication
- Moment Frame & Foundation Embeds
- Wood Framing/Metal Stud
- Electrical
- Automatic Fire Sprinkler System
- Plumbing
- Mechanical
- Final Finish Inspection-ADA

(5) Five 72' x 40' Modular Buildings	\$33,000.00
Thirty floors @ \$1,100.00/each	

TOTAL.....	\$33,000.00
-------------------	--------------------

If our proposal is acceptable, please issue a purchase order at your earliest convenience. All required DSA documentation will be forwarded to the district, the district architect and DSA upon completion of the in-plant construction and receipt of DSA approved plans. If you have any questions, comments or wish additional information please call me at (209) 545-1108.


 North American Technical Services, Inc.
 David M Kaestner

Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 18, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-160 with Flewelling & Moody to provide Architectural Services for the Marina West ECDC Project (Mitchell/Miller/CFW)

Pursuant to Board action, the Oxnard School District applied to the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Program in March 2023. The Program provides one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool, transitional kindergarten (TK) or kindergarten (K) instruction. The District has received the State Allocation Board (SAB) grant apportionment on September 27, 2023 to construct ten new classrooms to be located at the Marina West Elementary School site. The total estimated State grant is \$8.2 million which will require a \$2.7 million District match, for a total project cost of \$10.9 million. The ten classrooms include four for preschool, four for TK, and two for K. As proposed, the grant will provide permanent PS, TK, and K facilities at the site pursuant to State requirements.

After consideration, budget analysis, and prior success on projects of a similar scope for Oxnard School District, CFW is recommending approval of agreement with Flewelling Moody for architectural services on the Marina West ECDC project.

FISCAL IMPACT:

\$387,000.00 (including reimbursable expenses) to be funded by 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 Agreement #23-160 with Flewelling & Moody.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-160, Flewelling & Moody \(39 Pages\)](#)
[Proposal \(7 Pages\)](#)

AGREEMENT #23-160 FOR ARCHITECTURAL

SERVICES BETWEEN

Flewelling and Moody

AND

OXNARD SCHOOL DISTRICT

October 18, 2023

FOR

Marina West ECDC

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **18th day of October, 2023** by and between **Flewelling and Moody, 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 **815 Colorado Boulevard, Suite 200, Los Angeles, CA 90041** 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 **October 18, 2023**. 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 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, of the documents and specifications prepared by or under the direction of the Architect, as amended by agreement of the parties during any subsequent phase.

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 “Weekly Memo”** shall mean a written summary of progress of the specific task or portion of the work provided on Friday of every week to CFW’s Sr. Program Manager in charge of the program.
- 1.1.42 “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.
- 1.1.43 “MOU”** shall mean a memorandum of understanding.
- 1.1.44 “Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.

- 1.1.45** “OPSC” shall mean the Office of Public School Construction of the State of California.
- 1.1.46** “Phase” when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.
- 1.1.47** “Potential Change Order” or “PCO” shall mean is a written document before it has been approved and effected by the contractor and owner.
- 1.1.48** “Principal(s)” shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.49** “Project” shall mean the project described hereinafter in Section 3.
- 1.1.50** “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.
- 1.1.51** “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.
- 1.1.52** “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, Contractors and other consultants.
- 1.1.54** “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.
- 1.1.55** “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.
- 1.1.56** “SAB” shall mean the State Allocation Board of the State of California.
- 1.1.57** “Schematic Design Phase” shall have the meaning set forth in Exhibit B.
- 1.1.58** “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.
- 1.1.59** “SWPPP” shall mean Storm Water Prevention and Pollution Plan.

1.1.60 “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 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 A**. 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 A** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Weekly Reports. The Architect shall provide written weekly reports discussing the progress made concerning Services and sent to the District's Sr. Program Manager.

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 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.

4.2.10 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 required estimates with 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 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 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 **Exhibit A**.

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.

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 or (iii) 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 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 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 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:

\$385,000.00

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 **Exhibit A**, 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 A**) 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 \$2,000.00:

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 A**.

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 B**, 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 MARINA WEST ELEMENTARY SCHOOL ECDC 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 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 (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 11.2.2.3 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' 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 A** 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 A** 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, defend 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 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 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 caused by 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 three (3) 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, 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. Notwithstanding the foregoing, the District shall not be able to commence or assert a claim beyond the applicable statute of limitations.

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:

Oxnard School District
Marina West ECDC Project

TO DISTRICT:

Oxnard School District
Att: Dr. Ana Degenna Interim Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

Flewelling and Moody
Att: Scott Gaudineer, President/CEO
815 Colorado Boulevard, Suite 200
Los Angeles, CA 90041

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
Oxnard School District
Marina West ECDC Project

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 Consultants 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 C** 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.

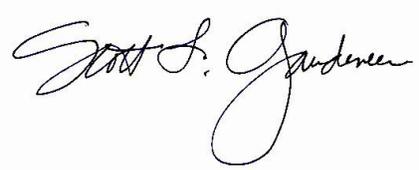
15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

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

District



By: Scott Gaudineer, C-14211

Title: President/CEO

Date: October 19, 2023

By: _____

Title: _____

Date: _____

EXHIBIT "A"

PROJECT

Pursuant to Board action, the Oxnard School District (District) applied to the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Program (Program) in March 2023. The Program provides one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool, transitional kindergarten (TK) or kindergarten (K) instruction. The District is scheduled to receive a State Allocation Board (SAB) grant apportionment on September 27, 2023 to construct ten new classrooms to be located at the Marina West Elementary School site. The total estimated State grant is \$8.2 million which will require a \$2.7 million District match, for a total project cost of \$10.9 million. The ten classrooms include four for preschool, four for TK, and two for K. As proposed, the grant will provide permanent PS, TK, and K facilities at the site pursuant to State requirements.

Projected Grant Budget and Award of Funds Schedule

The District is required to provide a district match of approximately \$2.7 million to receive a total of \$8.2 million in State grant funding. Subject to SAB approval, the estimated project cost of \$10,932,026 represents the total "all-in" budget for the project, inclusive of both hard cost (construction) and soft costs (planning, design, professional services and fees). The total State grant amount will be released to the District in two increments, with the first increment released for the planning/design of the proposed project in an amount of approximately \$1.6 million. To receive each increment of funds, the District will need to execute grant agreements to be prepared by the State and then submit for a fund release to the Office of Public School Construction (OPSC).

The District will have until September 27, 2024, to submit written approvals from the Division of State Architect (DSA) and California Department of Education (CDE) of architectural drawings and plans to the Office of Public School Construction (OPSC), upon which the remaining construction grant apportionment of approximately \$6.6 million would be released to the District's county account for construction. Per regulation, the District must contract or encumber the entirety of the grant amount within one year of receipt of the construction apportionment; hence by September 27, 2025, all grant funds must be spent or encumbered.

Project Specifications

The preschool portion of the grant requires that all preschool classrooms be constructed to meet State licensing requirements as outlined in Title 22 of the California Code of Regulations for preschools and District Board approved 21st Century classroom requirements for TK and K classrooms. Requirements include a minimum of 75 square feet per child of outdoor activity area based on the total licensed capacity and located in an area that is easily and safely accessible by the children, including a shaded rest area with equipment and activities arranged so as not to interfere with each other. A four-foot fence is required to enclose the outdoor activity area. In addition, a minimum of 35 square feet per child of indoor activity space must be available based on the total licensed capacity. An individual storage space for each child must be provided plus one toilet and one hand washing sink for every 15 children with a separate toilet and sink for use by teachers, staff, ill children, or emergency use. A drinking fountain must also be installed for use by children for both the indoor and outdoor activity areas.

Figure 1 - Sample Preschool, TK and Kindergarten Classroom Floor Plan



The above preschool classroom specifications are proposed to be integrated into the State Title 5 and proposed 21st Century classroom requirements for the TK and K classrooms, expanding their potential use for either preschool, TK or K program use as enrollment may fluctuate from year to year. TK and K classrooms must meet Title 5 requirements of not less than 1,350 square feet, including restrooms accessible from the classroom, storage and teacher preparation spaces, wet and dry areas, and designed supervision of the classroom and play yards. The play yard is designed to provide a variety of activities for the development of large motor skills. Classrooms must provide learning environments that support the requirements for learning and mastering the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) by young children. These specifications for facilities have been approved by the OPSC and SAB for State grants, the CDE for compliance with state requirements, and the DSA for building code compliance. In addition, proposed facilities now require photovoltaic and back-up battery systems to support the State’s new solar power requirements for all new school facilities to be constructed after July 1, 2023. Figure 1 depicts a sample preschool, TK and K classroom floor plan designed to meet District specifications, Title 5 and Title 22 requirements for K, TK, and preschool classrooms.

Proposed Site Location

Figures 2 and 3 provide two optional proposed locations for the new classrooms. As planned, the ten new classrooms are proposed to expand and complete existing PS/TK/K facilities at Marina West Elementary, pursuant to the State and proposed 21st century specifications for these facilities. The classrooms are proposed to be located on the southwest corner of the site at the location of the existing early childhood education facilities creating an early childhood development center (ECDC) on campus.

Under both options, the removal of eight existing portable classrooms would be required with their current uses relocated on-site. The older existing early childhood education facilities would be replaced for their ultimate reuse of the new facilities. The new preschool classrooms are proposed to be housed in a row of four classrooms above the existing parking lot off Carob Street allowing the use of the existing playground for preschool use. The remaining six classrooms for TK and K are proposed to be oriented in an “L” formation surrounding a separate new playground area. The options provide two different placements of two classrooms either in front of (closer to Carob Street) or behind (placed adjacent to the existing field away from Carob Street) the proposed new TK/K playground area creating separate integration options for the school site.

The classrooms will be of modular construction and inclusive of specification of K facilities which allows for their intended use and adaptability in the future, if needed, for preschool, TK, or K facilities. Upon completion, this will bring the total number of State Title 5 compliant classrooms for PS/TK/K at the site to twelve that also meet the additional Title 22 preschool licensing standards.

Figure 2: Proposed Conceptual Locations for New Preschool, TK, and K Classrooms – Option 1



Figure 3: Proposed Conceptual Locations for New Preschool, TK, and K Classrooms – Option 2



Anticipated Project Schedule

An anticipated project schedule is proposed consistent with the schedule of activities and timelines required by the State grant program. A request for a proposal from Flewelling & Moody to act as the architect of record is proposed for Board consideration in October. They have previously done all the District's new construction PS/TK/K modular facilities. Requests for proposals from the District's approved pool of professional services consultants have also been requested for Board consideration in October. A request for proposals, selection, and award of contract for a modular contractor is proposed to follow thereafter in November with a similar selection of a lease/leaseback contractor schedule for December 2023. Project plans are anticipated for Board approval and submittal to DSA and CDE by March 2024 with an anticipated date of approval from these agencies in May 2024. Upon DSA and CDE approval of the design plans and receipt of construction funds from the OPSC/SAB, construction would commence and be completed over an estimated 12-month period. The anticipated schedule is subject to adjustment based on the timing and processing of administrative approvals, prevailing market conditions, weather and environmental conditions, and unforeseen site conditions. In either case, the Board will be updated monthly on the status of the anticipated project schedule.



Proposal for: New Transitional Kindergarten Facilities at: Marina West Elementary School Oxnard School District



Flewelling & Moody, Inc. Project # 3066

**Submitted to:
Caldwell Flores Winters, Inc.**

September 1, 2023

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I. Project Description

A. Summary

The District needs accommodate a growing enrollment due to the transitional kindergarten program. Ten (10) new modular classrooms consisting of a kindergarten with a restroom are to be designed and constructed at Marina West Elementary School.

The proposed modular manufacturer is to be determined

The proposed location on campus shall require site work, including grading and earthwork in areas of the new kindergarten classrooms to create building pads, new concrete accessible walkways to the buildings, modifications to existing water, sanitary, electrical, fire alarm, low voltage systems, landscaping and irrigation. It is assumed that the locations of the proposed buildings are relatively flat and there are no significant site drainage requirements. It is also assumed that the buildings will be required to have fire sprinkler systems and that there is adequate pressure to serve the new buildings. Further, it is assumed that the campus fire alarm, power and low voltage systems do not require upgrades or replacement. This proposal is based on DSA/PC approved modular buildings similar to those manufactured by Enviroplex.

B. Classroom Features

1. Each classroom shall have IT capability per current District standards.
2. Typical classrooms are 36' by 40', with two door entries along with two windows for each classroom.
3. Each classroom shall have its own HVAC unit with individual controls and shall be wall mounted.
4. Interior finishes include tack able wall surfaces, carpeting, and suspended acoustical tile ceilings with 2x4 LED dimmable light fixtures.
5. Casework in the shared workrooms shall meet District standards as outline in its Vision and Specifications document.
6. All buildings shall be at grade and shall meet Americans with Disabilities Act (ADA) accessibility requirements.
7. Foundations shall be concrete stem walls, as designed by the modular manufacturer, with appropriate ventilation and maintenance access to the area below the buildings, AKA the crawl space. A concrete slurry or slab cover shall be placed in as part of the crawl space.

II. Scope of Services

A. Basic Services:

1. Architecture, Civil Engineering, Landscape Architecture and Electrical Engineering (fire alarm and low voltage systems only) Plumbing Engineering services for Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Administration phases.
2. The Architect shall prepare, for review and approval by the District, drawings and specifications, sufficient for communicating design intent to the District, and as required to review by agencies having jurisdiction (DSA, CDE and the Oxnard City fire department) and as necessary to perform construction.
3. The conceptual site plan identifies the general location of the new buildings to be in the southeast corner of the campus. Walkways, play areas and play structures will be required to be altered, expanded and/or relocated. Re-design of those areas shall be part of Basic Services as part of the grading and landscaping. On site storm drain retention is anticipated as part of the new work since the overall area is larger than 1 acre.
4. A video fly thru shall be created for presentation.
5. Architect shall review proposed modular building drawings with District staff and modular manufacturer to establish acceptable conformance to District requirements. Services shall include up to four (4) meetings between the Schematic Design phase and submission to DSA, one (1) meeting with CDE and one (1) meeting with the City of Oxnard Fire Department for site access and hydrant approval as part of the DSA submission.
6. Coordination of utility connections to the buildings. The District shall provide required services and information to determine locations of existing underground utilities and documentation of existing fire alarm and low voltage systems.
7. Assistance with DSA submittal and approvals. Services include 1 pre-intake meeting (if required) with DSA staff and in person meeting(s) to achieve DSA approval. The District is aware of the new criteria in effect for providing notice to DSA as to anticipated submission for review.
8. Assistance to District during the bidding process for the site work. Services include two (2) coordination meetings. It is assumed site work beyond the scope of the modular manufacture shall be via the

lease/leaseback contractor project delivery method, per initial discussions with CFW staff.

9. Construction administration and DSA closeout. Services shall include up to twelve (12) site visits to verify general conformance of the work with the approved Contract Documents, and to advise the District and contractor of any observable deviations accordingly.

B. Additional Services:

The following are not included in Basic Services and shall be invoiced separately, based on hourly rates per Exhibit “A” in this proposal:

1. Constructability and potential cost saving options (value engineering) after DSA approval.
2. Changes to the DSA approved documents or additional scope of work requested by the District (Owner-Requested Changes).
9. Building engineering and systems including structural, mechanical, electrical (lighting and power), plumbing, and fire protection (fire sprinkler) within the buildings and associated site work for fire protection systems.
10. Civil Engineering of any off-site drainage systems and additions/modifications for parking or drop-off areas.
5. Client, contractor and DSA meetings and site visits exceeding those described in Basic Services.
11. All additional services shall be approved by the Client in writing prior to the start of the work.
12. Payment of all fees at the request of the District. Fees shall be reimbursed at cost plus ten percent (10%).

III. District Responsibilities

1. District is responsible for all fees associated with required approvals.
2. District shall pay for required in-plant and site inspection and testing as required by DSA. Inspectors shall be approved by the Architect to determine capabilities and acceptance for the project.
3. District shall provide required geotechnical and hydrology reports and topographic surveys.
4. The District shall provide all “as-built” documents for the campus.
5. The District, via its program management firm, CFW, shall provide timely review of required decisions to keep the project on schedule.

III. Project Construction Budget

The estimated overall project cost per the CFW's estimate is: \$10,900,000

IV. Project Team

Principal Architect
Project Architect
Civil Engineer
Landscape Architect
Electrical Engineer:

Scott Gaudineer, AIA, C-14211, Architect of Record
Jun Tanaka, AIA
Encompass Consultant Group
Oasis Associates
Parvis Ebrahimi, Inc.

V. Project Delivery

The project delivery methodology shall be via an approved District contract for the buildings and a single lease/leaseback contractor for the site work and utilities.

VI. Project Timeline

Work shall be accomplished to meet an anticipated to DSA/CDE submittal of March 2024 assuming the modular manufacturer has submitted complete construction documents complying with a DSA PC approval available for coordination by December 1, 2023.

VII. Fee Structure

1. Architectural fees shall be: \$385,000

Architectural fee shall be adjusted at time of bid and adjusted at completion of project to include all additive change order amounts that are not caused by architect error and omission.

END OF PROPOSAL

EXHIBIT 'A'
Flewelling & INC. SCHEDULE OF
BILLING RATES - 2023

Managing Principal	\$300.00
Principal	\$285.00
Managing Architect	\$225.00
Senior Design Architect	\$200.00
Architect II	\$190.00
Architect I	\$175.00
CASp Services	\$225.00
Senior Project Manager	\$225.00
Project Manager II	\$190.00
Project Manager I	\$175.00
Senior CA Field Representative	\$190.00
CA Field Representative II	\$175.00
CA Field Representative I	\$155.00
Job Captain	\$175.00
Senior Designer	\$155.00
Designer II	\$135.00
Designer I	\$115.00
CADD III	\$135.00
CADD II	\$115.00
CADD I	\$95.00
Senior Tech Assistant	\$115.00
Tech Assistant II	\$105.00
Tech Assistant I	\$95.00
Secretary III	\$90.00
Secretary II	\$80.00
Secretary I	\$70.00

Note: The Architect shall reserve the right for the scheduled fees to be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect or at the time of renewal or an extension of contract.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

- Governmental fees
- Reproductions
- Plotting (required deliverables)
- Scanning
- Travel (in excess of 100 miles)
- Photocopying
- Subsistence Sub-
- Consultants

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 18, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-161 with Flewelling & Moody to Provide Architectural Services for the Rose Avenue ECDC Project (Mitchell/Miller/CFW)

Pursuant to Board action, the Oxnard School District applied to the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Program in March 2023. The Program provides one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool, transitional kindergarten (TK) or kindergarten (K) instruction.

As a component of the Enhanced Master Construct Plan, a separate new Early Childhood Development Center (ECDC) is to be constructed at the existing Rose Avenue elementary school site. The ECDC would be located at the northwest corner of the site where the three current kindergarten classrooms (Rooms 501, 502, and 503) are located. The existing kindergarten facilities will be modernized and incorporated with three new Title 5/Title 22 classrooms to establish the new ECDC facility. The new Title 5 compliant classrooms will be capable for use as TK, K, or preschool facilities. The existing play area will be relocated and improved as required to serve the needs of these students. Students attending the ECDC would matriculate up to grade levels at their school of residence, where possible.

After consideration, budget analysis, and prior success on projects of a similar scope for Oxnard School District, CFW is recommending approval of agreement with Flewelling Moody for architectural services on the Rose Avenue ECDC project.

FISCAL IMPACT:

\$220,000.00 (including reimbursable expenses) to be funded by 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 Agreement #23-161 with Flewelling & Moody.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-161, Flewelling & Moody \(39 Pages\)](#)
[Proposal \(7 Pages\)](#)

AGREEMENT #23-161
FOR ARCHITECTURAL SERVICES
BETWEEN
Flewelling and
Moody AND
OXNARD SCHOOL DISTRICT

October 18, 2023

FOR

Rose Ave ECDC Project

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **18th day of October, 2023** by and between **Flewelling and Moody, 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 **815 Colorado Boulevard, Suite 200, Los Angeles, CA 90041** 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 **October 18, 2023**. 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.

Rose Ave ECDC
Oxnard School District

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 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, of the documents and specifications prepared by or under the direction of the Architect, as amended by agreement of the parties during any subsequent phase.

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 “Weekly Memo”** shall mean a written summary of progress of the specific task or portion of the work provided on Friday of every week to CFW’s Sr. Program Manager in charge of the program.
- 1.1.42 “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.
- 1.1.43 “MOU”** shall mean a memorandum of understanding.

1.1.44 “Notice of Completion” or “NOC” shall mean the legal notice filed with the County Recorder after completion of construction project.

1.1.45 “OPSC” shall mean the Office of Public School Construction of the State of California.

1.1.46 “Phase” when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

1.1.47 “Potential Change Order” or “PCO” shall mean is a written document before it has been approved and effected by the contractor and owner.

1.1.48 “Principal(s)” shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

1.1.49 “Project” shall mean the project described hereinafter in Section 3.

1.1.50 “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.

1.1.51 “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.

1.1.52 “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, Contractors and other consultants.

1.1.54 “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.

1.1.55 “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.

1.1.56 “SAB” shall mean the State Allocation Board of the State of California.

1.1.57 “Schematic Design Phase” shall have the meaning set forth in Exhibit B.

1.1.58 “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.

1.1.59 “SWPPP” shall mean Storm Water Prevention and Pollution Plan.

1.1.60 “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 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 **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 A**. 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 A** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Weekly Reports. The Architect shall provide written weekly reports discussing the progress made concerning Services and sent to the District's Sr. Program Manager.

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 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.

4.2.10 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 required estimates with 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 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 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 **Exhibit A**.

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.

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 or (iii) 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 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 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 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:

\$218,000.00

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 **Exhibit A**, 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 A**) 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 \$2,000.00:

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 A**.

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 B**, 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 AVE ELEMENTARY SCHOOL ECDC. 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.

6.1.4 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.1.5 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.

6.1.6 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.

6.1.7 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.

6.1.8 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.

6.1.9 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).

6.1.10 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.

6.1.11 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.

6.1.12 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.1.13 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.

6.1.14 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.1.15 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2.2.3 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' 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 A** 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 A** 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

Rose Ave ECDC
Oxnard School District

that it will indemnify, defend 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 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, sub consultants 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 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, sub consultants 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 caused by 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 three (3) 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, 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. Notwithstanding the foregoing, the District shall not be able to commence or assert a claim beyond the applicable statute of limitations.

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: Dr. Ana DeGenna Interim Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

Flewelling and Moody
Attn: Scott Gaudineer, President/CEO
815 Colorado Boulevard, Suite 200
Los Angeles, CA 90041

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.

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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, 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 Consultants 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 C** 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

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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;

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(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

District



By: Scott Gaudineer

By: Lisa A. Franz

Title: President/CEO

Title: Director, Purchasing

Date: October 19, 2023

Date:

EXHIBIT "A"

PROJECT

Pursuant to the adopted Enhanced Master Construct Plan, a separate new Early Childhood Development Center (ECDC) is to be constructed at the existing Rose Avenue elementary school site. The ECDC would be located at the northwest corner of the site where the three current kindergarten classrooms (Rooms 501, 502, and 503) are located. The existing kindergarten facilities will be modernized and incorporated with three new Title 5/Title 22 classrooms to establish the new ECDC facility. The new Title 5 compliant classrooms will be capable for use as TK, K, or preschool facilities. The existing play area will be relocated and improved as required to serve the needs of these students. Students attending the ECDC would matriculate up to grade levels at their school of residence, where possible.

Arcadis/IBI Group is currently working on the Rose Ave Reconstruction project and has submitted a proposal for architectural services for the project. Coordination between the current new Rose construction project and this new ECDC project is underway. The proposed ECDC design and proposed team members are subject to final Board review and approval.

Project Budget and Schedule

The total "all in" budget for the project is estimated at \$4,929,979 for both hard costs (construction) and soft costs (planning, design, agency fees, etc.). Full funding for the project is to be provided from the proceeds of the Enhanced Master Construct program. Like the ECDC constructed at Harrington, there is no upfront funding from State aid for this project. The following anticipated project timeline is subject to adjustment based on the timing and processing of administrative approvals, prevailing marketing conditions, or environmental, weather, and site conditions.

Board meeting for Architect and professional services contract approval: October 2023

Board meeting for Modular contract approval: November 2023

Board meeting for General Contractor approval: December 2024

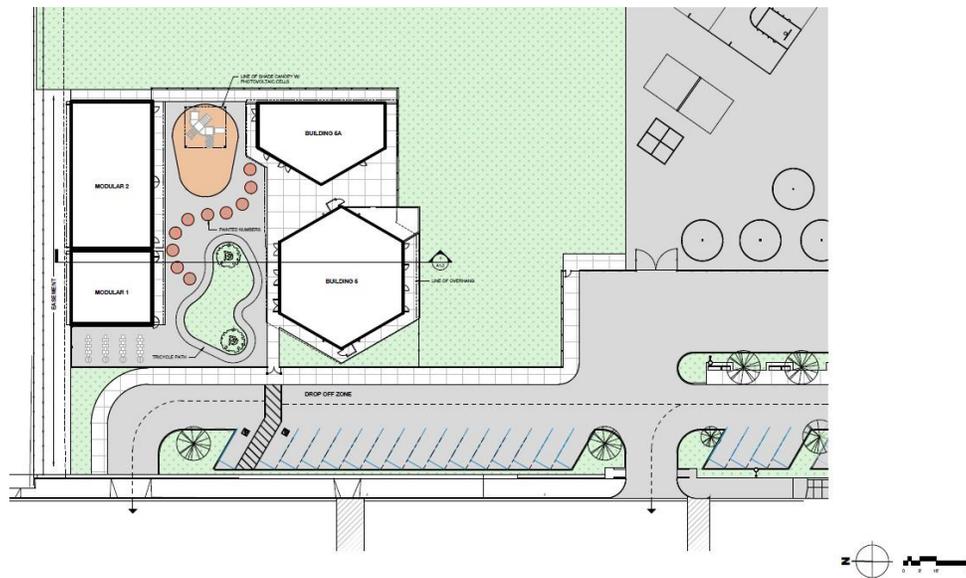
Division of the State Architect (DSA) anticipated submittal: March 2024

Anticipated DSA Approval: May 2024

Proposed Site Location

Figure 1 provides the proposed location for the new Rose ECDC facilities. The ECDC is proposed to be located at the northwest corner of the site where the three existing kindergarten classrooms (Rooms 501, 502, and 503) are located. These facilities will be modernized and incorporated into the new ECDC facility with three additional Title 5/22 modular classrooms. The new classrooms will be inclusive of specification for K facilities which allows for their intended use and adaptability in the future, if needed, for preschool, TK, or K facilities. Upon completion, this will bring the total number of State Title 5 compliant classrooms for PS/TK/K at the Rose Avenue site to twelve.

Figure 1: Proposed Locations for ECDC Facilities at Rose Avenue Elementary School



Source: Arcadis/IBI Group

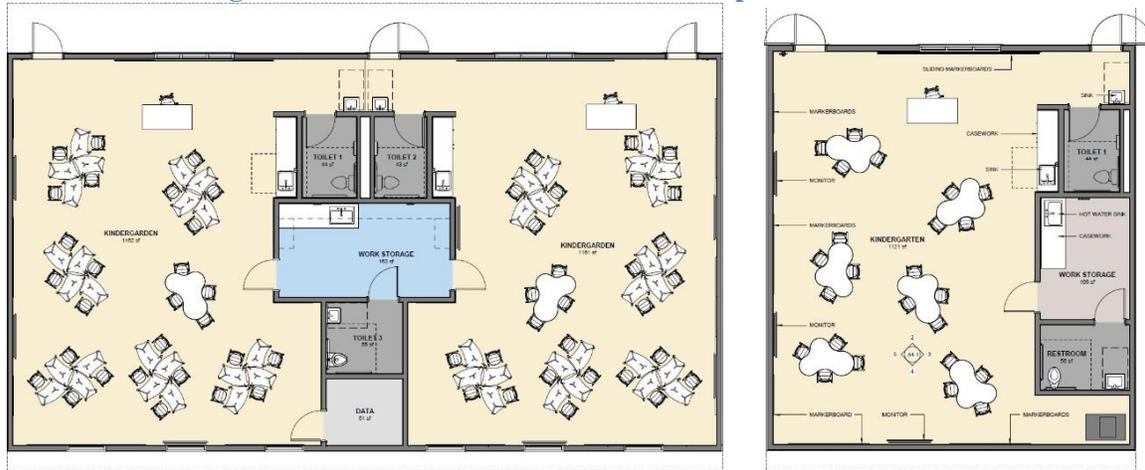
Project Specifications

Six classrooms are proposed to be constructed through a combination of modernizing existing facilities and constructing new modular facilities. Three current kindergarten classrooms (Rooms 501, 502, and 503) located in Buildings 5 and Building 5A will be renovated. Three new modular classrooms will be constructed. Playground upgrades will be provided along with some site work associated with relocating existing utilities and realigning access to the existing car park. The use of the existing parking and drop off are proposed to be integrated with the overall site.

To allow for the flexible use of the facilities for TK, K, or preschool, all the classrooms will be constructed to meet State licensing requirements as outlined in Title 22 of the California Code of Regulations for preschools and District Board approved 21st Century classroom requirements for TK and K classrooms. These requirements include a minimum of 75 square feet per child of outdoor activity area based on the total licensed capacity and located in an area that is easily and safely accessible by the children, including a shaded rest area with equipment and activities arranged so as not to interfere with each other. A four-foot fence is required to enclose the outdoor activity area. In addition, a minimum of 35 square feet per child of indoor activity space must be available based on the total licensed capacity. An individual storage space for each child must be provided plus one toilet and one hand washing sink for every 15 children with a separate toilet and sink for use by teachers, staff, ill children, or emergency use. A drinking fountain must also be installed for use by children for both the indoor and outdoor activity areas.

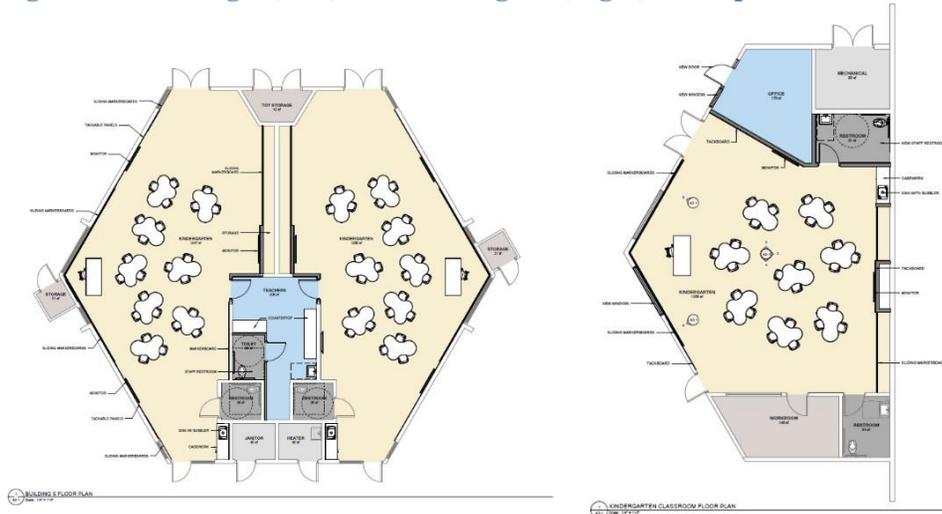
Figures 2-3 depict a sample preschool, TK and K classroom floor plans of new and modernized facilities designed to meet District specifications, Title 5 and Title 22 requirements for K, TK, and preschool classrooms.

Figure 2 – New Modular Classroom Conceptual Floor Plans



Source: Arcadis/IBI Group

Figure 3 – Building 5 (Left) and Building 5A (Right) Conceptual Floor Plans



Source: Arcadis/IBI Group

In addition, all classrooms will be designed to meet Title 5 requirements of not less than 1,350 square feet, including restrooms accessible from the classroom, storage and teacher preparation spaces, wet and dry areas, and designed supervision of the classroom and play yards. The play yard is designed to provide a variety of activities for the development of large motor skills. Classrooms must provide learning environments that support the requirements for learning and mastering the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) by young children. These specifications for facilities have been approved by the Office of Public School Construction (OPSC) and State Allocation Board (SAB) for State grants, the California Department of Education (CDE) for compliance with state requirements, and the Division of the State Architect (DSA) for building code compliance. In addition, proposed facilities now require photovoltaic and back-up battery systems to support the State’s new solar power requirements for all new school facilities to be constructed after July 1, 2023.

Recommendation

It is recommended that the Board adopt an architectural services contract with Flewelling & Moody, Inc. at its October 2023 Board meeting and direct CFW to proceed with the proposed project’s implementation pursuant to the Enhanced Master Construct Plan.



Proposal for: **New Transitional Kindergarten Facilities at: Rose Avenue Elementary School Oxnard School District**

Flewelling & Moody, Inc. Project # 3067

**Submitted to:
Caldwell Flores Winters, Inc.**

September 5, 2023

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I. Project Description

A. Summary

The District needs accommodate a growing enrollment due to the transitional kindergarten program.

Six classrooms are proposed to be constructed through a combination of modernizing existing facilities and constructing new modular facilities. Three current kindergarten classrooms (Rooms 501, 502, and 503) located in Buildings 5 and Building 5A will be renovated per the conceptual plans provided by CFW, Inc. Three new modular classrooms will be constructed. Playground upgrades will be provided along with some site work associated with relocating existing utilities and realigning access to the existing car park. The use of the existing parking and drop off are proposed to be integrated with the overall site.

The proposed modular manufacturer is to be determined

The proposed location on campus shall require site work, including grading and earthwork in areas of the new kindergarten classrooms to create building pads, new concrete accessible walkways to the buildings, modifications to existing water, sanitary, electrical, fire alarm, low voltage systems, landscaping and irrigation. It is assumed that the locations of the proposed buildings are relatively flat and there are no significant site drainage requirements. It is also assumed that the buildings will be required to have fire sprinkler systems and that there is adequate pressure to serve the new buildings. Further, it is assumed that the campus fire alarm, power and low voltage systems do not require upgrades or replacement. This proposal is based on DSA/PC approved modular buildings similar to those manufactured by Enviroplex.

B. Classroom Features

1. Each classroom shall have IT capability per current District standards.
2. Typical new classrooms are 36' by 40', with two door entries along with two windows for each classroom. Modernized classrooms will have similar entries and have existing windows in place.
3. Each classroom shall have its own HVAC unit with individual controls and shall be wall mounted.
4. Interior finishes include tack able wall surfaces, carpeting, and suspended acoustical tile ceilings with 2x4 LED dimmable light fixtures.
5. Casework in the shared workrooms shall meet District standards as outline in its Vision and Specifications document.

6. All buildings shall be at grade and shall meet Americans with Disabilities Act (ADA) accessibility requirements.
7. Foundations for the new buildings shall be concrete stem walls, as designed by the modular manufacturer, with appropriate ventilation and maintenance access to the area below the buildings, AKA the crawl space. A concrete slurry or slab cover shall be placed in as part of the crawl space.

II. Scope of Services

A. Basic Services:

1. Architecture, Civil Engineering, Landscape Architecture and Electrical Engineering (fire alarm and low voltage systems only) Plumbing Engineering services for Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Administration phases.
2. The Architect shall prepare, for review and approval by the District, drawings and specifications, sufficient for communicating design intent to the District, and as required to review by agencies having jurisdiction (DSA, CDE and the Oxnard City fire department) and as necessary to perform construction.
3. The conceptual site plan identifies the general location of the new buildings to be in the southeast corner of the campus. Walkways, play areas and play structures will be required to be altered, expanded and/or relocated. Re-design of those areas shall be part of Basic Services as part of the grading and landscaping. On site storm drain retention is anticipated as part of the new work since the overall area is larger than 1 acre.
4. A video fly thru shall be created for presentation.
5. Architect shall review proposed modular building drawings with District staff and modular manufacturer to establish acceptable conformance to District requirements. Services shall include up to four (4) meetings between the Schematic Design phase and submission to DSA, one (1) meeting with CDE and one (1) meeting with the City of Oxnard Fire Department for site access and hydrant approval as part of the DSA submission.
6. Coordination of utility connections to the buildings. The District shall provide required services and information to determine locations of existing underground utilities and documentation of existing fire alarm and low voltage systems.

7. Assistance with DSA submittal and approvals. Services include 1 pre-intake meeting (if required) with DSA staff and in person meeting(s) to achieve DSA approval. The District is aware of the new criteria in effect for providing notice to DSA as to anticipated submission for review.
8. Assistance to District during the bidding process for the site work. Services include two (2) coordination meetings. It is assumed site work beyond the scope of the modular manufacture shall be via the lease/leaseback contractor project delivery method, per initial discussions with CFW staff.
9. Construction administration and DSA closeout. Services shall include up to twelve (12) site visits to verify general conformance of the work with the approved Contract Documents, and to advise the District and contractor of any observable deviations accordingly.

B. Additional Services:

The following are not included in Basic Services and shall be invoiced separately, based on hourly rates per Exhibit "A" in this proposal:

1. Constructability and potential cost saving options (value engineering) after DSA approval.
2. Changes to the DSA approved documents or additional scope of work requested by the District (Owner-Requested Changes).
9. Building engineering and systems including structural, mechanical, electrical (lighting and power), plumbing, and fire protection (fire sprinkler) within the buildings and associated site work for fire protection systems.
10. Civil Engineering of any off-site drainage systems and additions/modifications for parking or drop-off areas.
5. Client, contractor and DSA meetings and site visits exceeding those described in Basic Services.
11. All additional services shall be approved by the Client in writing prior to the start of the work.
12. Payment of all fees at the request of the District. Fees shall be reimbursed at cost plus ten percent (10%).

III. District Responsibilities

1. District is responsible for all fees associated with required approvals.

2. District shall pay for required in-plant and site inspection and testing as required by DSA. Inspectors shall be approved by the Architect to determine capabilities and acceptance for the project.
3. District shall provide required geotechnical and hydrology reports and topographic surveys.
4. The District shall provide all “as-built” documents for the campus.
5. The District, via its program management firm, CFW, shall provide timely review of required decisions to keep the project on schedule.

III. Project Construction Budget

The estimated overall project cost per the CFW’s estimate is: \$4,929,979

IV. Project Team

Principal Architect	Scott Gaudineer, AIA, C-14211, Architect of Record
Project Architect	Jun Tanaka, AIA
Civil Engineer	Encompass Consultant Group
Landscape Architect	Oasis Associates
Electrical Engineer:	Parvis Ebrahimi, Inc.

V. Project Delivery

The project delivery methodology shall be via an approved District contract for the buildings and a single lease/leaseback contractor for the renovation of the existing classrooms, site work and utilities.

VI. Project Timeline

Work shall be accomplished to meet an anticipated to DSA/CDE submittal of March 2024 assuming the modular manufacturer has submitted complete construction documents complying with a DSA PC approval available for coordination by December 1, 2023.

VII. Fee Structure

1. Architectural fees shall be: \$218,000

Architectural fee shall be adjusted at time of bid and adjusted at completion of project to include all additive change order amounts that are not caused by architect error and omission.

END OF PROPOSAL

EXHIBIT 'A'
Flewelling & INC. SCHEDULE OF
BILLING RATES - 2023

Managing Principal	\$300.00
Principal	\$285.00
Managing Architect	\$225.00
Senior Design Architect	\$200.00
Architect II	\$190.00
Architect I	\$175.00
CASp Services	\$225.00
Senior Project Manager	\$225.00
Project Manager II	\$190.00
Project Manager I	\$175.00
Senior CA Field Representative	\$190.00
CA Field Representative II	\$175.00
CA Field Representative I	\$155.00
Job Captain	\$175.00
Senior Designer	\$155.00
Designer II	\$135.00
Designer I	\$115.00
CADD III	\$135.00
CADD II	\$115.00
CADD I	\$95.00
Senior Tech Assistant	\$115.00
Tech Assistant II	\$105.00
Tech Assistant I	\$95.00
Secretary III	\$90.00
Secretary II	\$80.00
Secretary I	\$70.00

Note: The Architect shall reserve the right for the scheduled fees to be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect or at the time of renewal or an extension of contract.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

- Governmental fees
- Reproductions
- Plotting (required deliverables)
- Scanning
- Travel (in excess of 100 miles)
- Photocopying
- Subsistence Sub-
- Consultants

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 18, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-164 with Universal Engineering Sciences for the Driffill ECDC Project (Mitchell/Miller/CFW)

In preparation for the Driffill ECDC Project, it is recommended that additional asphalt structural testing be conducted at the Southeast corner of the job site where the contractor will be utilizing that pathway for deliveries and equipment traffic. The testing consists of 3 borings to identify compaction and structural integrity of the asphalt with the potential of replacement at the completion of the project.

Term of Agreement: October 25, 2023 through November 25, 2023

FISCAL IMPACT:

\$4,000.00 to be funded by 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 Agreement #23-164 with Universal Engineering Sciences.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-164, Universal Engineering Sciences \(15 Pages\)](#)
[Proposal \(4 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20_____
by and between Oxnard School District (hereinafter referred to as “District”) and _____,
(hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles: \$1,000,000.00 combined single limit

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

*PER ATTACHED PROPOSAL NO. 5030.0823.00004, DATED August 16, 2023

WORK SCHEDULE:

TBD

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org, Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

Proposal No. 5030.0823.00004

August 16, 2023

Mr. Michael Brewer
Program Manager
Caldwell Flores Winters, Inc.
521 N. 1st Venue
Arcadia, CA 9006
mbrewer@cfwinc.com
(626) 829-8300

Reference: **Proposal for Pavement Investigation**
 Driffill Elementary School
 910 South East Street
 Oxnard, CA 93030

Mr. Brewer,

Universal Engineering Sciences (UES or the Consultant) is pleased to present this proposal to provide a pavement investigation for the above referenced project. For nearly six decades, UES has provided essential engineering and construction consulting services throughout the United States, including professional and technical services in Geotechnical Engineering, Construction Materials and Inspection, Building Code Compliance review and permitting Environmental Consulting, and Building Envelope Evaluation.

UES has the technical capabilities, personnel, equipment resources, and local expertise to provide you with the required testing, observation, and consultant services. UES has licensed, registered, and certified professionals. Our mission is to provide the highest quality geotechnical engineering services, built on our strong foundation of deep industry experience, trusted relationships, superior customer service and agility, and our reputation for safety and quality, in order to ensure the success of our clients and the national growth of our business.

UES carries the following accreditations: AASHTO Materials Reference Laboratory (AMRL), Cement and Concrete Reference Laboratory (CCRL), City of Los Angeles (LADBS), Division of the State Architect (DSA), and U.S. Army Corps of Engineers (USACE).

PROJECT DESCRIPTION

This project involves conducting a comprehensive soil and asphalt investigation at the existing parking lot. The pavement has exhibited signs of pavement failure in various areas, indicating potential underlying issues within the soil and asphalt layers. This investigation will aim to identify the root causes of the pavement failures and provide recommendations for the effective rehabilitation of the parking lot to ensure long-term durability and safety.

SCOPE OF SERVICES

This proposal has been prepared to meet the needs of the project and fulfill your requirements. However, should the outlines services not meet your expectations of the assignment, we would appreciate the opportunity to discuss your concerns and make adjustments as necessary.

UES proposes to perform a pavement investigation, consisting of asphalt coring, field observations and sampling, laboratory testing, and engineer analyses. Our services will consist of the following tasks.

- (1) UES will extract (3) 6-inch diameter core samples at locations mutually agreed upon between UES and the Client.
- (2) UES will perform (3) Bulk Specific Gravity Tests in accordance with ASTM D2726.
- (3) UES will hand-auger to a depth of five feet and collect soil samples for laboratory testing.
- (4) UES will perform (3) Dynamic Cone Penetration Tests to measure the strength of in-situ soil.
- (5) UES will backfill the core locations with non-shrink grout.
- (6) UES will provide a written report within two weeks of completing all fieldwork. The written report will include a site plan showing locations of the cores, logs of the cores, laboratory test results, engineering analyses, and engineering recommendations.

ESTIMATE OF FEES

The fee for our services, including all fieldwork, laboratory testing, engineering analyses, and report preparation is outlined in the Cost Estimate Summary below. The rates are based on prevailing wage rates.

COST ESTIMATE SUMMARY	
Tasks	Cost
Task 1 – Field Exploration	\$2,000
Task 2 – Laboratory Testing	\$1,000
Task 3 – Engineering Analyses & Report	\$1,000
Total	\$4,000

ASSUMPTIONS

In preparing this proposal, we have made several assumptions that are integral to our performance of the work, and which affect the fee of the proposed evaluation. Conditions encountered that deviate from these assumptions are not included in the fee of this proposal and are additional. These assumptions include the following:

- The field work as outlined herein will be conducted during normal business workdays/hours.
- Our estimated fee covers the scope of services as previously described and includes preparation of a report. Our work will include typical client communication during our studies. Furthermore, typical phone conversations with other project team members are also anticipated (i.e., civil, and structural engineers). However, during the progression of the project and after report submission, client meetings, consultations, review of plans, correspondence, and consultation with other members of the project team such as civil and structural engineers, architects, and contractors, will be billed as additional services on a time-and-cost basis in accordance with our standard schedule of fees without preparation of a new proposal. Four hours of post submittal consultation are included in the price.
- Soil samples obtained during our subsurface investigation will be retained at our office for a period of 90 days.
- It is our understanding that this project is subject to the Prevailing Wage Law as set forth under the terms of the California Labor Code. This proposal is presented on this basis.
- As stated by the owner, no utilities are located beneath the pavement. Therefore, CTE will not perform utility locating prior to coring. If the use of an underground locator is necessary, additional costs will be incurred.

Although our previous experience has shown that use of the utility locating resources listed above is a generally effective means by which to avoid utility conflicts, the Client should understand that there are inherent risks to subsurface investigation and that the locations of all underground structures and utilities may not be made known to us prior to our investigation. For this reason, CTE cannot assume responsibility for damage to subterranean structures or utilities which are not called to our firm's attention and/or fully and accurately described and located on the plans provided for our use.

SCHEDULE

We expect to begin our investigation within 1 week of receiving this fully executed proposal with your written authorization to proceed.

CLOSURE

This proposal is valid for 3 months. If client does not accept this proposal or UES does not initiate services within that time period, client must give UES an opportunity to review the proposed scope of work and fee to determine whether or not modifications need to be made and/or a new proposal drafted and submitted for client's review.

We appreciate the opportunity of submitting this proposal and are available to discuss the details with you. Our Terms and Conditions are considered a part of this proposal and have been attached for your review. To authorize us to proceed with the proposed services, please indicate by initialing and signing the attached Terms and Conditions and return one executed copy of this agreement to us.

Respectfully,

Universal Engineering Sciences (UES)



Victor H. Hernandezgaytan, D.Eng., EIT
Area Manager



Jorge Nieto
Assistant Branch Manager



Tara Butler
Business Development Manager

Attachments: Terms and Conditions

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 18, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-165 with Atlas Technical Consultants LLC for the Doris/Patterson Site (Mitchell/Miller/CFW)

In 2017 an initial Site Assessment, PEA report, and Soils Management Plan was prepared by Atlas Technical Consultants LLC (formerly ATC group) for the Doris Patterson project site. A condition of the site is the requirement for a 5-year re-assessment to be conducted. Atlas Technical Consultants LLC has provided a proposal for the required 5 year report to be conducted and submitted.

Term of Agreement: October 23, 2023 through November 23, 2023

FISCAL IMPACT:

\$2,350.00 to be funded by 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 Agreement #23-165 with Atlas Technical Consultants LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-165, Atlas Technical Consultants LLC \(15 Pages\)](#)
[Proposal \(2 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____
by and between Oxnard School District (hereinafter referred to as "District") and _____,
(hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles: \$1,000,000.00 combined single limit

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

*PER ATTACHED PROPOSAL DATED August 8, 2023

WORK SCHEDULE:

TBD

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org, Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

August 8, 2023

Mr. Michael Brewer
Program Manager
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

**SUBJECT: Proposal for Five-Year Review Report
Doris Patterson Middle School Site, Oxnard, CA 93030
Atlas Proposal No. 23-08978**

Dear Mr. Brewer:

In accordance with your request, Atlas Technical Consultants (Atlas), has prepared this proposal to develop a Five-Year Review Report for the above-referenced property (Site) for Caldwell Flores Winters, Inc. (CFW) (Client). This proposal presents our understanding of the project, proposed scope of services and estimated fees.

1.0 BACKGROUND

The Oxnard School District (OSD) has constructed a new middle school at the corner of Doris Avenue and Patterson Road. In 2016 and 2017, ATC Group Services (ATC; now part of Atlas Technical Consultants LLC [Atlas]) developed a Preliminary Endangerment Assessment (PEA) and a Soil Management Plan (SMP) for the project. These documents were transmitted to the Department of Toxic Substances Control (DTSC) to adhere to regulations regarding the construction of new school facilities in the State of California.

The OSD is required by the DTSC to submit a Five-Year Review Report for the Site. CFW has been retained by the OSD as its representative. CFW is requesting that Atlas prepare the Five-Year Review since the former ATC prepared the aforementioned PEA and SMP.

2.0 SCOPE OF SERVICES

Atlas will conduct a reconnaissance of the present Doris Patterson Site, and will review all pertinent documents related to its construction oversight prepared by ATC and others. Atlas will prepare a Five-Year Review Report based upon its findings. Atlas assumes that its representative will be allowed to conduct a reconnaissance of the exterior portions of the Site. This task will concern viewing the exterior of the Site; the interiors of any Site buildings will not need to be observed. Atlas understands that the OSD may prefer to schedule this activity (approximately two hours) outside of regular school hours, including weekends. Atlas will be provided with OSD contact information and will be granted access to the Site at a predetermined day and time.

3.0 FEES

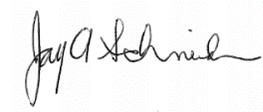
Atlas proposes to conduct the above Scope of Work for a Lump Sum fee of **\$2,350.00**.

4.0 AUTHORIZATION

Atlas appreciates the opportunity to present this proposal and looks forward to working with you on this project. If this proposal is acceptable to you and you would like Atlas to schedule this project, please sign and return the attached Client Services Agreement. If you have any questions or need clarification regarding this proposal, please contact the undersigned.

Respectfully submitted,

Atlas Technical Consultants LLC



Jay Schneider, PG/QSD
Senior Geologist
Direct Line: 323-517-9648
Email: jay.schneider@oneatlas.com



Dawn Merrill
Operations Manager
Direct Line: 323-517-9662
Email: dawn.merrill@oneatlas.com

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 18, 2023

Agenda Section: Section C: Facilities Agreement

Ratification of Amendment #005 to Agreement #17-49 with Arcadis (IBI Group) to provide additional Architectural and Design Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

At the August 23, 2017 Board meeting, the Board of Trustees approved Agreement #17-49 with Arcadis (IBI Group), for the provision of architectural/engineering services required for construction of the Rose Avenue School Reconstruction Project.

Subsequent to the approval of Agreement #17-49, additional amendments were approved. Amendment No. 001 approved on September 19, 2018 for additional services was for costs associated with changing construction documents to comply with funding constraints. Amendment No. 002 approved on August 21, 2019 for additional services was approved for added costs due to drawing revisions required by the geotechnical report. Amendment No. 003 approved on September 22, 2021 for additional services due to suspension and resumption of services and related costs for changes in approved DSA plans. Amendment No. 004 approved on October 24, 2022 for extension of time and additional work due to City of Oxnard comments and removal of casework resulting in additional drawings being required also changes in AV/IT systems.

With the approval to proceed with the construction of the Rose Avenue School ECDC complex, the existing DSA contract documents need to be revised. A proposal was received for this work from Arcadis (formerly IBI) to retain the current kindergarten classrooms and play structure and to be incorporated in the new Rose Ave School ECDC complex. In addition,

Amendment No. 005 includes additional construction administration time associated with the current Rose Ave Elementary School Reconstruction project due to unforeseen delays to the project.

FISCAL IMPACT:

Two Hundred Seventy Thousand Nine Hundred and Twenty-Three Dollars and Zero Cents (\$270,923.00) to be paid to Arcadis (IBI Group) under Board approved Master Agreement #17-49 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2022 Six-month update.

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 ratify Amendment #005 to Agreement #17-49 with Arcadis (IBI Group) for additional Architectural Services for the Rose Avenue School Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Amendment #005 \(3 Pages\)](#)

[Proposal dated 7/17/2023 \(74 Pages\)](#)

[Architectural Services Agreement #17-49, Arcadis \(IBI Group\) \(118 Pages\)](#)

**Amendment No. 005 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 Arcadis (formerly IBI Group) (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 005 to the Architectural Services Agreement (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, the District retained Architect to provide architectural and design services for the 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, MEP Engineering, Civil Engineering, and Landscape Architectural, the timing of those modifications, the District requires amending the scope of work of Arcadis 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 a new SECTION 5.2.4 to the Agreement as follows:

SECTION 5.2.4 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. Two Hundred Seventy Thousand Nine Hundred Twenty-Three dollars and Zero Cents (\$273,923.00) for Amendment No. 005 and the attached proposal received from Arcadis dated July 17, 2023, is for additional services due to the revisions requested by the District to provide construction of the Rose Ave. ECDC Facility as approved in the Enhanced Master Construct Program 2022 by CFW by the Board of Trustees. The new work requires revisions of previously approved DSA drawings, adjustments to grading and drainage plans, adjustments to the utility plans, revisions to the future site plans.

The combined sum for the additional services total:

**Two Hundred Seventy Thousand Nine Hundred Twenty-Three Dollars and Zero Cents
(\$270,923.00)**

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. 005 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date:

IBI GROUP:

By: _____
Craig Atkinson, Principal Architect

Date:

EXHIBIT “F”

PROPOSAL ATTACHED

Rick Ostrander
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Arcadis, a California Partnership
537 South Broadway
Suite 500
Los Angeles, CA 90013
United States
Phone: 213 769 0011

www.arcadis.com

~~June 20, 2023~~

July 17, 2023

Subject: Rose Avenue Elementary School, Proposal for Added Scope / Additional Services: Play Fields Update, Extended Construction Administration Phase and District Revisions

Dear Rick:

Based on our meeting on June 13, 2023 with you, the district has communicated its desire to retain the current kindergarten classrooms and play structure in order to accommodate a forthcoming early childcare development center. Consequently, this necessitates a revision to our previously approved plans.

Arcadis is requesting the approval of additional services and fees to proceed with the changes required to revise the drawings to separate the scope of work and acquire an approval for a constructive change directive (CCD) with DSA per Article 4 of the master Agreement with OSD, dated August 24, 2017.

In addition to the above request, District had revised the scope of work for the following areas which required additional documentation and coordination:

- ASI 020 – Add Promethean Board and Revise TV locations for the classrooms
- ASI 028 – Maintain existing paved temporary access road from La Puerta cul-de-sac to north side of East Parking

Also, due to the extended construction period for a total of seven additional months (30 weeks) from the original schedule in September 2022, we request additional fees to continue providing the construction administration services to complete the project. September 2022 and June 2023 Schedule attached for your reference.

Added scope is identified below:

SCOPE OF WORK:

Architectural Design Services

- Site Plans
 - Prepare and coordinate plan to identify the scope of work to be removed from the current approved plans – existing kindergarten buildings and play structure to not to be demolished.
 - Preparation and approval of CCD for DSA for the change in scope of work

- Revise Layout for TV's at Classroom/ Kinder locations
- Revise Layout for TV's and add additional Promethean Boards at Classroom/ Kindergarten

Civil Design Services

- Site Plans
 - Revise Previously Approved DSA Plans
 - Precise Grading & Drainage for new located play fields.
 - Site Utility Plans

Landscape Design Services

- Site Plans
 - Revise the irrigation for the fields
 - Relocating the play fields
 - Modify planting area and respective irrigation to include the paved access road from La Puerta cul-de-sac to north side of East Parking Lot

Electrical Design Services

- Site Plans
 - Review and perform site visit to verify existing conditions to isolate power, signaling system and fire alarm termination for future connection.
 - Provide change directive drawings to maintain power, signaling system and fire alarm termination for future connection for existing kindergarten classrooms.

Scope Exclusions

- Work not specifically identified above.

Revision Schedule: The incorporations of the proposed revisions to the project plans will commence upon the approval of this additional services request by the District.

Compensation: We propose to provide the above referenced services for the following fixed fee of **\$270,923** (Two hundred, seventy thousand, nine hundred and twenty-three dollars).

Arcadis, A California Partnership
June 20, 2023

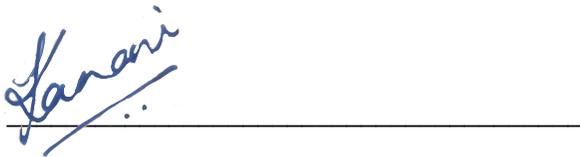
Invoices shall be submitted monthly based on percentage completed of the authorized phases.

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.

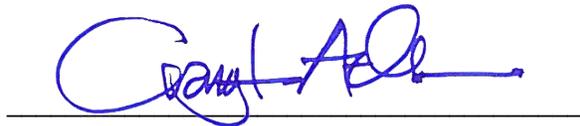
Sincerely,
Arcadis, A California Partnership

Janvi Kanani, AIA, LEED AP BD+C,DBIA
Associate Principal | Buildings



Acceptance 07/17/23
Date

Craig Atkinson, AIA, DBIA, NOMA, LEED AP
Sr. Principal, Architecture



Acceptance 07/17/23
Date

Acceptance Date

Rick Ostrander, Senior Project Manager
Caldwell, Flores Winters, Inc.

Sincerely,
Arcadis, a California Partnership

Enclosures:
Fee Summary – 2023/07/17



Project: Rose Elementary School - Add Service 9
Proposed Fee Summary

Date: July 17, 2023

Arcadis Hourly Rates

Position/Title	Hourly Rate
Principal Architect II	\$ 295
Project Manager	\$ 190
Project Architect	\$ 125
Spec Writer	\$ 160
Sr. CADD/BIM Draftsman	\$ 110
CADD/BIM Draftsman	\$ 90
Administrative Support	\$ 80

Arcadis Fee Breakdown

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Spec Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			\$ 295	\$ 190	\$ 125	\$ 160	\$ 110	\$ 90	\$ 80
1	Playfields Update								
	Plans	\$ 6,410		4	10		40		
	Coordination	\$ 3,055	1	4	16				
	Meetings	\$ 2,055	1	4	8				
	DSA Approval	\$ 2,710		1	8		8		8
	Arcadis Subtotal	\$ 14,230	2	13	42	0	48	0	8
2	Extended Construction Administration (7 months)								
	Construction Administration	\$ 139,235	45	90	620		224		84
	Additional Meetings (30 Weeks)	\$ 25,125	15	30	120				
	Coordination Management	\$ 50,875	45	90	164				
	Arcadis Subtotal	\$ 215,235	105	210	904	0	224	0	84



Project: Rose Elementary School - Add Service 9
Proposed Fee Summary

Date: July 17, 2023

3	District Revisions								
	District Revisions Coordination	\$ 6,320		1	44			7	
	Additional Meetings	\$ -							
	Other Coordination Items	\$ 4,500			36				
	Arcadis Subtotal	\$ 10,820							
	Arcadis Subtotal	\$ 240,285	0	1	80	0	0	7	0
	Total A/E Fees								
	Total Architectural Fee	\$ 240,285							
	Subconsultant Fees								
	Total Civil Fee	\$ 15,000	B&J						
	Total Landscape Fee	\$ 4,138	Oasis Associates						
	Total Structural Fee	\$ -	N/A						
	Total MEP/Audiovisual Fee	\$ 11,500	Roshanian						
	Total Foodservice Fee		NA						
	Total A/E Fee	\$ 270,923							

Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float	2021												2022												2023												2024																																																																				
								F			M			A			M			J			J			A			S			O			N			D			J			F			M			A			M			J			J			A			S			O			N			D			J			F			M			A			M			J			J			A			S			O			N			D		
								F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D																																																										
Rose Ave ES Reconstruction - June 2023 Update																																																																																																																
PRE-CONSTRUCTION																																																																																																																
A1000	Finalize Estimate/Constructability/Prepare Bid Packages	5P	85	0	02-Feb-21 A	01-Jun-21 A		Finalize Estimate/Constructability/Prepare Bid Packages																																																																																																								
A1010	Advertisement #1	5P	0	0	02-Jun-21 A	02-Jun-21 A		Advertisement #1																																																																																																								
A1190	Pre-Bid Conference #1	5P	1	0	08-Jun-21 A	08-Jun-21 A		Pre-Bid Conference #1																																																																																																								
A1180	Advertisement #2	5P	0	0	09-Jun-21 A	09-Jun-21 A		Advertisement #2																																																																																																								
A1200	Pre-Bid Conference #2	5P	1	0	11-Jun-21 A	11-Jun-21 A		Pre-Bid Conference #2																																																																																																								
A1240	Prequalifications Due	5P	0	0	01-Jul-21 A	01-Jul-21 A		Prequalifications Due																																																																																																								
A1220	Pre-Bid RFIs	5P	0	0	09-Jul-21 A	09-Jul-21 A		Pre-Bid RFIs																																																																																																								
A1210	Final Addenda	5P	0	0	13-Jul-21 A	13-Jul-21 A		Final Addenda																																																																																																								
A1020	Bid Day	5P	1	0	15-Jul-21 A	15-Jul-21 A		Bid Day																																																																																																								
A1030	Post Bid Tender - Finalize GMP	5P	11	0	16-Jul-21 A	30-Jul-21 A		Post Bid Tender - Finalize GMP																																																																																																								
A1280	Submit GMP to District	5P	0	0	02-Aug-21 A	02-Aug-21 A		Submit GMP to District																																																																																																								
A1260	GMP Submitted for Agenda	5P	17	0	02-Aug-21 A	24-Aug-21 A		GMP Submitted for Agenda																																																																																																								
A1040	Board Meeting - Review/Approve GMP	5P	1	0	22-Sep-21 A	22-Sep-21 A		Board Meeting - Review/Approve GMP																																																																																																								
A1050	Notice of Award	5P	0	0	23-Sep-21 A	23-Sep-21 A		Notice of Award																																																																																																								
A1060	GMP Contract/Bonds/Insurances	5P	10	0	23-Sep-21 A	06-Oct-21 A		GMP Contract/Bonds/Insurances																																																																																																								
A1230	Subcontracts/Bonds/Insurances	5P	15	0	12-Oct-21 A	01-Nov-21 A		Subcontracts/Bonds/Insurances																																																																																																								
A1270	Subcontractor NTP - [SM]	5P	0	0	01-Nov-21 A			Subcontractor NTP - [SM]																																																																																																								
A1070	Notice to Proceed-GMP	5P	0	0	01-Nov-21 A	01-Nov-21 A		Notice to Proceed-GMP																																																																																																								
CONSTRUCTION																																																																																																																
Construction Milestones																																																																																																																
CM1080	Dry In - All Bldgs	5P	0	0		03-Feb-23 A		Dry In - All Bldgs																																																																																																								
CM1020	Permanent Power - All Bldgs	5P	0	0		24-Jul-23	-79	Permanent Power - All Bldgs																																																																																																								
CM1010	Start Life Safety Testing - All Buildings	5P	0	0	02-Oct-23		-127	Start Life Safety Testing - All Buildings																																																																																																								
CM1120	Phase 1 Closeout Documents	5P	20	20	14-Dec-23	12-Jan-24	-198	Phase 1 Closeout Documents																																																																																																								
CM1110	Adverse Weather Allowance - Phase 1	5P	8	0	16-Jan-24	16-Jan-24	-198	Adverse Weather Allowance - Phase 1																																																																																																								
CM1000	Phase 1 Construction Complete - [FM] (04-04-2023 per CO #1)	7P	0	0		16-Jan-24*	-288	Phase 1 Construction Complete - [FM]																																																																																																								
CM1030	District Move-In	5P	13	13	16-Jan-24	01-Feb-24	-198	District Move-In																																																																																																								
CM1100	Phase 2 Closeout Documents	5P	10	10	01-May-24	14-May-24	-191	Phase 2 Closeout Documents																																																																																																								
H1810	Phase 2 Substantial Completion (08-12-2023 per CO #1)	7P	0	0		23-May-24*	-285	Phase 2 Substantial Completion																																																																																																								
CM1040	Phase 2 Final Completion - [FM] (11-14-2023 per CO #1)	7P	0	0		23-Aug-24*	-284	Phase 2 Final Completion - [FM]																																																																																																								
Bldg C North - Milestones																																																																																																																
CN-10000	Bldg C - North - Start Foundations - [SM]	5P	0	0	28-Feb-22 A			Bldg C - North - Start Foundations - [SM]																																																																																																								
CN-10020	Bldg C - North - Foundations Complete - [FM]	5P	0	0		13-Sep-22 A		Bldg C - North - Foundations Complete - [FM]																																																																																																								
CN-10010	Bldg C - North - Structure Complete - [FM]	5P	0	0		14-Sep-22 A		Bldg C - North - Structure Complete - [FM]																																																																																																								
CN-10040	Bldg C - North - Building Weather Tight - [FM]	5P	0	0		06-Jan-23 A		Bldg C - North - Building Weather Tight - [FM]																																																																																																								
CN-10030	Bldg C - North - Exterior Complete - [FM]	5P	0	0		14-Jul-23	-123	Bldg C - North - Exterior Complete - [FM]																																																																																																								
CN-10070	Bldg C - North - Permanent Power - [FM]	5P	0	0		19-Jul-23	-155	Bldg C - North - Permanent Power - [FM]																																																																																																								
CN-10060	Bldg C - North - Interiors Complete - [FM]	5P	0	0		05-Sep-23	-159	Bldg C - North - Interiors Complete - [FM]																																																																																																								
CN-10050	Bldg C - North - Building Complete - [FM]	5P	0	0		11-Jan-24	-197	Bldg C - North - Building Complete - [FM]																																																																																																								
Bldg C South - Milestones																																																																																																																
CS-1000	Bldg C - South - Start Foundations - [SM]	5P	0	0	09-Mar-22 A			Bldg C - South - Start Foundations - [SM]																																																																																																								
CS-1020	Bldg C - South - Foundations Complete - [FM]	5P	0	0		21-Sep-22 A		Bldg C - South - Foundations Complete - [FM]																																																																																																								
CS-1010	Bldg C - South - Structure Complete - [FM]	5P	0	0		22-Sep-22 A		Bldg C - South - Structure Complete - [FM]																																																																																																								
CS-1040	Bldg C - South - Building Weather Tight - [FM]	5P	0	0		23-Dec-22 A		Bldg C - South - Building Weather Tight - [FM]																																																																																																								
CS-1030	Bldg C - South - Exterior Complete - [FM]	5P	0	0		20-Jul-23	-128	Bldg C - South - Exterior Complete - [FM]																																																																																																								
CS-1070	Bldg C - South - Permanent Power - [FM]	5P	0	0		24-Jul-23	-150	Bldg C - South - Permanent Power - [FM]																																																																																																								
CS-1060	Bldg C - South - Interior Complete - [FM]	5P	0	0		05-Sep-23	-160	Bldg C - South - Interior Complete - [FM]																																																																																																								
CS-1050	Bldg C - South - Building Complete - [FM]	5P	0	0		12-Jan-24	-198	Bldg C - South - Building Complete - [FM]																																																																																																								
Bldg B - Milestones																																																																																																																

Project ID: RoseK5-2306
 Start Date: 02-Feb-21
 Finish Date: 23-Aug-24
 Data Date: 01-Jul-23
 Print Date: 05-Jul-23 12:49

■ Remaining Level of Effort ◆ ◆ Milestone
■ Actual Level of Effort
■ Actual Work
■ Remaining Work
■ Critical Remaining Work



Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float	2021												2022												2023												2024																																																							
								F				M				A				M				J				J				A				S				O				N				D				J				F				M				A				M				J				J				A				S				O				N				D			
								F				M				A				M				J				J				A				S				O				N				D				J				F				M				A				M				J				J				A				S				O				N				D			
CN-70120	Bldg C - North - Install OFCI TV's	5P	3	3	13-Nov-23	15-Nov-23	-175																																																																																												
CN-70030	Bldg C - North - Final Clean	5P	15	15	20-Dec-23	11-Jan-24	-197																																																																																												
Building C - South																																																																																																			
Foundation																																																																																																			
CS-70010	Bldg C - South - Plumb & Fire Underground	5P	5	0	08-Feb-22 A	14-Feb-22 A																																																																																													
CS-70100	Bldg C - South - Elect.Underground	5P	5	0	11-Feb-22 A	28-Feb-22 A																																																																																													
CS-70020	Bldg C - South - Footing Construction	5P	12	0	10-Mar-22 A	30-Jun-22 A																																																																																													
CS-70020.1	Bldg C - South - Layout & Excavate Footings	5P	9	0	10-Mar-22 A	23-Mar-22 A																																																																																													
CS-70020.2	Bldg C - South - Set Footing & Grade Beam Rebar	5P	8	0	16-Jun-22 A	27-Jun-22 A																																																																																													
CS-70020.3	Bldg C - South - Set AB Templates	5P	3	0	23-Jun-22 A	27-Jun-22 A																																																																																													
CS-70020.4	Bldg C - South - Footing Structural Observation / Inspections	5P	1	0	28-Jun-22 A	28-Jun-22 A																																																																																													
CS-70020.5	Bldg C - South - Place Footing/Grade Beam Concrete	5P	1	0	30-Jun-22 A	30-Jun-22 A																																																																																													
CS-70030	Bldg C - South - Plumbing @ SOG	5P	5	0	05-Aug-22 A	16-Aug-22 A																																																																																													
CS-70110	Bldg C - South - Electrical @ SOG	5P	5	0	24-Aug-22 A	26-Aug-22 A																																																																																													
CS-70040A	Bldg C - South - SOG - Pour #1	5P	5	0	30-Aug-22 A	06-Sep-22 A																																																																																													
CS-70040	Bldg C - South - SOG	5P	8	0	30-Aug-22 A	13-Sep-22 A																																																																																													
CS-70040.0	Bldg C - South - Pour SOG #1	5P	0	0		06-Sep-22 A																																																																																													
CS-70040B	Bldg C - South - SOG - Pour #2	5P	4	0	09-Sep-22 A	13-Sep-22 A																																																																																													
CS-70060	Bldg C - South - Infill Diamond Blockouts at SOG	5P	2	0	13-Sep-22 A	13-Sep-22 A																																																																																													
CS-70040.1	Bldg C - South - Pour SOG #2	5P	0	0		13-Sep-22 A																																																																																													
CS-70050	Bldg C - South - Cure SOG	7P	5	0	14-Sep-22 A	21-Sep-22 A																																																																																													
Structure																																																																																																			
CS1000	Bldg C - South - Structural Steel Erection	5P	7	0	11-Jul-22 A	22-Jul-22 A																																																																																													
CS1010	Bldg C - South - Bolting, Fitup & Welding	5P	15	0	27-Jul-22 A	23-Aug-22 A																																																																																													
CS1020	Bldg C - South - Floor Decking	5P	6	0	18-Aug-22 A	23-Aug-22 A																																																																																													
CS1030A	Bldg C - South - Reinforce and Pour 2nd Floor Deck	5P	6	0	31-Aug-22 A	08-Sep-22 A																																																																																													
CS1030	Bldg C - South - Reinforce and Pour 2nd Floor Deck	5P	10	0	31-Aug-22 A	20-Sep-22 A																																																																																													
CS1030.1	Bldg C - South - Pour 2nd Floor SOMD	5P	0	0		08-Sep-22 A																																																																																													
CS2260	Bldg C - South - Roof Decking	5P	6	0	09-Sep-22 A	16-Sep-22 A																																																																																													
CS1030B	Bldg C - South - Reinforce and Pour Low Roof Deck	5P	4	0	19-Sep-22 A	20-Sep-22 A																																																																																													
CS1030.2	Bldg C - South - Pour Low Roof SOMD	5P	0	0		20-Sep-22 A																																																																																													
Envelope																																																																																																			
CS2000	Bldg C - South - Set Staircases (1)	5P	1	0	25-Jul-22 A	25-Jul-22 A																																																																																													
CS1050	Bldg C - South - Low Roof Concrete Cure Time	7P	28	0	20-Sep-22 A	17-Oct-22 A																																																																																													
CS1060	Bldg C - South - High Roof - Insulation & Roofing	5P	10	0	10-Oct-22 A	28-Oct-22 A																																																																																													
CS1040	Bldg C - South - Exterior Framing	5P	15	0	26-Oct-22 A	22-Nov-22 A																																																																																													
CS1110	Bldg C - South - Temp Dry-In Low Roof (If Required)	5P	1	0	01-Nov-22 A	01-Nov-22 A																																																																																													
CS2050	Bldg C - South - Low Roof - Install Temp Roof Protection	5P	3	0	01-Nov-22 A	01-Nov-22 A																																																																																													
CS1070	Bldg C - South - Sheathing, WB & Sheet Metal	5P	10	0	21-Nov-22 A	24-Jan-23 A																																																																																													
CS1080	Bldg C - South - Scaffolding Setup	5P	3	0	28-Nov-22 A	30-Nov-22 A																																																																																													
CS1120.1	Bldg C - South - Scaffolding Removal / Cleanup on Low Roof (Prior to Roofing)	5P	3	0	07-Dec-22 A	09-Dec-22 A																																																																																													
CS1130	Bldg C - South - Low Roof - Insulation & Roofing	5P	10	0	15-Dec-22 A	23-Dec-22 A																																																																																													
CS1075	Bldg C - South - Exterior Rigid Insulation	5P	10	0	21-Dec-22 A	04-Jan-23 A																																																																																													
CS1090	Bldg C - South - Storefronts & Frames	5P	10	0	04-Jan-23 A	24-Jan-23 A																																																																																													
CS1100	Bldg C - South - Lath	5P	10	0	23-Jan-23 A	31-Jan-23 A																																																																																													
CS2060	Bldg C - South - Scratch Coat Plaster	5P	5	0	01-Feb-23 A	06-Feb-23 A																																																																																													
CS2070	Bldg C - South - Brown Coat Plaster	5P	5	0	07-Feb-23 A	10-Feb-23 A																																																																																													
CS2080	Bldg C - South - Cure Brown Coat Plaster	7P	7	0	11-Feb-23 A	17-Feb-23 A																																																																																													
CS2090	Bldg C - South - Color Coat Plaster	5P	7	0	20-Feb-23 A	24-Feb-23 A																																																																																													
CS2100	Bldg C - South - Cure Color Coat Plaster N/A	7P	0	0	25-Feb-23 A	25-Feb-23 A																																																																																													
CS1120	Bldg C - South - Scaffolding Removal / Cleanup	5P	5	0	27-Feb-23 A	03-Mar-23 A																																																																																													
CS2105	Bldg C - South - Fiber Cement Panels	5P	7	0	27-Feb-23 A	07-Mar-23 A																																																																																													

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Start Date: 02-Feb-21
Finish Date: 23-Aug-24
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Print Date: 05-Jul-23 12:49

- Remaining Level of Effort ◆ ◆ Milestone
- Actual Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work

Rose Ave ES Reconstruction - June 2023 Update

All Activities
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Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float	2021												2022												2023												2024																																																																																																							
								F				M				A				M				J				J				A				S				O				N				D				J				F				M				A				M				J				J				A				S				O				N				D				J				F				M				A				M				J				J				A				S				O				N				D			
Commissioning																																																																																																																																																			
B-6020	Bldg B - Set Mechanical Units	5P	2	0	29-Mar-23 A	30-Mar-23 A		Bldg B - Set Mechanical Units																																																																																																																																											
B-6000	Bldg B - Energize Building	5P	3	3	17-Jul-23	19-Jul-23	-138	Bldg B - Energize Building																																																																																																																																											
B-6005	Bldg B - Climatize Building	5P	2	2	20-Jul-23	21-Jul-23	-128	Bldg B - Climatize Building																																																																																																																																											
B-6050	Bldg B - Flush & Chlorinate Water System	5P	3	3	02-Oct-23	04-Oct-23	-170	Bldg B - Flush & Chlorinate Water System																																																																																																																																											
B-6030	Bldg B - Air Balance	5P	5	5	02-Oct-23	06-Oct-23	-177	Bldg B - Air Balance																																																																																																																																											
B-6010	Bldg B - Start Up-Systems Commissioning	5P	15	15	02-Oct-23	20-Oct-23	-189	Bldg B - Start Up-Systems Commissioning																																																																																																																																											
B1670	Bldg B - Network Equipment Installation (OFOI)	5P	10	10	15-Nov-23	30-Nov-23	-189	Bldg B - Network Equipment Installation																																																																																																																																											
B1560	Bldg B - Health Department Inspection	5P	2	2	15-Nov-23	16-Nov-23	-161	Bldg B - Health Department Inspection																																																																																																																																											
B1680	Bldg B - Final Commissioning & Inspections	5P	10	10	01-Dec-23	14-Dec-23	-189	Bldg B - Final Commissioning & Inspections																																																																																																																																											
B-6040	Bldg B - In-Service Training	5P	5	5	15-Dec-23	21-Dec-23	-184	Bldg B - In-Service Training																																																																																																																																											
Punchlist																																																																																																																																																			
B-7000	Bldg B - Contractor Punch List	5P	5	5	25-Oct-23	31-Oct-23	-189	Bldg B - Contractor Punch List																																																																																																																																											
B-7020	Bldg B - Architect Punch List	5P	10	10	01-Nov-23	14-Nov-23	-189	Bldg B - Architect Punch List																																																																																																																																											
B-7040	Bldg B - Change out Cores at Door Hardware	5P	2	2	13-Nov-23	14-Nov-23	-177	Bldg B - Change out Cores at Door Hardware																																																																																																																																											
B-7050	Bldg B - Install OFCI TV's	5P	3	3	15-Nov-23	17-Nov-23	-177	Bldg B - Install OFCI TV's																																																																																																																																											
B-7030	Bldg B - District Deliver and Install FFE	5P	5	5	15-Nov-23	21-Nov-23	-164	Bldg B - District Deliver and Install FFE																																																																																																																																											
B-7010	Bldg B - Final Clean	5P	10	10	15-Dec-23	29-Dec-23	-189	Bldg B - Final Clean																																																																																																																																											
Building A (Admin)																																																																																																																																																			
Foundation																																																																																																																																																			
A1580	Bldg A - Elect Underground	5P	5	0	16-Mar-22 A	01-Apr-22 A		Bldg A - Elect Underground																																																																																																																																											
A1390	Bldg A - Plumb & Fire Underground	5P	5	0	07-Apr-22 A	13-Apr-22 A		Bldg A - Plumb & Fire Underground																																																																																																																																											
A1400	Bldg A - Footing Construction	5P	12	0	19-Apr-22 A	11-May-22 A		Bldg A - Footing Construction																																																																																																																																											
A1400.1	Bldg A - Pour Footings & Grade Beams	5P	0	0		11-May-22 A		Bldg A - Pour Footings & Grade Beams																																																																																																																																											
A1410	Bldg A - Plumbing @ SOG	5P	5	0	13-Jun-22 A	16-Jun-22 A		Bldg A - Plumbing @ SOG																																																																																																																																											
A1590	Bldg A - Electrical @ SOG	5P	5	0	20-Jun-22 A	24-Jun-22 A		Bldg A - Electrical @ SOG																																																																																																																																											
A1420	Bldg A - SOG	5P	8	0	22-Jun-22 A	05-Jul-22 A		Bldg A - SOG																																																																																																																																											
A1570	Bldg A - Infill Diamond Blockouts at SOG	5P	2	0	05-Jul-22 A	05-Jul-22 A		Bldg A - Infill Diamond Blockouts at SOG																																																																																																																																											
A1420.1	Bldg A - Pour SOG	5P	0	0		05-Jul-22 A		Bldg A - Pour SOG																																																																																																																																											
A1560	Bldg A - Cure SOG	7P	5	0	06-Jul-22 A	10-Jul-22 A		Bldg A - Cure SOG																																																																																																																																											
Structure																																																																																																																																																			
A1440	Bldg A - Structural Steel Erection	5P	5	0	16-May-22 A	17-May-22 A		Bldg A - Structural Steel Erection																																																																																																																																											
A1450	Bldg A - Bolting, Fitup & Welding	5P	10	0	18-May-22 A	27-May-22 A		Bldg A - Bolting, Fitup & Welding																																																																																																																																											
A1500	Bldg A - High Roof Deck	5P	5	0	31-May-22 A	15-Jun-22 A		Bldg A - High Roof Deck																																																																																																																																											
A1460	Bldg A - Composite Floor Deck	5P	3	0	31-May-22 A	15-Jun-22 A		Bldg A - Composite Floor Deck																																																																																																																																											
A1470	Bldg A - Form & Pour Concrete Roof Deck	5P	7	0	13-Jul-22 A	20-Jul-22 A		Bldg A - Form & Pour Concrete Roof Deck																																																																																																																																											
A1470.1	Bldg A - Pour Concrete Roof Deck	5P	0	0		20-Jul-22 A		Bldg A - Pour Concrete Roof Deck																																																																																																																																											
Envelope																																																																																																																																																			
A-4000	Bldg A - Exterior Framing	5P	7	0	11-Jul-22 A	17-Aug-22 A		Bldg A - Exterior Framing																																																																																																																																											
A-4090	Bldg A - Low Roof Concrete Cure Time	7P	30	0	21-Jul-22 A	28-Jul-22 A		Bldg A - Low Roof Concrete Cure Time																																																																																																																																											
A-4025	Bldg A - Scaffolding Setup	5P	2	0	18-Aug-22 A	19-Aug-22 A		Bldg A - Scaffolding Setup																																																																																																																																											
A-4010	Bldg A - Sheathing, WB & Sheet Metal	5P	10	0	18-Aug-22 A	08-Sep-22 A		Bldg A - Sheathing, WB & Sheet Metal																																																																																																																																											
A-4140	Bldg A - Exterior Rigid Insulation	5P	10	0	09-Sep-22 A	22-Sep-22 A		Bldg A - Exterior Rigid Insulation																																																																																																																																											
A-4100	Bldg A - Low Roof - Insulation & Roofing	5P	7	0	12-Sep-22 A	20-Sep-22 A		Bldg A - Low Roof - Insulation & Roofing																																																																																																																																											
A-4080	Bldg A - High Roof - Insulation & Roofing	5P	7	0	12-Sep-22 A	20-Sep-22 A		Bldg A - High Roof - Insulation & Roofing																																																																																																																																											
A-4020	Bldg A - Storefronts & Frames	5P	3	0	16-Sep-22 A	02-Dec-22 A		Bldg A - Storefronts & Frames																																																																																																																																											
A-4030	Bldg A - Lath	5P	7	0	23-Sep-22 A	11-Oct-22 A		Bldg A - Lath																																																																																																																																											
A-7010	Bldg A - Scratch Coat Plaster	5P	3	0	10-Oct-22 A	10-Oct-22 A		Bldg A - Scratch Coat Plaster																																																																																																																																											
A-7020	Bldg A - Brown Coat Plaster	5P	3	0	13-Oct-22 A	13-Oct-22 A		Bldg A - Brown Coat Plaster																																																																																																																																											
A-7030	Bldg A - Cure Brown Coat Plaster	7P	7	0	14-Oct-22 A	21-Oct-22 A		Bldg A - Cure Brown Coat Plaster																																																																																																																																											
A-7040	Bldg A - Color Coat Plaster	5P	3	0	27-Oct-22 A	28-Oct-22 A		Bldg A - Color Coat Plaster																																																																																																																																											
A-7050	Bldg A - Cure Color Coat Plaster	7P	7	0	29-Oct-22 A	29-Oct-22 A		Bldg A - Cure Color Coat Plaster																																																																																																																																											

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Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float	2021												2022												2023												2024											
								F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O			
Sub-3820	Procure Fiber Cement Wall Panels	5P	60	0	19-Jul-22 A	28-Oct-22 A		Procure Fiber Cement Wall Panels																																															
07 54 13 TPA Roofing																																																							
Sub-3770	Prepare & Submit TPA Roofing Submittal	5P	15	0	02-Nov-21 A	26-Nov-21 A		■ Prepare & Submit TPA Roofing Submittal																																															
Sub-3780	Review TPA Roofing Submittal	5P	10	0	29-Nov-21 A	22-Dec-21 A		■ Review TPA Roofing Submittal																																															
Sub-3790	Procure TPA Roofing	5P	80	0	22-Dec-21 A	02-May-22 A		■ Procure TPA Roofing																																															
07 54 13 Roofing Rigid Insulation																																																							
Sub-3740	Prepare & Submit Roofing Insulation Submittal	5P	15	0	02-Nov-21 A	26-Nov-21 A		■ Prepare & Submit Roofing Insulation Submittal																																															
Sub-3750	Review Roofing Insulation Submittal	5P	10	0	29-Nov-21 A	22-Dec-21 A		■ Review Roofing Insulation Submittal																																															
Sub-3760	Procure Roofing Insulation	5P	80	0	22-Dec-21 A	09-Sep-22 A		■ Procure Roofing Insulation																																															
07 62 00 Sheet Metal																																																							
Sub-3710	Prepare & Submit Sheet Metal Submittal	5P	20	0	01-Nov-21 A	16-Dec-21 A		■ Prepare & Submit Sheet Metal Submittal																																															
Sub-3720	Review Sheet Metal Submittal	5P	10	0	16-Dec-21 A	24-Jan-22 A		■ Review Sheet Metal Submittal																																															
Sub-4370	Fabricate Sheet Metal	5P	14	0	25-Jan-22 A	02-May-22 A		■ Fabricate Sheet Metal																																															
Sub-3730	Procure Prefinished Sheet Metal	5P	60	0	25-Jan-22 A	31-Jan-23 A		■ Procure Prefinished Sheet Metal																																															
07 71 29 Roof Expansion Joints																																																							
Sub-3680	Prepare & Submit Roof EJ Submittal	5P	20	0	01-Nov-21 A	21-Dec-21 A		■ Prepare & Submit Roof EJ Submittal																																															
Sub-3690	Review Roof EJ Submittal	5P	10	0	21-Dec-21 A	28-Jan-22 A		■ Review Roof EJ Submittal																																															
Sub-3700	Procure Roof EJ	5P	40	0	31-Jan-22 A	31-Jan-23 A		■ Procure Roof EJ																																															
07 72 00 Roof Hatches																																																							
Sub-3650	Prepare & Submit Roof Hatches Submittal	5P	20	0	01-Nov-21 A	30-Dec-21 A		■ Prepare & Submit Roof Hatches Submittal																																															
Sub-3660	Review Roof Hatches Submittal	5P	10	0	30-Dec-21 A	28-Jan-22 A		■ Review Roof Hatches Submittal																																															
Sub-3670	Procure Roof Hatches	5P	30	0	31-Jan-22 A	02-May-22 A		■ Procure Roof Hatches																																															
07 95 13 Expansion Joint Assemblies																																																							
Sub-3620	Prepare & Submit Expansion Joint Submittal	5P	20	0	01-Nov-21 A	21-Dec-21 A		■ Prepare & Submit Expansion Joint Submittal																																															
Sub-3630	Review Expansion Joint Submittal	5P	10	0	21-Dec-21 A	24-Jan-22 A		■ Review Expansion Joint Submittal																																															
Sub-4090	EJ Submittal Revision & Re-review	5P	15	0	25-Jan-22 A	21-Mar-22 A		■ EJ Submittal Revision & Re-review																																															
Sub-3640.1	Field Measure Expansion Joints	5P	1	0	16-Jan-23 A	16-Jan-23 A		■ Field Measure Expansion Joints																																															
Sub-3640	Procure Expansion Joints	5P	40	0	17-Jan-23 A	31-Jan-23 A		■ Procure Expansion Joints																																															
08 00 00 Openings																																																							
08 11 13 Hollow Metal Frames																																																							
Sub-3590	Prepare & Submit HM Frames Submittal	5P	20	0	01-Nov-21 A	31-Jan-22 A		■ Prepare & Submit HM Frames Submittal																																															
Sub-3600	Review HM Frames Submittal	5P	10	0	31-Jan-22 A	24-Feb-22 A		■ Review HM Frames Submittal																																															
Sub-3610	Procure HM Frames	7P	42	0	25-Feb-22 A	12-Aug-22 A		■ Procure HM Frames																																															
08 11 13 Hollow Metal Doors																																																							
Sub-3560	Prepare & Submit HM Doors Submittal	5P	20	0	01-Nov-21 A	31-Jan-22 A		■ Prepare & Submit HM Doors Submittal																																															
Sub-3570	Review HM Doors Submittal	5P	10	0	31-Jan-22 A	24-Feb-22 A		■ Review HM Doors Submittal																																															
Sub-3580	Procure HM Doors	7P	42	0	25-Feb-22 A	29-Nov-22 A		■ Procure HM Doors																																															
08 14 16 Wood Doors																																																							
Sub-3530	Prepare & Submit Wood Doors Submittal	5P	20	0	01-Nov-21 A	31-Jan-22 A		■ Prepare & Submit Wood Doors Submittal																																															
Sub-3540	Review Wood Doors Submittal	5P	10	0	31-Jan-22 A	03-Feb-22 A		■ Review Wood Doors Submittal																																															
Sub-3550	Procure Wood Doors	7P	84	0	25-Feb-22 A	09-Jan-23 A		■ Procure Wood Doors																																															
08 31 16 Access Doors																																																							
Sub-3500	Prepare & Submit Access Doors Submittal	5P	20	0	01-Nov-21 A	08-Feb-22 A		■ Prepare & Submit Access Doors Submittal																																															
Sub-3510	Review Access Doors Submittal	5P	10	0	09-Feb-22 A	09-Feb-22 A		■ Review Access Doors Submittal																																															
Sub-3520	Procure Access Doors	5P	14	0	10-Feb-22 A	02-May-22 A		■ Procure Access Doors																																															
08 33 23 Coiling Doors																																																							
Sub-3470	Prepare & Submit Kitchen Coiling Doors Submittal	5P	20	0	01-Nov-21 A	04-Feb-22 A		■ Prepare & Submit Kitchen Coiling Doors Submittal																																															
Sub-3480	Review Kitchen Coiling Doors Submittal	5P	10	0	07-Feb-22 A	08-Mar-22 A		■ Review Kitchen Coiling Doors Submittal																																															
Sub-3490	Procure Kitchen Coiling Doors	7P	84	0	09-Mar-22 A	23-Jun-23 A		■ Procure Kitchen Coiling Doors																																															
08 41 13 Aluminum Storefronts																																																							
Sub-3440	Prepare & Submit Alum. Storefronts Submittal	5P	20	0	01-Nov-21 A	17-Jan-22 A		■ Prepare & Submit Alum. Storefronts Submittal																																															
Sub-3450	Review Alum. Storefronts Submittal	5P	10	0	18-Jan-22 A	24-Jan-22 A		■ Review Alum. Storefronts Submittal																																															

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Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float	2021												2022												2023												2024																																																																																																							
								F				M				A				M				J				J				A				S				O				N				D				J				F				M				A				M				J				J				A				S				O				N				D				J				F				M				A				M				J				J				A				S				O				N				D			
CCD02-140	Prepare CCD 02 Resubmittal	5P	43	0	01-Mar-22 A	29-Apr-22 A		■ Prepare CCD 02 Resubmittal																																																																																																																																											
CCD02-160	Architect / Engineers Review & Stamp CCD 02	5P	20	0	02-May-22 A	07-Jul-22 A		■ Architect / Engineers Review & Stamp CCD 02																																																																																																																																											
Sub-2290	Procure FS Hangers	5P	14	0	30-Jun-22 A	30-Jun-22 A		■ Procure FS Hangers																																																																																																																																											
Sub-2280	Review FS Hangers Product Data	5P	10	0	07-Jul-22 A	19-Jul-22 A		■ Review FS Hangers Product Data																																																																																																																																											
CCD02-180	DSA Review & Approve CCD 02	5P	5	0	07-Jul-22 A	19-Jul-22 A		■ DSA Review & Approve CCD 02																																																																																																																																											
22 00 00 Plumbing																																																																																																																																																			
Shop Drawings																																																																																																																																																			
Bldg C North																																																																																																																																																			
BIMC1080	Bldg C North - Prepare & Submit Plumbing Shop Drawings	5P	10	0	31-Jan-22 A	24-May-22 A		■ Bldg C North - Prepare & Submit Plumbing Shop Drawings																																																																																																																																											
BIMC1110	Bldg C North - Review & Approve Plumbing Shop Drawings	5P	10	0	24-May-22 A	09-Jun-22 A		■ Bldg C North - Review & Approve Plumbing Shop Drawings																																																																																																																																											
Bldg B																																																																																																																																																			
BIMC1300	Bldg B - Prepare & Submit Plumbing Shop Drawings	5P	10	0	31-Jan-22 A	24-May-22 A		■ Bldg B - Prepare & Submit Plumbing Shop Drawings																																																																																																																																											
BIMC1310	Bldg B - Review & Approve Plumbing Shop Drawings	5P	10	0	24-May-22 A	21-Jun-22 A		■ Bldg B - Review & Approve Plumbing Shop Drawings																																																																																																																																											
Bldg C South																																																																																																																																																			
BIMC1320	Bldg C South - Prepare & Submit Plumbing Shop Drawings	5P	10	0	31-Jan-22 A	24-May-22 A		■ Bldg C South - Prepare & Submit Plumbing Shop Drawings																																																																																																																																											
BIMC1330	Bldg C South - Review & Approve Plumbing Shop Drawings	5P	10	0	24-May-22 A	09-Jun-22 A		■ Bldg C South - Review & Approve Plumbing Shop Drawings																																																																																																																																											
Bldg A																																																																																																																																																			
BIMC1340	Bldg A - Prepare & Submit Plumbing Shop Drawings	5P	10	0	31-Jan-22 A	31-May-22 A		■ Bldg A - Prepare & Submit Plumbing Shop Drawings																																																																																																																																											
BIMC1350	Bldg A - Review & Approve Plumbing Shop Drawings	5P	10	0	02-Jun-22 A	16-Jun-22 A		■ Bldg A - Review & Approve Plumbing Shop Drawings																																																																																																																																											
22 05 03 Piping																																																																																																																																																			
Sub-2240	Prepare & Submit Plumbing Piping Submittal	5P	1	0	01-Nov-21 A	13-Dec-21 A		■ Prepare & Submit Plumbing Piping Submittal																																																																																																																																											
Sub-2250	Review Plumbing Piping Submittal	5P	10	0	14-Dec-21 A	15-Dec-21 A		■ Review Plumbing Piping Submittal																																																																																																																																											
Sub-2260	Procure Plumbing Piping	5P	14	0	17-Dec-21 A	18-Feb-22 A		■ Procure Plumbing Piping																																																																																																																																											
22 10 00 Fixtures																																																																																																																																																			
Sub-2210	Prepare & Submit Plumbing Fixtures Submittal	5P	20	0	01-Nov-21 A	08-Feb-22 A		■ Prepare & Submit Plumbing Fixtures Submittal																																																																																																																																											
Sub-2220	Review Plumbing Fixtures Submittal	5P	10	0	08-Feb-22 A	17-Mar-22 A		■ Review Plumbing Fixtures Submittal																																																																																																																																											
Sub-2230	Procure Plumbing Fixtures	5P	60	0	18-Mar-22 A	30-Nov-22 A		■ Procure Plumbing Fixtures																																																																																																																																											
22 10 00 China																																																																																																																																																			
Sub-2180	Prepare & Submit Plumbing China Submittal	5P	20	0	01-Nov-21 A	08-Feb-22 A		■ Prepare & Submit Plumbing China Submittal																																																																																																																																											
Sub-2190	Review Plumbing China Submittal	5P	10	0	08-Feb-22 A	17-Mar-22 A		■ Review Plumbing China Submittal																																																																																																																																											
Sub-2200	Procure Plumbing China	5P	60	0	18-Mar-22 A	30-Nov-22 A		■ Procure Plumbing China																																																																																																																																											
23 00 00 HVAC																																																																																																																																																			
Shop Drawings																																																																																																																																																			
Bldg C North																																																																																																																																																			
BIMC1100	Bldg C North - Prepare & Submit HVAC Shop Drawings	5P	10	0	31-Jan-22 A	27-May-22 A		■ Bldg C North - Prepare & Submit HVAC Shop Drawings																																																																																																																																											
BIMC1130	Bldg C North - Review & Approve HVAC Shop Drawings	5P	10	0	27-May-22 A	02-Jun-22 A		■ Bldg C North - Review & Approve HVAC Shop Drawings																																																																																																																																											
BIMC1140	Bldg C North - Procure Ductwork	5P	30	0	03-Jun-22 A	30-Jun-22 A		■ Bldg C North - Procure Ductwork																																																																																																																																											
Bldg B																																																																																																																																																			
BIMC1210	Bldg B - Prepare & Submit HVAC Shop Drawings	5P	10	0	31-Jan-22 A	27-May-22 A		■ Bldg B - Prepare & Submit HVAC Shop Drawings																																																																																																																																											
BIMC1220	Bldg B - Review & Approve HVAC Shop Drawings	5P	10	0	27-May-22 A	02-Jun-22 A		■ Bldg B - Review & Approve HVAC Shop Drawings																																																																																																																																											
BIMC1230	Bldg B - Procure Ductwork	5P	30	0	03-Jun-22 A	30-Jun-22 A		■ Bldg B - Procure Ductwork																																																																																																																																											
Bldg C South																																																																																																																																																			
BIMC1240	Bldg C South - Prepare & Submit HVAC Shop Drawings	5P	10	0	31-Jan-22 A	27-May-22 A		■ Bldg C South - Prepare & Submit HVAC Shop Drawings																																																																																																																																											
BIMC1250	Bldg C South - Review & Approve HVAC Shop Drawings	5P	10	0	27-May-22 A	02-Jun-22 A		■ Bldg C South - Review & Approve HVAC Shop Drawings																																																																																																																																											
BIMC1260	Bldg C South - Procure Ductwork	5P	30	0	03-Jun-22 A	30-Jun-22 A		■ Bldg C South - Procure Ductwork																																																																																																																																											
Bldg A																																																																																																																																																			
BIMC1270	Bldg A - Prepare & Submit HVAC Shop Drawings	5P	10	0	02-May-22 A	27-May-22 A		■ Bldg A - Prepare & Submit HVAC Shop Drawings																																																																																																																																											
BIMC1280	Bldg A - Review & Approve HVAC Shop Drawings	5P	10	0	27-May-22 A	02-Jun-22 A		■ Bldg A - Review & Approve HVAC Shop Drawings																																																																																																																																											
BIMC1290	Bldg A - Procure Ductwork	5P	30	0	03-Jun-22 A	30-Jun-22 A		■ Bldg A - Procure Ductwork																																																																																																																																											
23 05 13 VRF Piping & Fittings																																																																																																																																																			
Sub-2150	Prepare & Submit VRF Piping & Fittings Submittal	5P	20	0	01-Nov-21 A	22-Nov-21 A		■ Prepare & Submit VRF Piping & Fittings Submittal																																																																																																																																											
Sub-2160	Review VRF Piping & Fittings Submittal	5P	10	0	01-Dec-21 A	16-Dec-21 A		■ Review VRF Piping & Fittings Submittal																																																																																																																																											

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- Remaining Work
- Critical Remaining Work



Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float	2021												2022												2023												2024											
								F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O			
Sub-2170	Procure VRF Piping & Fittings	5P	15	0	17-Dec-21 A	03-Oct-22 A		Procure VRF Piping & Fittings																																															
23 09 23 EMS																																																							
Sub-2120	Prepare & Submit EMS Submittal	5P	20	0	01-Nov-21 A	08-Feb-22 A		Prepare & Submit EMS Submittal																																															
Sub-2130	Review EMS Submittal	5P	10	0	08-Feb-22 A	17-Feb-22 A		Review EMS Submittal																																															
Sub-4700	Resubmit & Re-Review EMS - Rev 1	5P	15	0	18-Feb-22 A	08-Apr-22 A		Resubmit & Re-Review EMS - Rev 1																																															
Sub-2140	Procure EMS	5P	20	0	11-Apr-22 A	03-Mar-23 A		Procure EMS																																															
23 30 00 Duct & Dampers																																																							
Sub-2090	Prepare & Submit Duct & Dampers Submittal	5P	20	0	02-Nov-21 A	03-Dec-21 A		Prepare & Submit Duct & Dampers Submittal																																															
Sub-2100	Review Duct & Dampers Submittal	5P	10	0	06-Dec-21 A	08-Dec-21 A		Review Duct & Dampers Submittal																																															
Sub-4730	Procure Duct & Dampers	5P	20	0	08-Dec-21 A	08-Dec-21 A		Procure Duct & Dampers																																															
23 80 00 VRF Units																																																							
Sub-2060	Prepare & Submit VRF Units Submittal	5P	20	0	02-Nov-21 A	30-Nov-21 A		Prepare & Submit VRF Units Submittal																																															
Sub-2070	Review VRF Units Submittal	5P	10	0	01-Dec-21 A	16-Dec-21 A		Review VRF Units Submittal																																															
Sub-2080	Procure VRF Units	5P	60	0	16-Dec-21 A	02-May-22 A		Procure VRF Units																																															
23 80 00 Rooftop Curbs																																																							
Sub-2030	Prepare & Submit Rooftop Curbs Submittal	5P	20	0	02-Nov-21 A	30-Nov-21 A		Prepare & Submit Rooftop Curbs Submittal																																															
Sub-2040	Review Roof Top Curbs Submittal	5P	10	0	01-Dec-21 A	29-Dec-21 A		Review Roof Top Curbs Submittal																																															
Sub-4770	Resubmit & Re-Review Roof Top Curbs - Rev 1	5P	10	0	21-Feb-22 A	01-Apr-22 A		Resubmit & Re-Review Roof Top Curbs - Rev 1																																															
Sub-2050	Procure Roof Top Curbs	5P	40	0	04-Apr-22 A	20-Jul-22 A		Procure Roof Top Curbs																																															
23 80 00 Exhaust Fans																																																							
Sub-2000	Prepare & Submit Exhaust Fans Submittal	5P	20	0	02-Nov-21 A	30-Nov-21 A		Prepare & Submit Exhaust Fans Submittal																																															
Sub-2010	Review Exhaust Fans Submittal	5P	10	0	01-Dec-21 A	16-Dec-21 A		Review Exhaust Fans Submittal																																															
Sub-2110	Revise and resubmit exhaust fan submittal	5P	10	0	17-Dec-21 A	10-Feb-22 A		Revise and resubmit exhaust fan submittal																																															
Sub-4080	Re-review EF Resubmittal	5P	10	0	10-Feb-22 A	23-May-22 A		Re-review EF Resubmittal																																															
Sub-2020	Procure Exhaust Fans	5P	60	0	24-May-22 A	30-Jun-22 A		Procure Exhaust Fans																																															
23 80 00 Make Air Unit																																																							
Sub-1970	Prepare & Submit MAU Submittal	5P	20	0	02-Nov-21 A	30-Nov-21 A		Prepare & Submit MAU Submittal																																															
Sub-1980	Review MAU Submittal	5P	10	0	01-Dec-21 A	08-Dec-21 A		Review MAU Submittal																																															
Sub-1990	Procure MAU	5P	70	0	08-Dec-21 A	30-Nov-22 A		Procure MAU																																															
23 80 00 Kitchen Exhaust Fan																																																							
Sub-1940	Prepare & Submit Kitchen EF Submittal	5P	20	0	02-Nov-21 A	11-May-22 A		Prepare & Submit Kitchen EF Submittal																																															
Sub-1950	Review Kitchen EF Submittal	5P	10	0	12-May-22 A	20-May-22 A		Review Kitchen EF Submittal																																															
Sub-1960	Procure Kitchen EF & Ductwork	5P	70	0	23-May-22 A	30-Jun-22 A		Procure Kitchen EF & Ductwork																																															
23 80 00 Rooftop Package Units																																																							
Sub-4380	Prepare & Submit Rooftop Package Unit Submittal	5P	20	0	02-Nov-21 A	30-Nov-21 A		Prepare & Submit Rooftop Package Unit Submittal																																															
Sub-4390	Review Rooftop Package Unit Submittal	5P	10	0	01-Dec-21 A	08-Dec-21 A		Review Rooftop Package Unit Submittal																																															
Sub-4740	Delay - Rooftop Package Unit Revision & Resubmittal - Rev 1	5P	20	0	09-Dec-21 A	21-Feb-22 A		Delay - Rooftop Package Unit Revision & Resubmittal - Rev 1																																															
Sub-4780	Re-Review Rooftop Package Submittal - Rev 1	5P	10	0	21-Feb-22 A	01-Apr-22 A		Re-Review Rooftop Package Submittal - Rev 1																																															
Sub-4400	Procure Rooftop Package Unit	5P	70	0	04-Apr-22 A	30-Nov-22 A		Procure Rooftop Package Unit																																															
26 00 00 Electrical																																																							
Shop Drawings																																																							
Bldg C North																																																							
BIMC1090	Bldg C North - Prepare & Submit Electrical Shop Drawings	5P	10	0	31-Jan-22 A	27-Apr-22 A		Bldg C North - Prepare & Submit Electrical Shop Drawings																																															
BIMC1120	Bldg C North - Review & Approve Electrical Shop Drawings	5P	10	0	27-Apr-22 A	27-Apr-22 A		Bldg C North - Review & Approve Electrical Shop Drawings																																															
Bldg B																																																							
BIMC1150	Bldg B - Prepare & Submit Electrical Shop Drawings	5P	10	0	31-Jan-22 A	27-Apr-22 A		Bldg B - Prepare & Submit Electrical Shop Drawings																																															
BIMC1160	Bldg B - Review & Approve Electrical Shop Drawings	5P	10	0	27-Apr-22 A	27-Apr-22 A		Bldg B - Review & Approve Electrical Shop Drawings																																															
Bldg C South																																																							
BIMC1170	Bldg C South - Prepare & Submit Electrical Shop Drawings	5P	10	0	31-Jan-22 A	27-Apr-22 A		Bldg C South - Prepare & Submit Electrical Shop Drawings																																															
BIMC1180	Bldg C South - Review & Approve Electrical Shop Drawings	5P	10	0	27-Apr-22 A	27-Apr-22 A		Bldg C South - Review & Approve Electrical Shop Drawings																																															
Bldg A																																																							
BIMC1190	Bldg A - Prepare & Submit Electrical Shop Drawings	5P	10	0	31-Jan-22 A	27-Apr-22 A		Bldg A - Prepare & Submit Electrical Shop Drawings																																															

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Start Date: 02-Feb-21
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Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float	2021												2022												2023												2024											
								F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O			
BIMC1200	Bldg A - Review & Approve Electrical Shop Drawings	5P	10	0	27-Apr-22 A	27-Apr-22 A		Bldg A - Review & Approve Electrical Shop Drawings																																															
26 05 13 Basic Electrical Materials																																																							
Sub-1910	Prepare & Submit Basic Electrical Materials Submittal	5P	20	0	02-Nov-21 A	02-Dec-21 A		■ Prepare & Submit Basic Electrical Materials Submittal																																															
Sub-1920	Review Basic Electrical Materials Submittal	5P	10	0	03-Dec-21 A	06-Dec-21 A		▮ Review Basic Electrical Materials Submittal																																															
Sub-1930	Procure Basic Electrical Materials	7P	21	0	07-Dec-21 A	03-Jun-22 A		■ Procure Basic Electrical Materials																																															
26 05 19 Low Voltage Wiring																																																							
Sub-1880	Prepare & Submit Wiring Submittal	5P	20	0	02-Nov-21 A	02-Dec-21 A		■ Prepare & Submit Wiring Submittal																																															
Sub-1890	Review Wiring Submittal	5P	10	0	03-Dec-21 A	06-Dec-21 A		▮ Review Wiring Submittal																																															
Sub-1900	Procure Wire	7P	21	0	07-Dec-21 A	03-Jun-22 A		■ Procure Wire																																															
26 05 33 Raceways, Boxes & Fittings																																																							
Sub-1850	Prepare & Submit Raceways, Boxes & Fittings Submittal	5P	20	0	02-Nov-21 A	02-Dec-21 A		■ Prepare & Submit Raceways, Boxes & Fittings Submittal																																															
Sub-1860	Review Raceways, Boxes & Fittings Submittal	5P	10	0	03-Dec-21 A	06-Dec-21 A		▮ Review Raceways, Boxes & Fittings Submittal																																															
Sub-1870	Procure Raceways, Boxes & Fittings	7P	21	0	07-Dec-21 A	03-Jun-22 A		■ Procure Raceways, Boxes & Fittings																																															
26 05 33 Underground Conduit & Boxes																																																							
Sub-1820	Prepare & Submit Underground Conduit & Boxes Submittal	5P	20	0	02-Nov-21 A	02-Dec-21 A		■ Prepare & Submit Underground Conduit & Boxes Submittal																																															
Sub-1830	Review Underground Conduit & Boxes Submittal	5P	10	0	03-Dec-21 A	06-Dec-21 A		▮ Review Underground Conduit & Boxes Submittal																																															
Sub-1840	Procure Underground Conduit & Boxes	7P	21	0	07-Dec-21 A	10-Feb-22 A		■ Procure Underground Conduit & Boxes																																															
26 09 23 Lighting Control Systems																																																							
Sub-1790	Prepare & Submit Lighting Control Submittal	5P	20	0	01-Nov-21 A	02-Feb-22 A		■ Prepare & Submit Lighting Control Submittal																																															
Sub-1800	Review Lighting Control Submittal	5P	10	0	02-Feb-22 A	09-Feb-22 A		▮ Review Lighting Control Submittal																																															
Sub-4790	Resubmit & Re-Review Lighting Control Submittal - Rev 1	5P	15	0	10-Feb-22 A	15-Apr-22 A		■ Resubmit & Re-Review Lighting Control Submittal - Rev 1																																															
Sub-1810	Procure Lighting Control System	7P	120	0	18-Apr-22 A	27-Jun-22 A		■ Procure Lighting Control System																																															
26 22 00 Transformers																																																							
Sub-1760	Prepare & Submit Transformer Submittal	5P	20	0	02-Nov-21 A	29-Nov-21 A		■ Prepare & Submit Transformer Submittal																																															
Sub-1770	Review Transformer Submittal	5P	10	0	30-Nov-21 A	06-Dec-21 A		▮ Review Transformer Submittal																																															
Sub-1780	Procure Transformers	7P	150	0	07-Dec-21 A	02-May-22 A		■ Procure Transformers																																															
26 24 13 Switchboards																																																							
Sub-1210	Prepare & Submit Switchboard Submittal	5P	20	0	02-Nov-21 A	01-Dec-21 A		■ Prepare & Submit Switchboard Submittal																																															
Sub-1220	Review Switchboard Submittal	5P	10	0	02-Dec-21 A	06-Dec-21 A		▮ Review Switchboard Submittal																																															
Sub-1230	Procure Switchboard	7P	120	0	07-Dec-21 A	18-Apr-23 A		■ Procure Switchboard																																															
26 24 16 Panelboards																																																							
Sub-1260	Prepare & Submit Panelboards Submittal	5P	20	0	02-Nov-21 A	01-Dec-21 A		■ Prepare & Submit Panelboards Submittal																																															
Sub-1250	Review Panelboards Submittal	5P	10	0	02-Dec-21 A	06-Dec-21 A		▮ Review Panelboards Submittal																																															
Sub-1240	Procure Panelboards - Lead Time	7P	120	0	07-Dec-21 A	02-May-22 A		■ Procure Panelboards - Lead Time																																															
26 50 00 Lighting																																																							
Sub-1270	Prepare & Submit Lighting Submittal	5P	20	0	01-Nov-21 A	14-Jan-22 A		■ Prepare & Submit Lighting Submittal																																															
Sub-1280	Review Lighting Submittal	5P	10	0	18-Jan-22 A	17-Mar-22 A		▮ Review Lighting Submittal																																															
Sub-1290	Procure Lighting	7P	120	0	21-Mar-22 A	02-May-22 A		■ Procure Lighting																																															
26 52 00 Emerg Power Systems																																																							
Sub-1300	Prepare & Submit Emergency Power Syst Submittal	5P	20	0	06-Dec-21 A	20-Jan-22 A		■ Prepare & Submit Emergency Power Syst Submittal																																															
Sub-1310	Review Emergency Power Syst Submittal	5P	10	0	21-Jan-22 A	24-Jan-22 A		▮ Review Emergency Power Syst Submittal																																															
Sub-1320	Procure Emergency Power System	7P	120	0	25-Jan-22 A	02-May-22 A		■ Procure Emergency Power System																																															
27 00 00 Communications																																																							
27 05 36 Cable Trays																																																							
Sub-1360	Prepare & Submit Cable Tray Submittal	5P	20	0	02-Nov-21 A	22-Feb-22 A		■ Prepare & Submit Cable Tray Submittal																																															
Sub-1370	Review Cable Tray Submittal	5P	10	0	23-Feb-22 A	23-Feb-22 A		▮ Review Cable Tray Submittal																																															
Sub-1360R1	Prepare & Submit Cable Tray Submittal R1	5P	20	0	24-Feb-22 A	09-Mar-22 A		■ Prepare & Submit Cable Tray Submittal R1																																															
Sub-1370R1	Review Cable Tray Submittal R1	5P	10	0	10-Mar-22 A	16-Mar-22 A		▮ Review Cable Tray Submittal R1																																															
Sub-1380	Procure Cable Trays	7P	120	0	17-Mar-22 A	04-Apr-23 A		■ Procure Cable Trays																																															
27 10 00 Structured Cable System																																																							
Sub-1330	Prepare & Submit SCS Submittal	5P	20	0	01-Nov-21 A	22-Feb-22 A		■ Prepare & Submit SCS Submittal																																															
Sub-1340	Review SCS Submittal	5P	10	0	22-Feb-22 A	23-Feb-22 A		▮ Review SCS Submittal																																															

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								F				M				A				M				J				J				A				S				O				N				D				J				F				M				A				M				J				J				A				S				O				N				D				J				F				M				A				M				J				J				A				S				O				N				D			
Sub-4480	Review Landscape Irrigation Submittal	5P	10	0	01-Dec-21 A	03-Dec-21 A		Review Landscape Irrigation Submittal																																																																																																																																											
Sub-4490	Procure Landscape Irrigation System	5P	14	0	06-Dec-21 A	09-Jun-23 A		Procure Landscape Irrigation System																																																																																																																																											
32 90 00 Landscape Planting																																																																																																																																																			
Sub-4500	Prepare & Submit Lanscape Planting Submittal	5P	20	0	01-Nov-21 A	23-Dec-21 A		Prepare & Submit Lanscape Planting Submittal																																																																																																																																											
Sub-4510	Review Landscape Planting Submittal	5P	10	0	24-Dec-21 A	11-Jan-22 A		Review Landscape Planting Submittal																																																																																																																																											
Sub-4520	Procure Landscape Planting Materials	5P	14	14	03-Jul-23	21-Jul-23	-108	Procure Landscape Planting Materials																																																																																																																																											
32 90 00 DG																																																																																																																																																			
Sub-4530	Prepare & Submit DG Submittal	5P	20	0	01-Nov-21 A	23-Dec-21 A		Prepare & Submit DG Submittal																																																																																																																																											
Sub-4540	Review DG Submittal	5P	10	0	24-Dec-21 A	11-Jan-22 A		Review DG Submittal																																																																																																																																											
Sub-4750	DG & Gravel Revision, Resubmittal & Re-review	5P	15	0	11-Jan-22 A	11-Mar-22 A		DG & Gravel Revision, Resubmittal & Re-review																																																																																																																																											
Sub-4550	Procure DG Material	5P	14	0	14-Mar-22 A	14-Jun-23 A		Procure DG Material																																																																																																																																											
33 00 00 Utilities																																																																																																																																																			
Sub-1080	Prep & Submit: Critical Onsite/Offsite Utility & Mix Design	5P	10	0	02-Nov-21 A	30-Nov-21 A		Prep & Submit: Critical Onsite/Offsite Utility & Mix Design																																																																																																																																											
Sub-1020	Review & Approve: Critical Onsite/Offsite Utility & Mix Design	5P	10	0	30-Nov-21 A	30-Nov-21 A		Review & Approve: Critical Onsite/Offsite Utility & Mix Design																																																																																																																																											
33 11 00 Site Water																																																																																																																																																			
Sub-1630	Prepare & Submit Site Water Submittal	5P	1	0	01-Nov-21 A	01-Nov-21 A		Prepare & Submit Site Water Submittal																																																																																																																																											
Sub-1640	Review Site Water Submittal	5P	10	0	02-Nov-21 A	10-Dec-21 A		Review Site Water Submittal																																																																																																																																											
Sub-1650	Procure Site Water Materials	5P	14	0	17-Nov-21 A	29-Dec-21 A		Procure Site Water Materials																																																																																																																																											
33 31 00 Site Sanitary Sewerage																																																																																																																																																			
Sub-1660	Prepare & Submit San Sewer Submittal	5P	1	0	01-Nov-21 A	01-Dec-21 A		Prepare & Submit San Sewer Submittal																																																																																																																																											
Sub-1670	Review San Sewer Submittal	5P	10	0	02-Nov-21 A	05-Nov-21 A		Review San Sewer Submittal																																																																																																																																											
Sub-1680	Procure San Sewer Materials	5P	14	0	08-Nov-21 A	29-Dec-21 A		Procure San Sewer Materials																																																																																																																																											
Sub-1200	33 31 00 - Prepare & Submit Grease Interceptor Submittal	5P	20	0	01-Feb-22 A	03-Feb-22 A		33 31 00 - Prepare & Submit Grease Interceptor Submittal																																																																																																																																											
Sub-1190	33 31 00 - Review Grease Interceptor Submittal	5P	10	0	03-Feb-22 A	16-Feb-22 A		33 31 00 - Review Grease Interceptor Submittal																																																																																																																																											
Sub-1160	33 31 00 - Procure Grease Interceptor - Lead Time	7P	14	0	16-Feb-22 A	16-Feb-22 A		33 31 00 - Procure Grease Interceptor - Lead Time																																																																																																																																											
33 41 00 Site Storm Drain System																																																																																																																																																			
Sub-1690	Prepare & Submit Storm Drain System Submittal	5P	1	0	01-Nov-21 A	01-Nov-21 A		Prepare & Submit Storm Drain System Submittal																																																																																																																																											
Sub-1700	Review Storm Drain System Submittal	5P	10	0	02-Nov-21 A	12-Nov-21 A		Review Storm Drain System Submittal																																																																																																																																											
Sub-1710	Procure Storm Drain System Materials	5P	14	0	17-Nov-21 A	29-Dec-21 A		Procure Storm Drain System Materials																																																																																																																																											
33 41 00 Stormtech																																																																																																																																																			
Sub-4560	Prepare & Submit Stormtech Submittal	5P	1	0	02-Nov-21 A	01-Dec-21 A		Prepare & Submit Stormtech Submittal																																																																																																																																											
Sub-4570	Review Stormtech Submittal	5P	10	0	02-Nov-21 A	09-Nov-21 A		Review Stormtech Submittal																																																																																																																																											
Sub-4580	Procure Stormtech System	7P	49	0	10-Nov-21 A	24-May-22 A		Procure Stormtech System																																																																																																																																											
33 46 16 Subdrainage																																																																																																																																																			
Sub-1720	Prepare & Submit Subdrainage Submittal	5P	1	0	01-Nov-21 A	01-Nov-21 A		Prepare & Submit Subdrainage Submittal																																																																																																																																											
Sub-1730	Review Subdrainage Submittal	5P	10	0	02-Nov-21 A	10-Nov-21 A		Review Subdrainage Submittal																																																																																																																																											
Sub-1740	Procure Subdrainage System	5P	14	0	10-Nov-21 A	29-Dec-21 A		Procure Subdrainage System																																																																																																																																											
School Schedule																																																																																																																																																			
SS1000	First Day of School '21-22	5P	1	0	24-Aug-21 A	24-Aug-21 A		First Day of School '21-22																																																																																																																																											
SS1010	Veteran's Day '21	5P	1	0	11-Nov-21 A	11-Nov-21 A		Veteran's Day '21																																																																																																																																											
SS1020	Thanksgiving Break '21	5P	3	0	22-Nov-21 A	26-Nov-21 A		Thanksgiving Break '21																																																																																																																																											
SS1030	Winter Break '21-22	5P	13	0	20-Dec-21 A	07-Jan-22 A		Winter Break '21-22																																																																																																																																											
SS1040	Presidents Day '22	5P	2	0	18-Feb-22 A	18-Feb-22 A		Presidents Day '22																																																																																																																																											
SS1050	Spring Break '22	5P	7	0	08-Apr-22 A	18-Apr-22 A		Spring Break '22																																																																																																																																											
SS1060	Memorial Day '22	5P	1	0	31-May-22 A	31-May-22 A		Memorial Day '22																																																																																																																																											
SS1070	Last Day of School '21-22	7P	1	0	17-Jun-22 A	17-Jun-22 A		Last Day of School '21-22																																																																																																																																											
SS1080	First Day of School '22-23	5P	1	0	17-Aug-22 A	17-Aug-22 A		First Day of School '22-23																																																																																																																																											
SS1090	Veteran's Day '22	5P	1	0	11-Nov-22 A	11-Nov-22 A		Veteran's Day '22																																																																																																																																											
SS1100	Thanksgiving Break '22	5P	3	0	21-Nov-22 A	23-Nov-22 A		Thanksgiving Break '22																																																																																																																																											
SS1110	Winter Break '22-23	5P	13	0	19-Dec-22 A	06-Jan-23 A		Winter Break '22-23																																																																																																																																											
SS1120	Presidents Day '23	5P	2	0	17-Feb-23 A	20-Feb-23 A		Presidents Day '23																																																																																																																																											
SS1130	Spring Break '23	5P	5	0	03-Apr-23 A	07-Apr-23 A		Spring Break '23																																																																																																																																											

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								F	M	Apr	M	J	Jul	A	S	Oct	N	D	J	F	M	A	M	J	Jul	A	S	Oct	N	D	J	F	M	A	M	J	Jul	A	S	Oct	N	D	J	F	M	
Rose Ave ES Reconstruction - September 2022 Update																																														
PRE-CONSTRUCTION																																														
A1000	Finalize Estimate/Constructability/Prepare Bid Packages	5P	85	0	02-Feb-21 A	01-Jun-21 A		Finalize Estimate/Constructability/Prepare Bid Packages																																						
A1010	Advertisement #1	5P	0	0	02-Jun-21 A	02-Jun-21 A		Advertisement #1																																						
A1190	Pre-Bid Conference #1	5P	1	0	08-Jun-21 A	08-Jun-21 A		Pre-Bid Conference #1																																						
A1180	Advertisement #2	5P	0	0	09-Jun-21 A	09-Jun-21 A		Advertisement #2																																						
A1200	Pre-Bid Conference #2	5P	1	0	11-Jun-21 A	11-Jun-21 A		Pre-Bid Conference #2																																						
A1240	Prequalifications Due	5P	0	0	01-Jul-21 A	01-Jul-21 A		Prequalifications Due																																						
A1220	Pre-Bid RFIs	5P	0	0	09-Jul-21 A	09-Jul-21 A		Pre-Bid RFIs																																						
A1210	Final Addenda	5P	0	0	13-Jul-21 A	13-Jul-21 A		Final Addenda																																						
A1020	Bid Day	5P	1	0	15-Jul-21 A	15-Jul-21 A		Bid Day																																						
A1030	Post Bid Tender - Finalize GMP	5P	11	0	16-Jul-21 A	30-Jul-21 A		Post Bid Tender - Finalize GMP																																						
A1260	GMP Submitted for Agenda	5P	17	0	02-Aug-21 A	24-Aug-21 A		GMP Submitted for Agenda																																						
A1280	Submit GMP to District	5P	0	0	02-Aug-21 A	02-Aug-21 A		Submit GMP to District																																						
A1040	Board Meeting - Review/Approve GMP	5P	1	0	22-Sep-21 A	22-Sep-21 A		Board Meeting - Review/Approve GMP																																						
A1060	GMP Contract/Bonds/Insurances	5P	10	0	23-Sep-21 A	06-Oct-21 A		GMP Contract/Bonds/Insurances																																						
A1050	Notice of Award	5P	0	0	23-Sep-21 A	23-Sep-21 A		Notice of Award																																						
A1230	Subcontracts/Bonds/Insurances	5P	15	0	12-Oct-21 A	01-Nov-21 A		Subcontracts/Bonds/Insurances																																						
A1070	Notice to Proceed-GMP	5P	0	0	01-Nov-21 A	01-Nov-21 A		Notice to Proceed-GMP																																						
A1270	Subcontractor NTP - [SM]	5P	0	0	01-Nov-21 A			Subcontractor NTP - [SM]																																						
CONSTRUCTION																																														
Construction Milestones																																														
CM1080	Dry In - All Bldgs	5P	0	0		30-Jan-23	34	◆ Dry In - All Bldgs																																						
CM1020	Permanent Power - All Bldgs	5P	0	0		27-Feb-23	24	◆ Permanent Power - All Bldgs																																						
CM1010	Start Life Safety Testing - All Buildings	5P	0	0	21-Mar-23		9	◆ Start Life Safety Testing - All Buildings																																						
CM1120	Phase 1 Closeout Documents	5P	20	20	10-May-23	07-Jun-23	-47	■ Phase 1 Closeout Documents																																						
CM1030	District Move-In	5P	13	13	08-Jun-23	26-Jun-23	-47	■ District Move-In																																						
CM1000	Phase 1 Construction Complete - [FM] (04-04-2023 per CO #1)	7P	0	0		08-Jun-23*	-66	◆ Phase 1 Construction Complete - [FM]																																						
CM1110	Adverse Weather Allowance - Phase 1	5P	8	0	08-Jun-23	08-Jun-23	-47	Adverse Weather Allowance - Phase 1																																						
CM1100	Phase 2 Closeout Documents	5P	10	10	26-Sep-23	09-Oct-23	-40	■ Phase 2 Closeout Documents																																						
H1810	Phase 2 Substantial Completion (08-12-2023 per CO #1)	7P	0	0		18-Oct-23*	-67	◆ Phase 2 Substantial Completion																																						
CM1040	Phase 2 Final Completion - [FM] (11-14-2023 per CO #1)	7P	0	0		19-Jan-24*	-67	◆ Phase 2 Final Completion																																						
Bldg C North - Milestones																																														
CN-10000	Bldg C - North - Start Foundations - [SM]	5P	0	0	28-Feb-22 A			◆ Bldg C - North - Start Foundations - [SM]																																						
CN-10020	Bldg C - North - Foundations Complete - [FM]	5P	0	0		13-Sep-22 A		◆ Bldg C - North - Foundations Complete - [FM]																																						
CN-10010	Bldg C - North - Structure Complete - [FM]	5P	0	0		14-Sep-22 A		◆ Bldg C - North - Structure Complete - [FM]																																						
CN-10040	Bldg C - North - Building Weather Tight - [FM]	5P	0	0		03-Nov-22	-38	◆ Bldg C - North - Building Weather Tight - [FM]																																						
CN-10070	Bldg C - North - Permanent Power - [FM]	5P	0	0		20-Jan-23	-24	◆ Bldg C - North - Permanent Power - [FM]																																						
CN-10030	Bldg C - North - Exterior Complete - [FM]	5P	0	0		03-Mar-23	-30	◆ Bldg C - North - Exterior Complete - [FM]																																						
CN-10060	Bldg C - North - Interiors Complete - [FM]	5P	0	0		13-Mar-23	-36	◆ Bldg C - North - Interiors Complete - [FM]																																						
CN-10050	Bldg C - North - Building Complete - [FM]	5P	0	0		06-Jun-23	-46	◆ Bldg C - North - Building Complete - [FM]																																						
Bldg C South - Milestones																																														
CS-1000	Bldg C - South - Start Foundations - [SM]	5P	0	0	09-Mar-22 A			◆ Bldg C - South - Start Foundations - [SM]																																						
CS-1020	Bldg C - South - Foundations Complete - [FM]	5P	0	0		21-Sep-22 A		◆ Bldg C - South - Foundations Complete - [FM]																																						
CS-1010	Bldg C - South - Structure Complete - [FM]	5P	0	0		22-Sep-22 A		◆ Bldg C - South - Structure Complete - [FM]																																						
CS-1070	Bldg C - South - Permanent Power - [FM]	5P	0	0		25-Jan-23	-24	◆ Bldg C - South - Permanent Power - [FM]																																						
CS-1040	Bldg C - South - Building Weather Tight - [FM]	5P	0	0		30-Jan-23	34	◆ Bldg C - South - Building Weather Tight - [FM]																																						

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Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float	2021												2022												2023												2024		
								F	M	Apr	M	J	Jul	A	S	Oct	N	D	J	F	M	A	M	J	Jul	A	S	Oct	N	D	J	F	M	A	M	J	Jul	A	S	Oct	N	D	J	F	M	
Building C South																																														
DE00114	Bldg C South - Stop Work Due to Soils Export Across Pad	7P	1	0	17-Jan-22 A	17-Jan-22 A		I Bldg C South - Stop Work Due to Soils Export Across Pad																																						
DE00116	Bldg C South - Relocate Dark Soils Across Pad to Stockpile	5P	1	0	18-Jan-22 A	27-Jan-22 A		■ Bldg C South - Relocate Dark Soils Across Pad to Stockpile																																						
DE00118	Bldg C South - Relocate Dark Soils Across Pad Complete (Impact EA1030)	5P	0	0		27-Jan-22 A		◆ Bldg C South - Relocate Dark Soils Across Pad Complete (Impact EA1030)																																						
Buildings A & B																																														
DE00160	Bldg B - Discovered Dark Soil	5P	1	0	12-Jan-22 A	12-Jan-22 A		I Bldg B - Discovered Dark Soil																																						
DE00150	Bldg B - Received Direction to Remove Top 2' of Dark Soil	5P	2	0	13-Jan-22 A	14-Jan-22 A		I Bldg B - Received Direction to Remove Top 2' of Dark Soil																																						
DE00120	Bldgs A - Backfill Work Stopped - Clean Native Backfill Exhausted	5P	1	0	17-Jan-22 A	17-Jan-22 A		I Bldgs A - Backfill Work Stopped - Clean Native Backfill Exhausted																																						
DE00140	Bldg B and Site - Start Overexcavation & Removal of Dark Soil (Impacts EA1060.3)	5P	7	0	17-Jan-22 A	26-Jan-22 A		■ Bldg B and Site - Start Overexcavation & Removal of Dark Soil (Impacts EA1060.3)																																						
DE00122	Bldgs A & B and Site - Approval of Import Soil	5P	10	0	26-Jan-22 A	08-Feb-22 A		■ Bldgs A & B and Site - Approval of Import Soil																																						
DE00132	Schedule Import Operations	5P	3	0	21-Feb-22 A	22-Feb-22 A		I Schedule Import Operations																																						
DE00124	Bldgs A & B and Site - Import Soil	5P	10	0	23-Feb-22 A	02-Mar-22 A		■ Bldgs A & B and Site - Import Soil																																						
DE00126	Bldgs A & B - Finish Grading of Pads	5P	3	0	08-Mar-22 A	08-Mar-22 A		I Bldgs A & B - Finish Grading of Pads																																						
DE00128	Bldgs A & B - Pad Certification	5P	2	0	09-Mar-22 A	09-Mar-22 A		I Bldgs A & B - Pad Certification																																						
DE00130	Bldgs A & B - Import Soil Delay Complete (Impacts EA1030.2 & EA1030.3)	5P	0	0		09-Mar-22 A		◆ Bldgs A & B - Import Soil Delay Complete (Impacts EA1030.2 & EA1030.3)																																						
Revision 1 - RFI 115 - Brace Frame & Moment Frame Rebar Changes at Building C																																														
Administrative / Procurements																																														
CCD05-100	Discover Conflict with Embeds & Grade Beams / Submit RFI 115	5P	1	0	07-Mar-22 A	07-Mar-22 A		I Discover Conflict with Embeds & Grade Beams / Submit RFI 115																																						
CCD05-105	Architect/SEOR Respond to RFI 115 (CCD 5 Forthcoming)	5P	13	0	08-Mar-22 A	24-Mar-22 A		■ Architect/SEOR Respond to RFI 115 (CCD 5 Forthcoming)																																						
CCD05-110	Architect/SEOR Prepare & Issue CCD 5	5P	11	0	25-Mar-22 A	22-Apr-22 A		■ Architect/SEOR Prepare & Issue CCD 5																																						
REV01-115	Pricing for RFI 115 / Revision 1	5P	7	0	25-Apr-22 A	03-May-22 A		■ Pricing for RFI 115 / Revision 1																																						
REV01-135	Submit Rebar Shops for RFI 115 / Revision 1	5P	9	0	25-Apr-22 A	05-May-22 A		■ Submit Rebar Shops for RFI 115 / Revision 1																																						
REV01-125	Issue CO to Subcontractor / Direction to Proceed for RFI 115 / Revision 1	5P	1	0	04-May-22 A	04-May-22 A		I Issue CO to Subcontractor / Direction to Proceed for RFI 115 / Revision 1																																						
REV01-120	District Review Pricing / Execute Change Order for RFI 115 / Revision 1	5P	5	0	04-May-22 A	31-Aug-22 A		■ District Review Pricing / Execute Change Order for RFI 115 / Revision 1																																						
REV01-145	A/E Approve Rebar Shops for RFI 115 / Revision 1	5P	5	0	06-May-22 A	20-May-22 A		■ A/E Approve Rebar Shops for RFI 115 / Revision 1																																						
REV01-130	Rebar Fabrication per RFI 115 / Revision 1	5P	10	0	20-May-22 A	03-Jun-22 A		■ Rebar Fabrication per RFI 115 / Revision 1																																						
Building C North																																														
REV01-140	Remove Existing Rebar & Templates at C North - RFI 115 / Revision 1	5P	2	0	06-May-22 A	06-May-22 A		I Remove Existing Rebar & Templates at C North - RFI 115 / Revision 1																																						
REV01-160	Clean Up & Prep of Footings - Bldg C North - RFI 115 / Revision 1	5P	3	0	09-May-22 A	20-May-22 A		■ Clean Up & Prep of Footings - Bldg C North - RFI 115 / Revision 1																																						
REV01-180	Reinstallation/Rework of Rebar & Templates - Bldg C North - RFI 115 / Revisions 1	5P	15	0	23-May-22 A	13-Jun-22 A		■ Reinstallation/Rework of Rebar & Templates - Bldg C North - RFI 115 / Revision 1																																						
REV01-200	Inspection / Survey of Templates - Bldg C North - RFI 115 / Revision 1	5P	1	0	13-Jun-22 A	13-Jun-22 A		I Inspection / Survey of Templates - Bldg C North - RFI 115 / Revision 1																																						
Building C South																																														
REV01-150	Remove Existing Rebar & Templates at C South - RFI 115 / Revision 1	5P	2	0	06-May-22 A	06-May-22 A		I Remove Existing Rebar & Templates at C South - RFI 115 / Revision 1																																						
REV01-170	Clean Up & Prep of Footings - Bldg C South - RFI 115 / Revision 1	5P	3	0	09-May-22 A	09-May-22 A		I Clean Up & Prep of Footings - Bldg C South - RFI 115 / Revision 1																																						
REV01-220	Reinstallation/Rework of Rebar & Templates - Bldg C South - RFI 115 / Revisions 1	5P	14	0	13-Jun-22 A	27-Jun-22 A		■ Reinstallation/Rework of Rebar & Templates - Bldg C South - RFI 115 / Revision 1																																						
REV01-240	Inspection / Survey of Templates - Bldg C South - RFI 115 / Revision 1	5P	1	0	28-Jun-22 A	28-Jun-22 A		I Inspection / Survey of Templates - Bldg C South - RFI 115 / Revision 1																																						
City Approval of Offsite Plans / Change in Storm Drain Materials																																														
EPL-1050.1	East Parking Lot - Submittal for Change of Storm Drain Material	5P	5	0	22-Jun-22 A	22-Jun-22 A		I East Parking Lot - Submittal for Change of Storm Drain Material																																						
EPL-1050.2	East Parking Lot - City Review Storm Drain Submittal	5P	10	0	22-Jun-22 A	22-Jun-22 A		I East Parking Lot - City Review Storm Drain Submittal																																						
EPL-1050.3	East Parking Lot - Procure New Storm Drain Materials	5P	5	0	22-Jun-22 A	22-Jun-22 A		I East Parking Lot - Procure New Storm Drain Materials																																						
City Approval of Offsite Plans / Relocate Onsite Sanitary Sewer Line																																														
U1000-DE01	Relocate Sanitary Sewer Line Away from Fire Water Line	5P	10	10	14-Nov-22	29-Nov-22	-101	■ Relocate Sanitary Sewer Line Away from Fire Water Line																																						
BIM Coordination																																														
Site																																														
BIMS-1000	Deep UG Utilities - BIM Coordination / RFIs	5P	10	0	02-Nov-21 A	29-Dec-21 A		■ Deep UG Utilities - BIM Coordination / RFIs																																						
Building C North																																														
BIMC1000	Bldg C North - Foundations - BIM Coordination / RFIs	5P	18	0	15-Nov-21 A	22-Nov-21 A		■ Bldg C North - Foundations - BIM Coordination / RFIs																																						
BIMC1020	Bldg C North - Plumbing & Electrical SOG - BIM Coordination / RFIs	5P	18	0	15-Nov-21 A	16-Feb-22 A		■ Bldg C North - Plumbing & Electrical SOG - BIM Coordination / RFIs																																						

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Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float	2021												2022												2023												2024											
								F	M	Apr	M	J	Jul	A	S	Oct	N	D	J	F	M	A	M	J	Jul	A	S	Oct	N	D	J	F	M	A	M	J	Jul	A	S	Oct	N	D	J	F	M										
Water																																																							
U1140	Onsite Dom. Water	5P	10	3	04-Apr-22 A	05-Oct-22	61																																																
U1150	Onsite Fire Water	5P	10	0	04-Apr-22 A	19-Jul-22 A																																																	
U1150.1	Onsite Fire Water - To Buildings & West Loop	5P	5	0	04-Apr-22 A	29-Apr-22 A																																																	
U1140.1	Onsite Dom. Water - To Bldgs	5P	5	0	04-Apr-22 A	26-Apr-22 A																																																	
U1150.2	Onsite Fire Water - East & North Loop (Summer)	5P	5	0	15-Jul-22 A	19-Jul-22 A																																																	
U1140.2	Onsite Dom. Water - North Loop	5P	3	3	03-Oct-22	05-Oct-22	61																																																
Stormtech System																																																							
U1020	Phase 1a - Stormtech - Cap & Cut Remaining Irrigation	6P	1	0	23-Jun-22 A	23-Jun-22 A																																																	
U1010	Phase 1a - Stormtech - Demolish CLF	6P	1	0	27-Jun-22 A	30-Jun-22 A																																																	
U1030	Phase 1a - Stormtech - Demo (Paving/Plygrnd/Grden)	6P	3	0	27-Jun-22 A	30-Jun-22 A																																																	
U1040	Phase 1a - Stormtech - Excavation & Rock Base	6P	5	0	11-Jul-22 A	04-Aug-22 A																																																	
U1170	Perform Perc Test per City Requirements	5P	14	0	14-Jul-22 A	14-Jul-22 A																																																	
U1050	Phase 1a - Stormtech - Set Stormtech Chamber	6P	5	0	26-Jul-22 A	19-Aug-22 A																																																	
U1060	Phase 1a - Stormtech - Stormtech Manholes	6P	5	0	28-Jul-22 A	17-Aug-22 A																																																	
U1110	Phase 1a - Stormtech - Connection to Site Storm Drain	6P	2	0	17-Aug-22 A	17-Aug-22 A																																																	
U1070	Phase 1a - Stormtech - Backfill & Compaction	6P	7	0	18-Aug-22 A	19-Aug-22 A																																																	
U1080	Phase 1a - Stormtech - Finish Grade	6P	5	5	29-Dec-22	04-Jan-23	-138																																																
U1090	Phase 1a - Stormtech - Temp Walkway Paving	6P	2	2	05-Jan-23	06-Jan-23	-113																																																
U1100	Phase 1a - Stormtech - Set Phase 2 Temp CLF & Gates	6P	1	1	07-Jan-23	07-Jan-23	-113																																																
U1120	Phase 1a - Stormtech - Complete	6P	0	0	07-Jan-23*	07-Jan-23*	-113																																																
Gas																																																							
A1080	So Cal Gas Co. Work Order (est. completion date).	5P	120	0	10-May-22 A	10-May-22 A																																																	
Gas1000	Site Gas Installation	5P	13	0	17-Jun-22 A	20-Jul-22 A																																																	
Gas1020	Relocate Existing Gas Meter for New Edison Pathway	5P	13	0	21-Jun-22 A	21-Jul-22 A																																																	
Gas1010	Gas Co. Line & Meter Assembly	5P	5	5	27-Dec-22	03-Jan-23	-17																																																
Buildings																																																							
Building C (Classrooms)																																																							
Building C - North																																																							
Foundation																																																							
CN-20000.1	Bldg C - North - Fire Riser	5P	5	0	07-Feb-22 A	10-Feb-22 A																																																	
CN-20000	Bldg C - North - Plumb & Fire Underground	5P	5	0	08-Feb-22 A	14-Feb-22 A																																																	
CN-70060	Bldg C - North - Elect. Underground	5P	5	0	11-Feb-22 A	28-Feb-22 A																																																	
CN-20010.1	Bldg C - North - Layout & Excavate Footings	5P	9	0	28-Feb-22 A	10-Mar-22 A																																																	
CN-20010	Bldg C - North - Footing Construction	5P	15	0	28-Feb-22 A	15-Jun-22 A																																																	
CN-20010.2	Bldg C - North - Set Footing & Grade Beam Rebar	5P	10	0	04-Mar-22 A	13-Jun-22 A																																																	
CN-20010.3	Bldg C - North - Set AB Templates	5P	4	0	08-Mar-22 A	13-Jun-22 A																																																	
CN-60070	Bldg C - North - Form & Pour Elevator Pit	5P	9	0	18-Apr-22 A	02-May-22 A																																																	
CN-60080	Bldg C - North - Waterproof Elevator Pit	5P	3	0	09-May-22 A	09-May-22 A																																																	
CN-20010.4	Bldg C - North - Footing Structural Observation / Inspections	5P	1	0	09-Jun-22 A	09-Jun-22 A																																																	
CN-20010.5	Bldg C - North - Place Footing/Grade Beam Concrete	5P	1	0	15-Jun-22 A	15-Jun-22 A																																																	
CN-20020	Bldg C - North - Plumbing @ SOG	5P	5	0	20-Jun-22 A	24-Jun-22 A																																																	
CN-20030	Bldg C - North - SOG (Inc Stair Slab)	5P	8	0	01-Aug-22 A	07-Sep-22 A																																																	
CN-20030A	Bldg C - North - SOG (Inc Stair Slab) - Pour #1	5P	4	0	01-Aug-22 A	23-Aug-22 A																																																	
CN-70070	Bldg C - North - Electrical @ SOG	5P	5	0	10-Aug-22 A	15-Aug-22 A																																																	
CN-20030.0	Bldg C - North - Pour SOG - Pour #1	5P	0	0		23-Aug-22 A																																																	
CN-20030B	Bldg C - North - SOG (Inc Stair Slab) - Pour #2	5P	4	0	24-Aug-22 A	07-Sep-22 A																																																	
CN-70010	Bldg C - North - Cure SOG	7P	5	0	07-Sep-22 A	13-Sep-22 A																																																	

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H1380	Playcourts Phase 1 - Temp Striping	5P	1	1	28-Mar-23	28-Mar-23	-7																																																	I	Playcourts Phase 1 - Temp Striping
Landscape																																																									
Bldg A Landscaping																																																									
LA1000	Bldg A - Irrigation	5P	5	5	21-Feb-23	27-Feb-23	3																																																	I	Bldg A - Irrigation
LA1030	Bldg A - Soil Amendments	5P	3	3	28-Feb-23	02-Mar-23	3																																																	I	Bldg A - Soil Amendments
LA1040	Bldg A - Planting	5P	8	8	03-Mar-23	14-Mar-23	3																																																	I	Bldg A - Planting
Bldg B Landscaping																																																									
LA1010	Bldg B - Irrigation	5P	5	5	16-Feb-23	22-Feb-23	9																																																	I	Bldg B - Irrigation
LA1070	Bldg B - Soil Amendments	5P	2	2	23-Feb-23	24-Feb-23	9																																																	I	Bldg B - Soil Amendments
LA1080	Bldg B - Planting	5P	6	6	27-Feb-23	06-Mar-23	9																																																	I	Bldg B - Planting
Bldg C South Landscaping																																																									
LA1090	Bldg C South - Irrigation	5P	5	5	29-Mar-23	04-Apr-23	-24																																																	I	Bldg C South - Irrigation
LA1050	Bldg C South - Soil Amendments	5P	4	4	05-Apr-23	10-Apr-23	-24																																																	I	Bldg C South - Soil Amendments
LA1060	Bldg C South - Planting	5P	8	8	11-Apr-23	20-Apr-23	-24																																																	I	Bldg C South - Planting
Bldg C North Landscaping																																																									
LA1100	Bldg C North - Irrigation	5P	5	5	05-Apr-23	11-Apr-23	-27																																																	I	Bldg C North - Irrigation
LA1110	Bldg C North - Soil Amendments	5P	2	2	12-Apr-23	13-Apr-23	-27																																																	I	Bldg C North - Soil Amendments
LA1120	Bldg C North - Planting	5P	8	8	14-Apr-23	25-Apr-23	-27																																																	I	Bldg C North - Planting
East Parking Lot Landscaping																																																									
LA1020	East Parking Lot - Landscape & Irrigation	5P	20	20	17-Jan-23	13-Feb-23	24																																																	I	East Parking Lot - Landscape & Irrigation
Punchlist & Close-Out																																																									
A1480	Phase 1 - Landscape Punchlist	5P	10	10	26-Apr-23	09-May-23	-27																																																	I	Phase 1 - Landscape Punchlist
A1530	Phase 1 - 90-Day Maintenance Period	7P	90	90	10-May-23	07-Aug-23	91																																																	I	Phase 1 - 90-Day Maintenance
A1540	Phase 1 - Final Inspection & Corrections	5P	5	5	08-Aug-23	14-Aug-23	64																																																	I	Phase 1 - Final Inspection
A1550	Phase 1 - Landscape Completion - [FM]	5P	0	0		14-Aug-23	64																																																	I	Phase 1 - Landscape Completion
Parking Lot Construction																																																									
East Parking Lot																																																									
EPL-1050	East Parking Lot - Storm Drain Line (Storm-Tech to City)	6P	5	0	05-Jul-22 A	11-Jul-22 A																																																		I	East Parking Lot - Storm Drain Line (Storm-Tech to City)
EPL-1020	East Parking Lot - Construct Light Post Bases	6P	5	0	12-Jul-22 A	13-Jul-22 A																																																		I	East Parking Lot - Construct Light Post Bases
EPL-1000	East Parking Lot - Relocate K-Rail, Lunch Shelter, & CLF	6P	1	1	21-Dec-22	21-Dec-22	-140																																																	I	East Parking Lot - Relocate K-Rail, Lunch Shelter, & CLF
EPL-1130	East Parking Lot - Remove Fire Lane Base / Rough Grade	6P	5	5	22-Dec-22	28-Dec-22	-140																																																	I	East Parking Lot - Remove Fire Lane Base / Rough Grade
EPL-1030	East Parking Lot - Lighting Pathways	6P	2	2	29-Dec-22	30-Dec-22	-140																																																	I	East Parking Lot - Lighting Pathways
EPL-1040	East Parking Lot - Irrigation Sleeves	6P	2	2	29-Dec-22	30-Dec-22	-140																																																	I	East Parking Lot - Irrigation Sleeves
EPL-1060	East Parking Lot - Curb & Gutter	6P	10	10	31-Dec-22	12-Jan-23	-140																																																	I	East Parking Lot - Curb & Gutter
EPL-1070	East Parking Lot - Pervious Concrete Stalls	6P	10	10	13-Jan-23	25-Jan-23	51																																																	I	East Parking Lot - Pervious Concrete Stalls
EPL-1120	East Parking Lot - Backfill Curb Cuts and Islands	6P	2	2	13-Jan-23	14-Jan-23	-140																																																	I	East Parking Lot - Backfill Curb Cuts and Islands
EPL-1140	East Parking Lot - Finish Grading	6P	3	3	17-Jan-23	19-Jan-23	-140																																																	I	East Parking Lot - Finish Grading
EPL-1080	East Parking Lot - Base, Paving & Temp Striping	6P	5	5	20-Jan-23	25-Jan-23	-140																																																	I	East Parking Lot - Base, Paving & Temp Striping
EPL-1090	East Parking Lot - Gates	6P	2	2	26-Jan-23	27-Jan-23	-140																																																	I	East Parking Lot - Gates
EPL-1100	East Parking Lot - Cure Pavement	7P	30	30	26-Jan-23	24-Feb-23	30																																																	I	East Parking Lot - Cure Pavement
EPL-1110	East Parking Lot - Set Light Post Fixtures	6P	2	2	26-Jan-23	27-Jan-23	-140																																																	I	East Parking Lot - Set Light Post Fixtures
EPL-1150	East Parking Lot - Turn Over to District for Interim Use	6P	0	0		27-Jan-23*	-140																																																	I	East Parking Lot - Turn Over to District for Interim Use
EPL-1010	East Parking Lot - Slurry Coat & Striping	6P	5	5	25-Feb-23	02-Mar-23	25																																																	I	East Parking Lot - Slurry Coat & Striping
Parent Drop Off Phase 1																																																									
PDO-1030	Parent Drop Off Phase 1 - Setup Construction Fence	5p	2	2	14-Feb-23*	15-Feb-23	-24																																																	I	Parent Drop Off Phase 1 - Setup Construction Fence
PDO-1001	Parent Drop Off Phase 1 - Demo Existing Campus Parking Lot	5P	3	3	16-Feb-23	20-Feb-23	-23																																																	I	Parent Drop Off Phase 1 - Demo Existing Campus Parking Lot
PDO-1011	Parent Drop Off Phase 1 - Light Post Bases	5p	4	4	21-Feb-23	24-Feb-23	-23																																																	I	Parent Drop Off Phase 1 - Light Post Bases
PDO-1021	Parent Drop Off Phase 1 - Lighting Conduit	5p	2	2	27-Feb-23	28-Feb-23	-23																																																	I	Parent Drop Off Phase 1 - Lighting Conduit

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 Start Date: 02-Feb-21
 Finish Date: 19-Jan-24
 Data Date: 01-Oct-22
 Print Date: 11-Oct-22 12:31

- Remaining Level of Effort
- Actual Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work
- ◆ Milestone

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Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float	2021												2022												2023												2024		
								F	M	Apr	M	J	Jul	A	S	Oct	N	D	J	F	M	A	M	J	Jul	A	S	Oct	N	D	J	F	M	A	M	J	Jul	A	S	Oct	N	D	J	F	M	
Bldg C South																																														
BIMC1320	Bldg C South - Prepare & Submit Plumbing Shop Drawings	5P	10	0	31-Jan-22 A	24-May-22 A		Bldg C South - Prepare & Submit Plumbing Shop Drawings																																						
BIMC1330	Bldg C South - Review & Approve Plumbing Shop Drawings	5P	10	0	24-May-22 A	09-Jun-22 A		Bldg C South - Review & Approve Plumbing Shop Drawings																																						
Bldg A																																														
BIMC1340	Bldg A - Prepare & Submit Plumbing Shop Drawings	5P	10	0	31-Jan-22 A	31-May-22 A		Bldg A - Prepare & Submit Plumbing Shop Drawings																																						
BIMC1350	Bldg A - Review & Approve Plumbing Shop Drawings	5P	10	0	02-Jun-22 A	16-Jun-22 A		Bldg A - Review & Approve Plumbing Shop Drawings																																						
22 05 03 Piping																																														
Sub-2240	Prepare & Submit Plumbing Piping Submittal	5P	1	0	01-Nov-21 A	13-Dec-21 A		Prepare & Submit Plumbing Piping Submittal																																						
Sub-2250	Review Plumbing Piping Submittal	5P	10	0	14-Dec-21 A	15-Dec-21 A		Review Plumbing Piping Submittal																																						
Sub-2260	Procure Plumbing Piping	5P	14	0	17-Dec-21 A	18-Feb-22 A		Procure Plumbing Piping																																						
22 10 00 Fixtures																																														
Sub-2210	Prepare & Submit Plumbing Fixtures Submittal	5P	20	0	01-Nov-21 A	08-Feb-22 A		Prepare & Submit Plumbing Fixtures Submittal																																						
Sub-2220	Review Plumbing Fixtures Submittal	5P	10	0	08-Feb-22 A	17-Mar-22 A		Review Plumbing Fixtures Submittal																																						
Sub-2230	Procure Plumbing Fixtures	5P	60	20	18-Mar-22 A	28-Oct-22	24	Procure Plumbing Fixtures																																						
22 10 00 China																																														
Sub-2180	Prepare & Submit Plumbing China Submittal	5P	20	0	01-Nov-21 A	08-Feb-22 A		Prepare & Submit Plumbing China Submittal																																						
Sub-2190	Review Plumbing China Submittal	5P	10	0	08-Feb-22 A	17-Mar-22 A		Review Plumbing China Submittal																																						
Sub-2200	Procure Plumbing China	5P	60	20	18-Mar-22 A	28-Oct-22	24	Procure Plumbing China																																						
23 00 00 HVAC																																														
Shop Drawings																																														
Bldg C North																																														
BIMC1100	Bldg C North - Prepare & Submit HVAC Shop Drawings	5P	10	0	31-Jan-22 A	27-May-22 A		Bldg C North - Prepare & Submit HVAC Shop Drawings																																						
BIMC1130	Bldg C North - Review & Approve HVAC Shop Drawings	5P	10	0	27-May-22 A	02-Jun-22 A		Bldg C North - Review & Approve HVAC Shop Drawings																																						
BIMC1140	Bldg C North - Procure Ductwork	5P	30	0	03-Jun-22 A	30-Jun-22 A		Bldg C North - Procure Ductwork																																						
Bldg B																																														
BIMC1210	Bldg B - Prepare & Submit HVAC Shop Drawings	5P	10	0	31-Jan-22 A	27-May-22 A		Bldg B - Prepare & Submit HVAC Shop Drawings																																						
BIMC1220	Bldg B - Review & Approve HVAC Shop Drawings	5P	10	0	27-May-22 A	02-Jun-22 A		Bldg B - Review & Approve HVAC Shop Drawings																																						
BIMC1230	Bldg B - Procure Ductwork	5P	30	0	03-Jun-22 A	30-Jun-22 A		Bldg B - Procure Ductwork																																						
Bldg C South																																														
BIMC1240	Bldg C South - Prepare & Submit HVAC Shop Drawings	5P	10	0	31-Jan-22 A	27-May-22 A		Bldg C South - Prepare & Submit HVAC Shop Drawings																																						
BIMC1250	Bldg C South - Review & Approve HVAC Shop Drawings	5P	10	0	27-May-22 A	02-Jun-22 A		Bldg C South - Review & Approve HVAC Shop Drawings																																						
BIMC1260	Bldg C South - Procure Ductwork	5P	30	0	03-Jun-22 A	30-Jun-22 A		Bldg C South - Procure Ductwork																																						
Bldg A																																														
BIMC1270	Bldg A - Prepare & Submit HVAC Shop Drawings	5P	10	0	02-May-22 A	27-May-22 A		Bldg A - Prepare & Submit HVAC Shop Drawings																																						
BIMC1280	Bldg A - Review & Approve HVAC Shop Drawings	5P	10	0	27-May-22 A	02-Jun-22 A		Bldg A - Review & Approve HVAC Shop Drawings																																						
BIMC1290	Bldg A - Procure Ductwork	5P	30	0	03-Jun-22 A	30-Jun-22 A		Bldg A - Procure Ductwork																																						
23 05 13 VRF Piping & Fittings																																														
Sub-2150	Prepare & Submit VRF Piping & Fittings Submittal	5P	20	0	01-Nov-21 A	22-Nov-21 A		Prepare & Submit VRF Piping & Fittings Submittal																																						
Sub-2160	Review VRF Piping & Fittings Submittal	5P	10	0	01-Dec-21 A	16-Dec-21 A		Review VRF Piping & Fittings Submittal																																						
Sub-2170	Procure VRF Piping & Fittings	5P	15	5	17-Dec-21 A	07-Oct-22	-30	Procure VRF Piping & Fittings																																						
23 09 23 EMS																																														
Sub-2120	Prepare & Submit EMS Submittal	5P	20	0	01-Nov-21 A	08-Feb-22 A		Prepare & Submit EMS Submittal																																						
Sub-2130	Review EMS Submittal	5P	10	0	08-Feb-22 A	17-Feb-22 A		Review EMS Submittal																																						
Sub-4700	Resubmit & Re-Review EMS - Rev 1	5P	15	0	18-Feb-22 A	08-Apr-22 A		Resubmit & Re-Review EMS - Rev 1																																						
Sub-2140	Procure EMS	5P	20	10	11-Apr-22 A	14-Oct-22	27	Procure EMS																																						
23 30 00 Duct & Dampers																																														
Sub-2090	Prepare & Submit Duct & Dampers Submittal	5P	20	0	02-Nov-21 A	03-Dec-21 A		Prepare & Submit Duct & Dampers Submittal																																						
Sub-2100	Review Duct & Dampers Submittal	5P	10	0	06-Dec-21 A	08-Dec-21 A		Review Duct & Dampers Submittal																																						
Sub-4730	Procure Duct & Dampers	5P	20	0	08-Dec-21 A	08-Dec-21 A		Procure Duct & Dampers																																						
23 80 00 VRF Units																																														

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- Remaining Work
- Critical Remaining Work

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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 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.

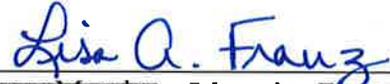
15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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: ~~Superintendent~~ Director, Purchasing
Date: 9-7-17

Architect

By: 
David Chow
Title: Western Regional Director
Date: 8/24/2017

EXHIBIT "A"

PROJECT



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.

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

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:



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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.

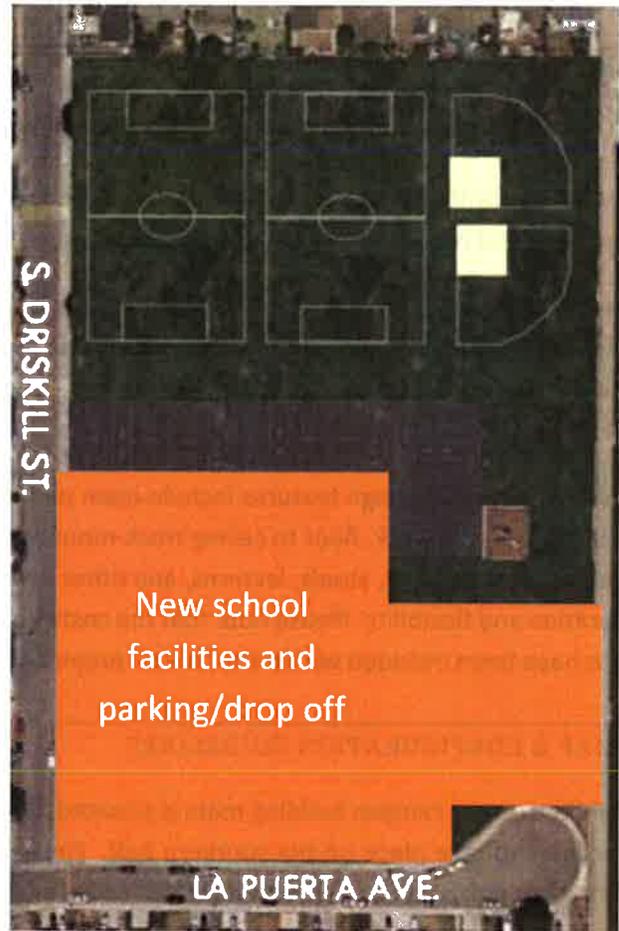
SITE MAP & CONFIGURATION GUIDELINES

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

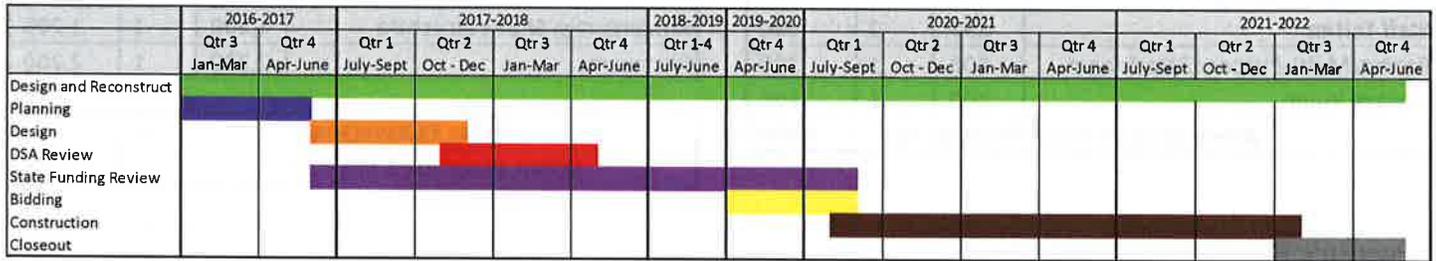
SUMMARY BUDGET:

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

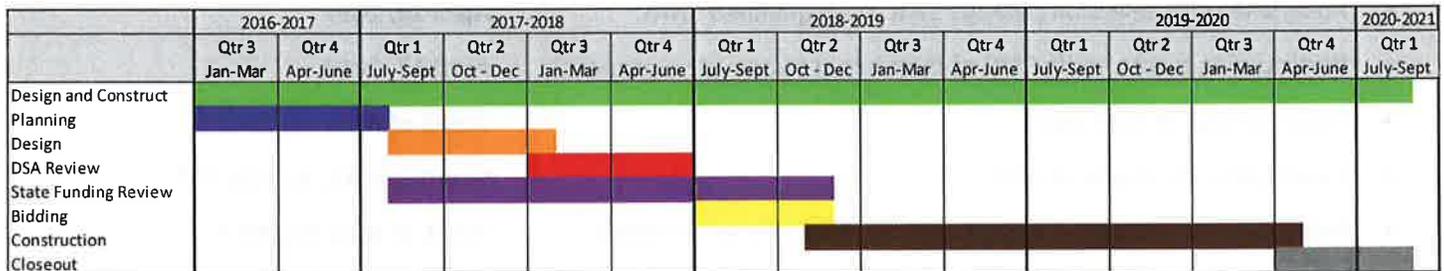
SUMMARY BUDGET:

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.

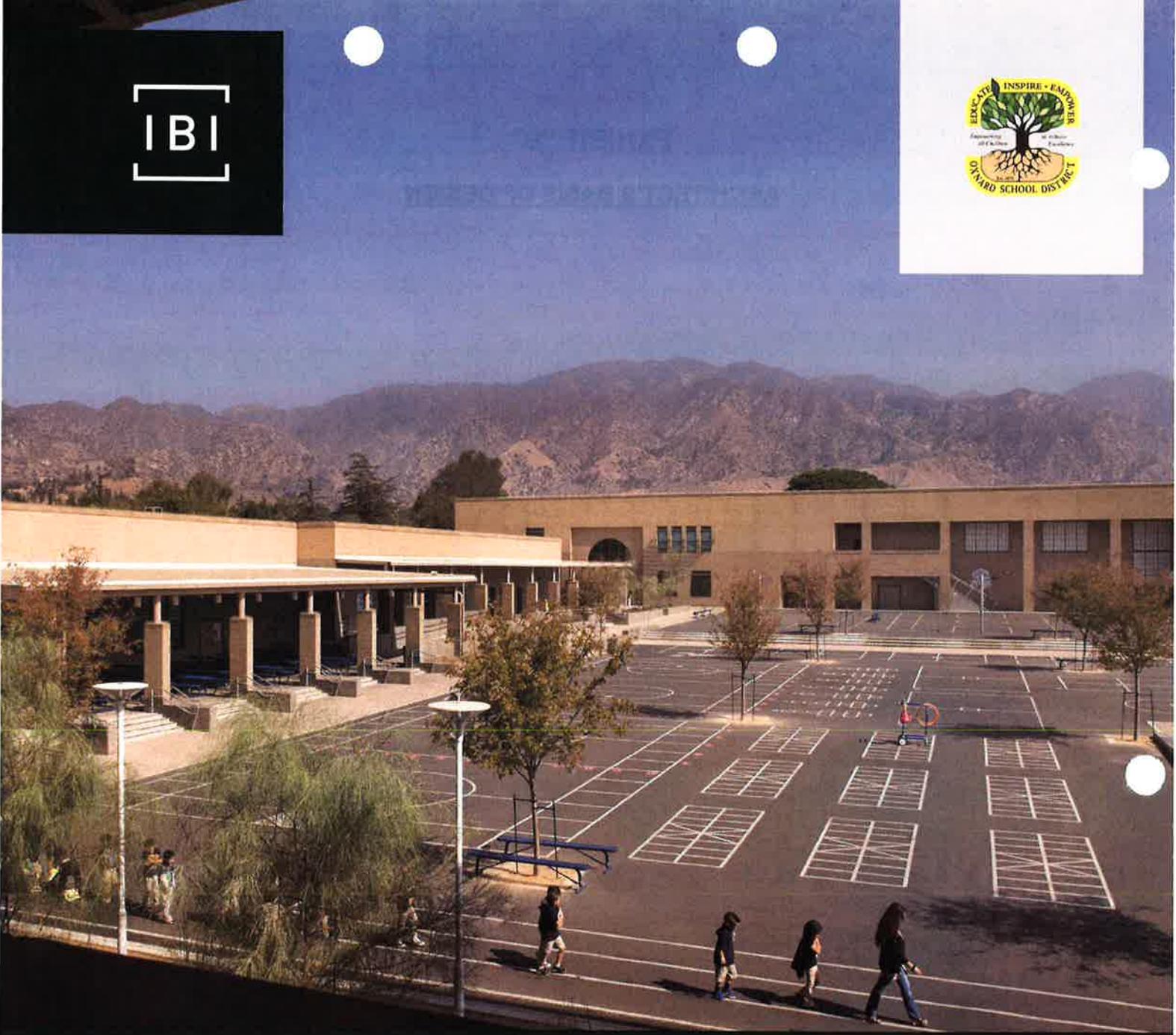
Whether a firm chooses to submit for one or both projects, one integrated proposal submittal is required. Limit response for the General Information requested to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs of 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

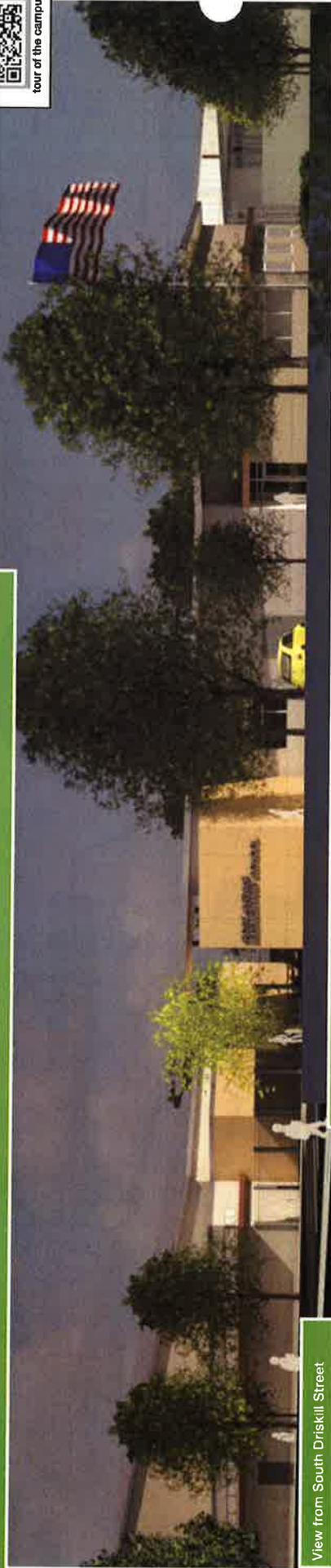


Architect Selection Package Reconstruction of Rose K-5 School

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



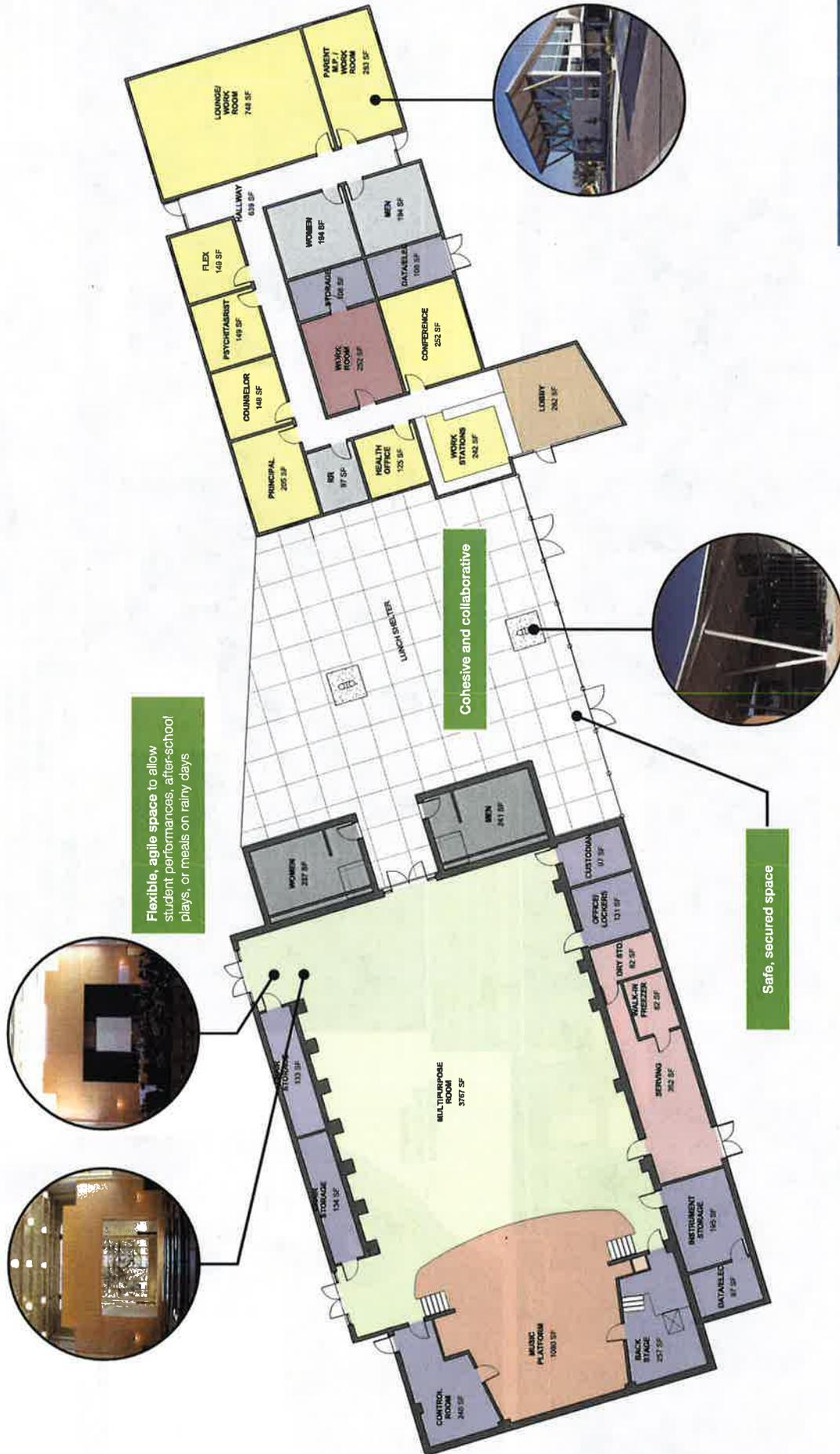
WE ARE FOCUSED ON THE LEARNER

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.

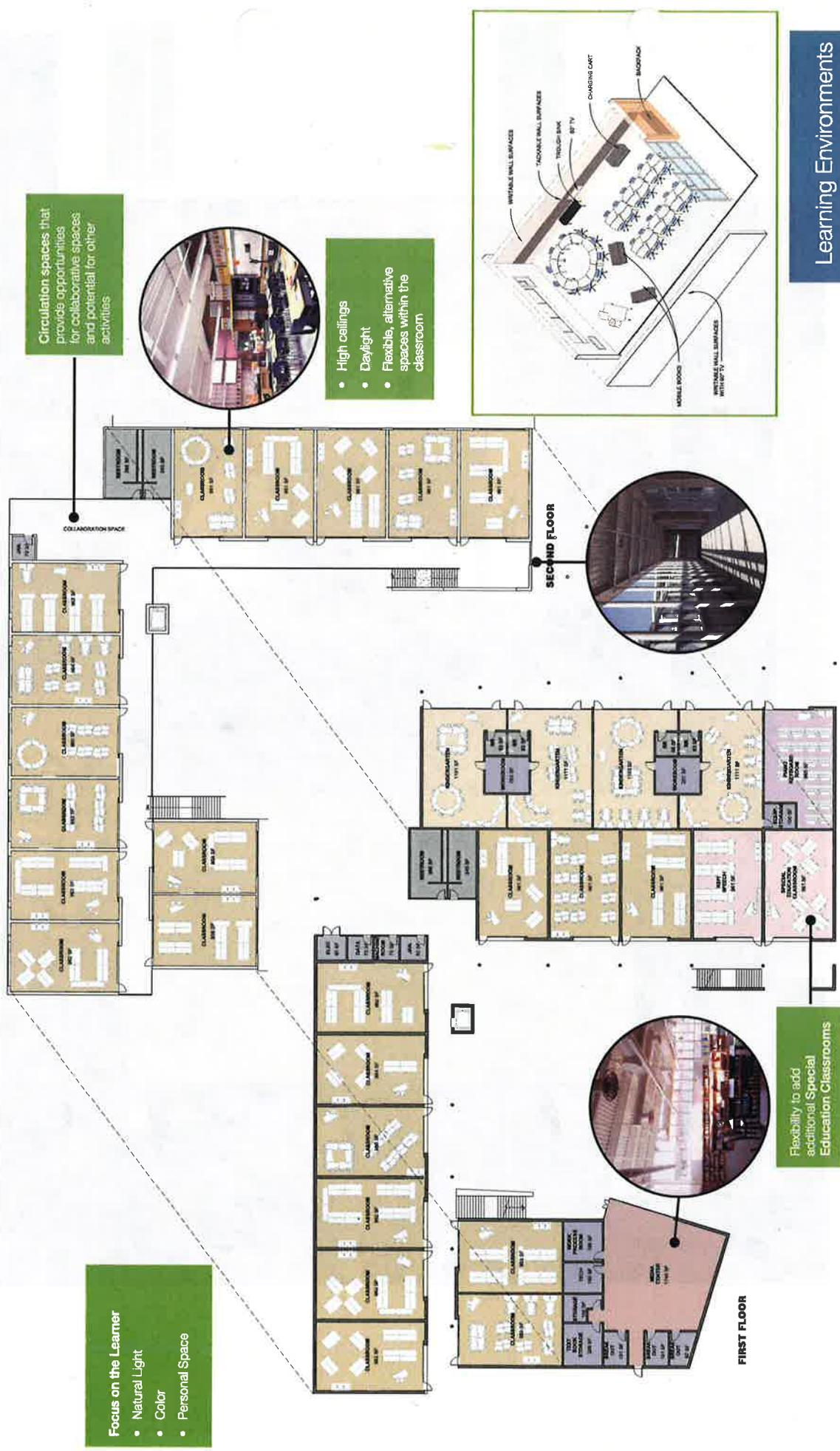
WE CONNECT CURRICULUM AND BUILDING DESIGN

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



Bus drop-off on the rear side of the campus provides a safer, more secure area for the students

Opportunity for separate play areas for different grades

Separate drop-off for kindergartners

Separate drop-off for grade school

Site Layout - Option 2



Defining the cities of tomorrow
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CONTACT US

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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 DISTRICT

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	598	sf	(2)		\$ 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		\$ 21,600
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		\$ 21,600
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		\$ 1,600,975
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	1	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	76	sf	76		\$ 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		\$ 1,070,600
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:

- No existing site reports were provided or reviewed as part of this estimate.
- Off-site utilities and utility company fees not included.
- Site power adequate; no new service or transformers needed.
- No escalation included.

Conceptual Cost Estimate

Cost Estimate – Rough Order Of Magnitude

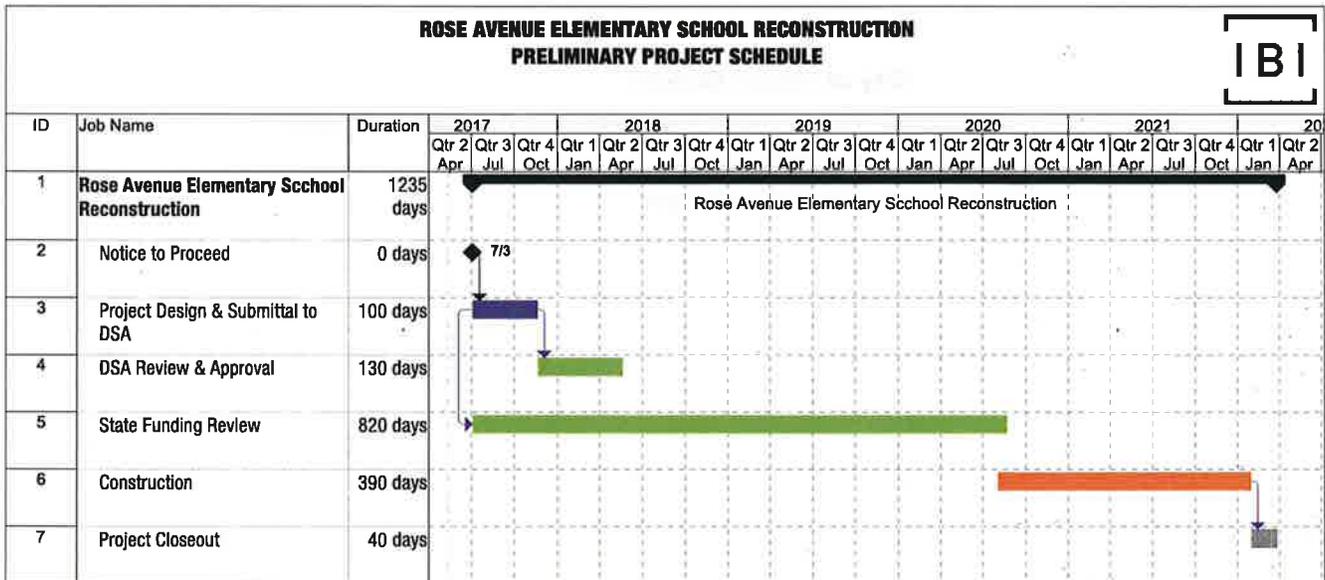
IBI Group has a strong history of understanding the design and construction influences that affect project budgets. We emphasize on-going cost control and apply it throughout all the design phases to assure the project is meeting your budget goals. With this in mind, we “design to budget” as well as provide exceptional design.

Proper cost budgeting and scope control starts at the very inception of the project. It will be the Client’s, the Lease Leaseback Contractor’s, and IBI Group’s responsibility to insure that the project’s financial goals are achievable and met. To assist in this determination, IBI Group offers its history of project cost estimating. IBI has worked in the public educational cost arena for over 40 years. And during that time, the cycle of economic forces have never been static. We task ourselves, each project, to understand the actual current conditions, local factors, period when construction will actually start, in order to be able to strategize maximizing limited funds. We will work together to review the budget and identify any concerns. If a District’s budget is not compatible with their wishes or expectations, it needs to be addressed at the beginning of the project. IBI typically wants to be involved in providing input to the entire project budget, not just the construction cost. Fees, insurance, utility connections, furniture and equipment, phasing, interim housing, and

moving/relocation expenses (along with other costs) are often left out by others or not enough contingency is included. All of these costs need to be considered as part of the total project cost. We highly recommend the District retain adequate contingency for both design and construction phases.

Our standard practice for a project of this size, is to retain independent construction cost estimating specialists which have reviewed the project in relation to the Conceptual Budget. Close coordination with District staff in regard to material selections, construction approaches, and regional labor and cost issues are integrated during the entire process. Statements of probable cost are prepared and reviewed at each phase of the work. Careful evaluations of the project’s design are done, including long-term cost benefits vs. the efforts to balance initial construction costs along with on-going costs of maintenance and security if you are to have a meaningful budget. By validating the cost estimate at each phase, making adjustments to the plans as required to maintain budget, we have found the project cost to be predictable. We refer to this as the “Principle of No-Surprises.”

Please see Attachment B on the following page for our full Cost Estimate.





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

- Kamla Raheja Vidyanidhi 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

2



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

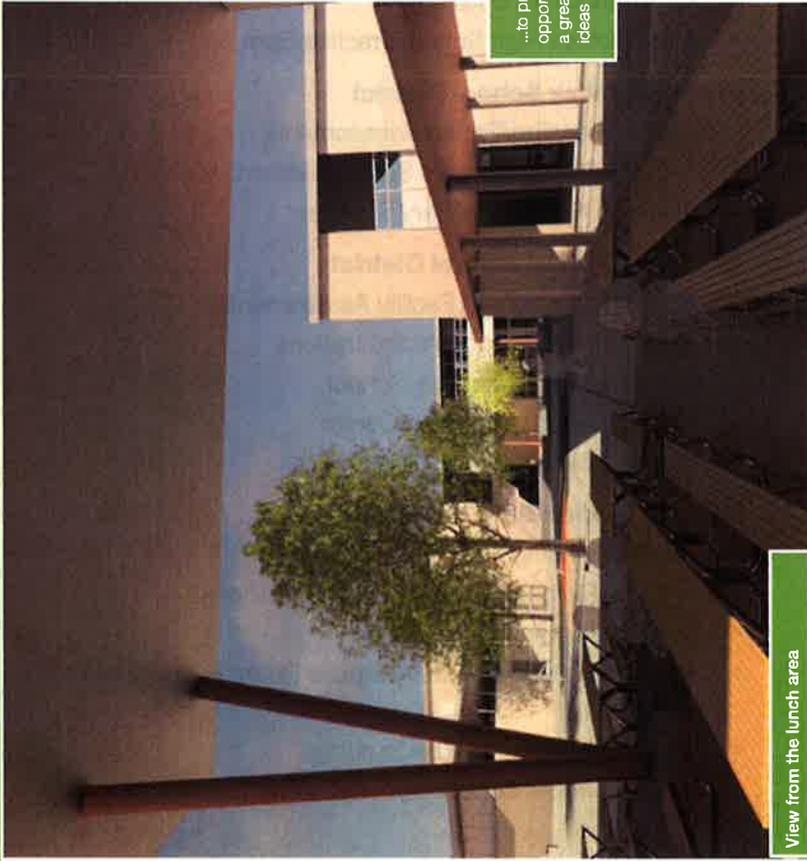
San Jose Unified School District

- 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

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.



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 area

Outdoor planting areas extend the classrooms to the exteriors

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.

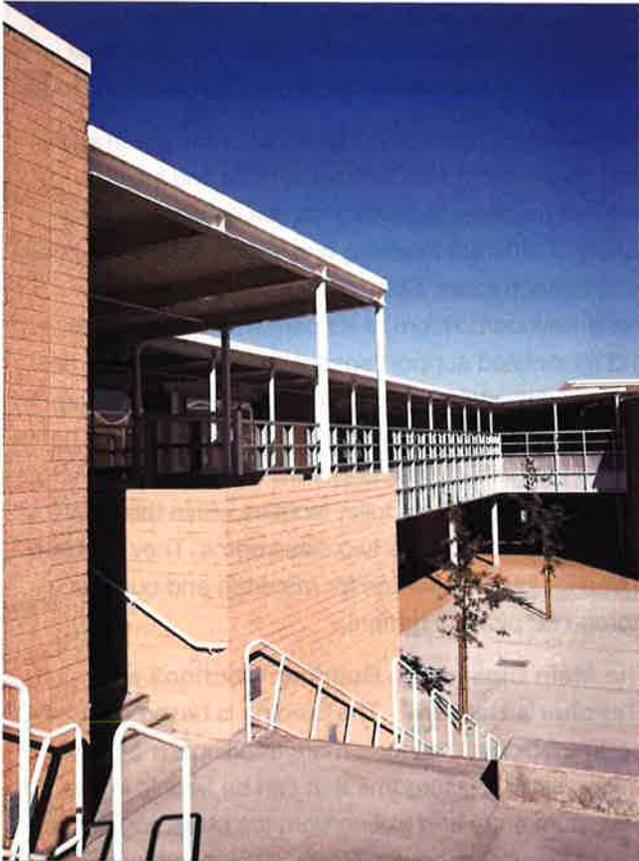
The Administration building with its simple design and shed roof structure along with the MPR signals the main point of entry for the campus. The Administration building reaches out to grab the visitor and welcome them into the campus in a secure and controlled manner. Once in the Administration area 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.

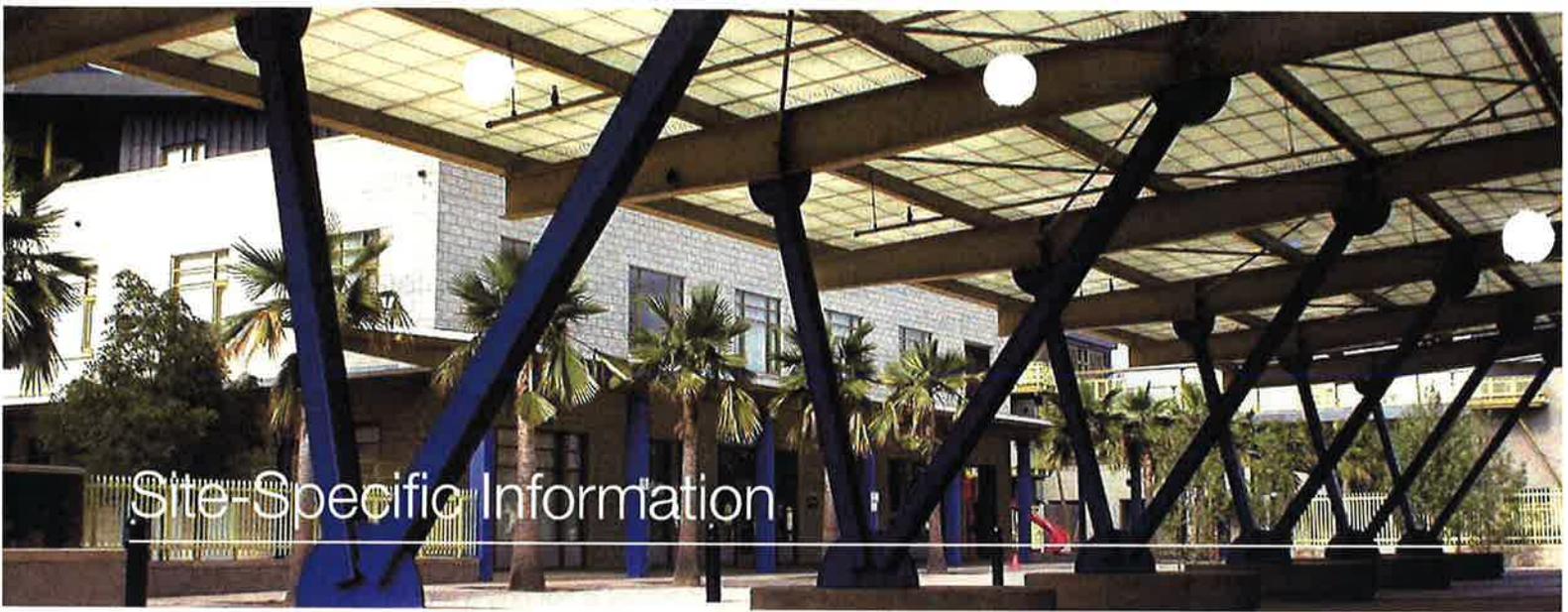
We are engaged within the community. From the very beginning IBI Group has understood that our work in the Oxnard Unified School District is an integral part of the community it serves. We at IBI are invested in creating environments for learners to thrive while also being hubs for community activity. 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

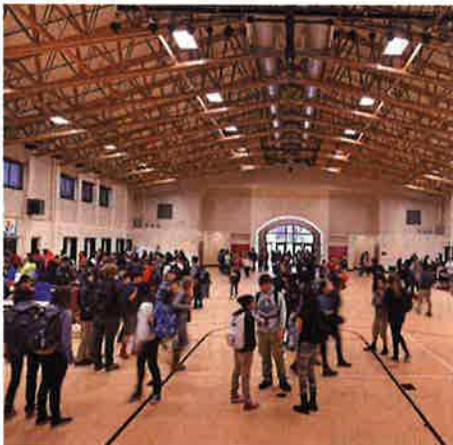


Paso Robles High School - 2-Story Classroom Building; Paso Robles, CA

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 list 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.

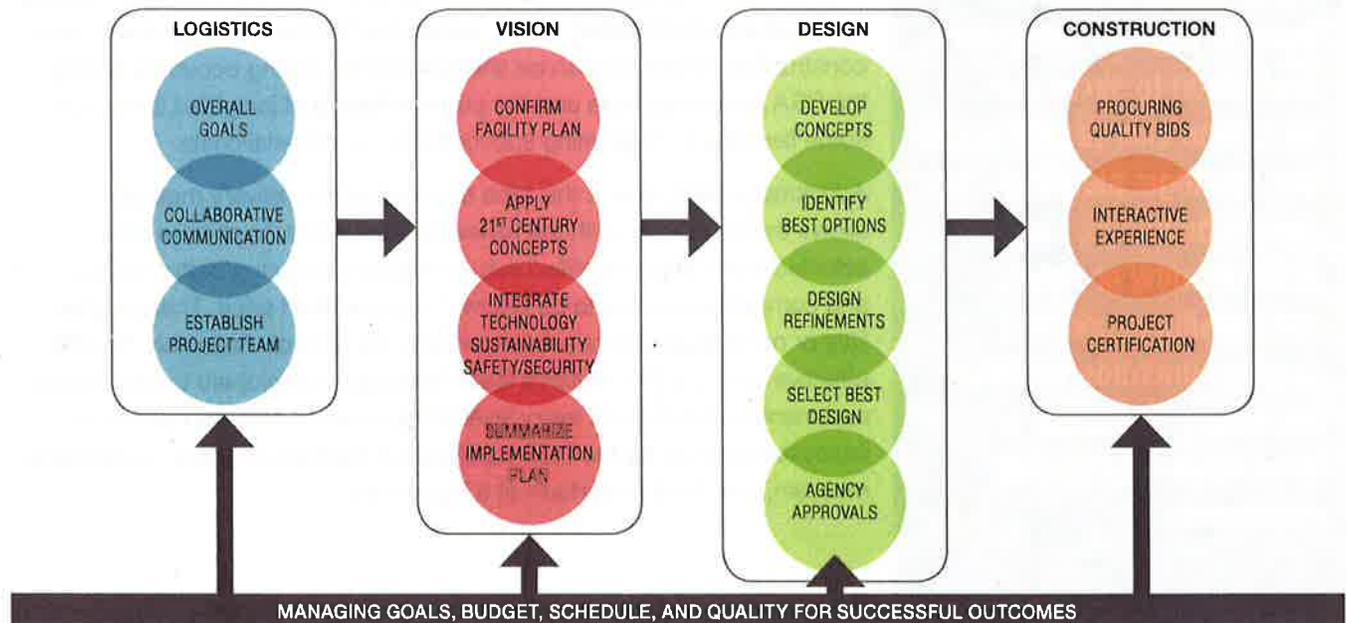
Good design, maintaining budget and schedule control begins at the initial planning of the project. Senior staff with extensive facility planning and design experience will be proactive in initiating appropriate means to effectively manage or accelerate the schedule. We will work closely with you and 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

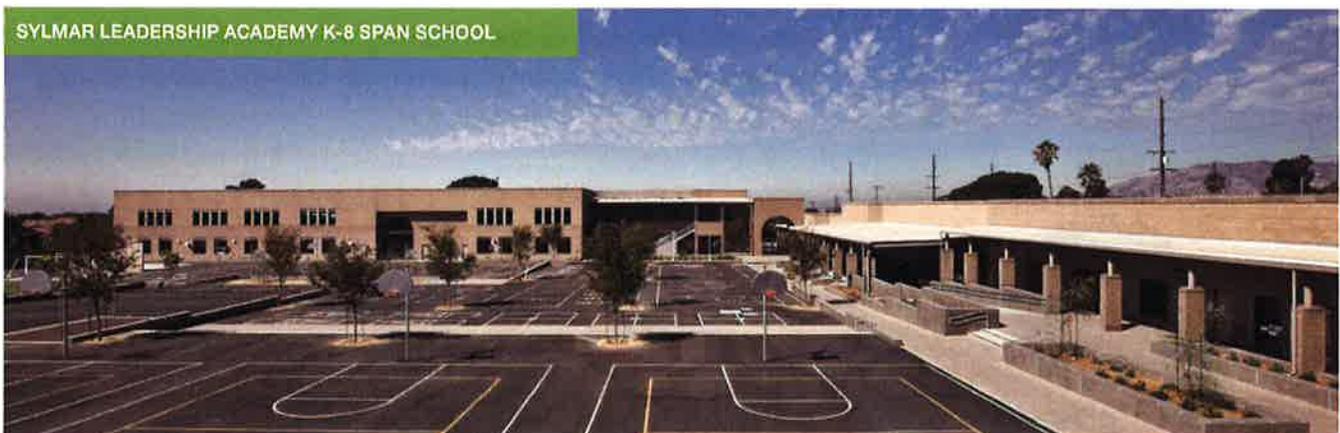
- Foster communication and collaboration:
 - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning 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

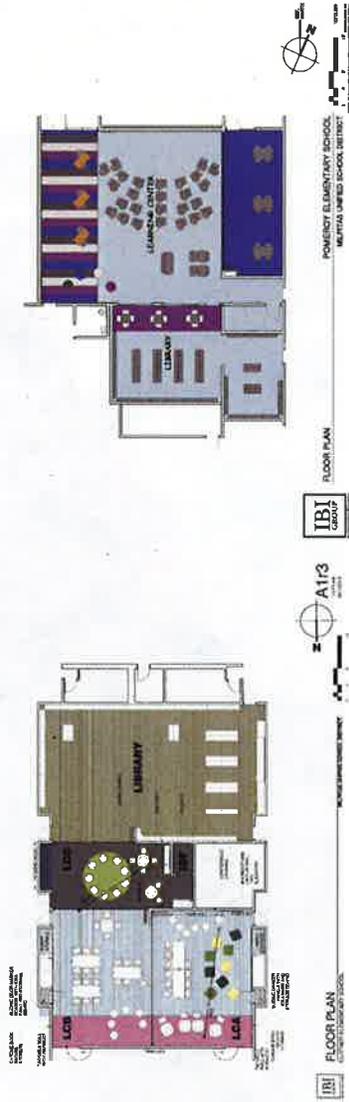
- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
 - Reflective spaces, collaborative spaces, performance spaces
 - Small group, large group spaces
 - Technology 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 Pomerooy 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 for spontaneous use and wireless technology, mobile devices and laptops are available as well as large long throw projectors.

MULTIS UNIFIED SCHOOL DISTRICT COMPLETED 2016





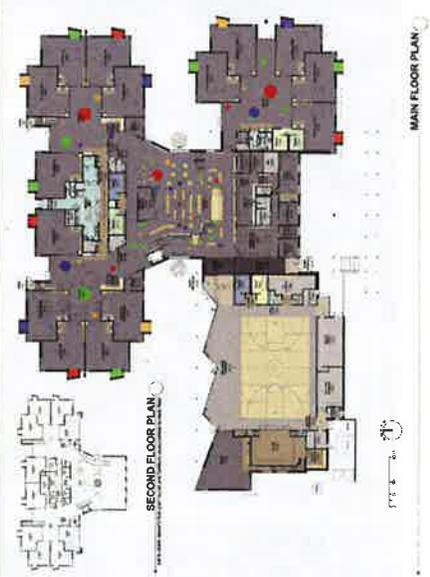
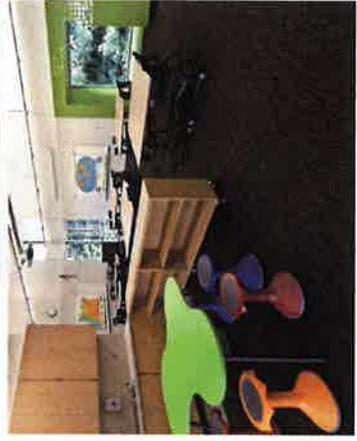
TRACE ELEMENTARY SCHOOL CLASSROOM BUILDING AND MEDIA CENTER

Arsonists 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 2016



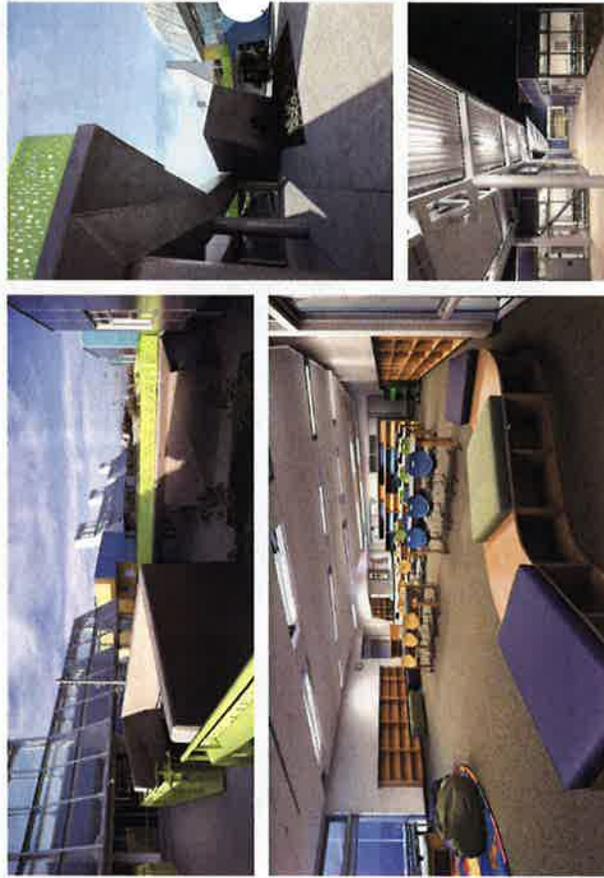
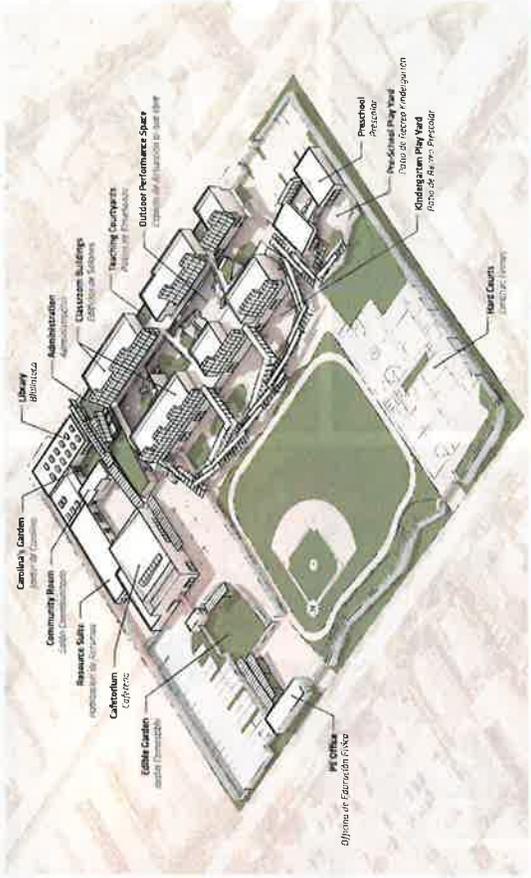
TRILLIUM CREEK PRIMARY SCHOOL
 Trillium Creek is a new primary school named for the headwaters of a creek that begin within its schoolyard. This school embraces multiple elements of sustainable design and presents unique features that support student learning. Heavily guided by a strong student voice, this child-centric design combines individual learning space opportunities with a collective transparency that connects students and teachers to the work of learning and teaching. The multidimensional library and its corkscrew slide remind us that research and inquiry is about wonder and curiosity.





**EDISON LANGUAGE ACADEMY
PRE-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.



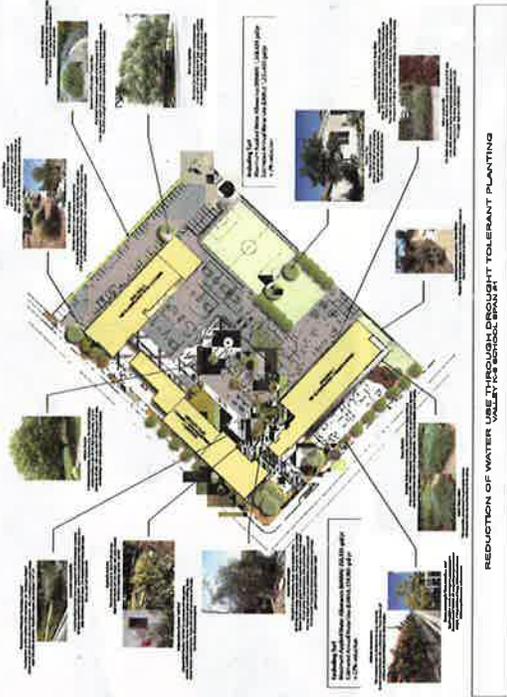


**SYLMAR LEADERSHIP ACADEMY
K-8 SPAN SCHOOL**

This project was designed for 2 small learning communities, one each for grades K-5 and 6-8. The Facilities are sized for each group of students with adjacent play areas sized accordingly. This project is located in a semi-rural community with a dedicated perimeter horse paths. The school presents a welcome face to the street while providing a secure internal environment for the students.

The school is highly sustainable. The project achieved 38 CHPS points and has been awarded HPI grant augmentation. The roof is designed for the future installation of photovoltaic panels.

LOS ANGELES UNIFIED SCHOOL DISTRICT COMPLETED 2014





**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.

TORANCE UNIFIED SCHOOL DISTRICT COMPLETED 2012



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

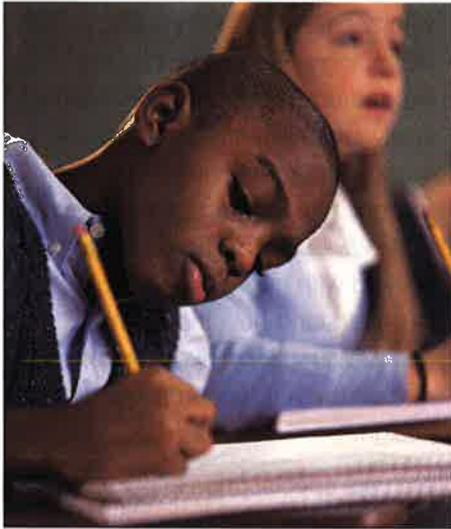


Public education for future generations challenges us to look beyond traditional forms of learning and teaching to envision learning communities that enable educators to collaborate, share best practices and integrate "Next Generation" skills into classrooms. This means creating relevant, real world, "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
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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:
 - (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 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%)

EXHIBIT "E"

INVOICE APPROVAL LETTER & BILLING COVER SHEET

Date: MM/DD/YYYY

Project: Reconstruction of Rose Avenue K-5 School

Consultant: IBI Group

IBI Group has submitted Invoice No. 123456 for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District.

By signing below, a representative of IBI Group, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the 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.

IBI Group

Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Date

Oxnard School District

Date

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

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00510
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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: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 18, 2023

Agenda Section: Section C: Personnel Agreement

Ratification of Addendum #1 to Agreement #22-62 – California State University Channel Islands (Torres/Carroll)

At the Board meeting of August 3, 2022, the Board of Trustees approved Agreement #22-62 between Oxnard School District and California State University Channel Islands to provide fieldwork experiences to students enrolled in various authorized credential programs for public school service. The partnership will deliver services in support of the programs that meet the regulations and standards of the California Commission on Teacher Credentialing (CCTC).

Addendum #1, addresses amended verbiage in Section 3 – Agency Responsibilities, and Section 5 – University Responsibilities, and is in effect for the period of August 1, 2023 through June 30, 2025. All other terms and conditions of Agreement #22-62 shall remain unchanged and in full force and effect.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees ratify Addendum #1 to Agreement #22-62 with California State University Channel Islands.

ADDITIONAL MATERIALS:

Attached: [Addendum #1 \(2 Pages\)](#)

[Agreement #22-62, California State University Channel Islands \(8 Pages\)](#)

Addendum #1 to OSD Agreement #22-62

ADDENDUM NO. 1

THIS ADDENDUM NO. 1 TO THE STUDENT TEACHING AGREEMENT- CREDENTIAL PROGRAMS (this "Addendum") is made and entered into effective as of August 1, 2023 (the "Effective Date") by the Trustees of the California State University on behalf of California State University Channel Islands, hereinafter referred to as "UNIVERSITY" and the Oxnard School District, hereinafter referred to as "AGENCY".

The purpose of this Addendum NO. 1 is to include additional UNIVERSITY classes and activities, which were not previously identified in this agreement, for which class participants engage in practice teaching at AGENCY school sites. The Addendum also modifies the description of the placement and payment process in order to distinguish between the process for the previously identified courses, and the process for the newly identified courses.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties do hereby agree as follows:

1. Section 3 under the heading of Agency Responsibilities shall be deleted in its entirety and replaced with the following:

"Each semester the UNIVERSITY will provide the placement list for classes EDMS 586, EDSS 586, SPED 586, EDMS 592, EDSS 592, or SPED 592. The AGENCY shall confirm the placement list, and then shall submit an invoice to the UNIVERSITY Accounts Payable Department for payment, at the rate provided, for all units of the practice teaching provided by the AGENCY under and in accordance with this agreement during said semester. It is the AGENCY responsibility to submit the invoice to the UNIVERSITY in the same fiscal year that the service was provided. The AGENCY shall attach to the invoice a certificate executed by a duly authorized representative of the AGENCY certifying that the AGENCY expanded or became obligated to expend in providing such practice teaching an amount no less than the amount of the invoice. The UNIVERSITY will pay the amount of such invoice from funding made available for such purpose by or pursuant to the laws of the State."

2. Section 5 under heading of University Responsibilities will include an additional section Titled 5.2 and will include the following:

"5.2.

UNIVERSITY students enrolled in EDMS 422, EDSS 424, and EDUC 101 classes during the fall and/or spring semester will spend one half-day per week at an assigned school at AGENCY for a minimum of 16 weeks of practice teaching."

3. No Further Modifications- Except as set forth in this Addendum NO. 1, all terms and conditions of the Student Teaching Agreement-Credential Programs shall remain unchanged and in full force and effect.

4. Counterparts- This Addendum NO. 1 may be executed in multiple counterparts, all of which taken together shall constitute a single agreement between the Parties. Executed counterparts of this Addendum NO. 1 may be delivered by PDF, e-mail and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, this Addendum NO. 1 has been fully executed by the University and Agency as of the date provided above.

For: Oxnard School District

For: Trustees of California State University at
Channel Islands

By:

Signature

Lisa A. Franz

Name

Director, Purchasing

Title

Date Signed

Signature

Name

Title

Date Signed

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs



THIS AGREEMENT entered into between the Trustees of the California State University on behalf of California State University Channel Islands, hereafter referred to as "UNIVERSITY," and the Oxnard School District, hereinafter referred to as "AGENCY".

The Term of this Agreement is July 1, 2022 through June 30, 2025, with the option for either party to renew or terminate the Agreement by providing written notice to the other party before June 30 of each year.

WHEREAS, AGENCY and UNIVERSITY desire to enter into an agreement for AGENCY to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the UNIVERSITY; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the Agency of an amount not to exceed the actual cost to the Agency of the services rendered; and

WHEREAS, the payment provided herein is intended to be transmitted promptly by the Agency to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher's charge.

NOW, THEREFORE, it is mutually agreed between the UNIVERSITY and AGENCY as follows:

AGENCY RESPONSIBILITIES

- 1) AGENCY shall provide to the UNIVERSITY students teaching experience through practice teaching in schools and classes of AGENCY. Such practice teaching shall be provided in such schools or classes of AGENCY and under the direct supervision and instruction of such employees of AGENCY, as AGENCY and the UNIVERSITY, through their duly authorized representative, may agree upon.
- 2) AGENCY may refuse to accept for practice teaching any student of the UNIVERSITY assigned to practice teaching in AGENCY, and upon request of AGENCY, the UNIVERSITY shall terminate the assignment of any student of the UNIVERSITY to practice teaching in the AGENCY.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs

supervision and instruction of employees of AGENCY, in the schools or classrooms in which the practice teaching is provided.

- 3) Each semester the UNIVERSITY will provide the placement list. The AGENCY shall confirm the placement list, and then shall submit an invoice to the UNIVERSITY Accounts Payable Department for payment,, at the rate provided, for all units of practice teaching provided by the AGENCY under and in accordance with this agreement during said semester. It is the AGENCY responsibility to submit the invoice to the UNIVERSITY in the same fiscal year that the service was provided. The AGENCY shall attach to the invoice a certificate executed by a duly authorized representative of the AGENCY certifying that the AGENCY expended or became obligated to expend in providing such practice teaching an amount no less than the amount of the invoice. The UNIVERSITY will pay the amount of such invoice from funding made available for such purpose by or pursuant to the laws of the State.

UNIVERSITY RESPONSIBILITES

- 4) The UNIVERSITY will work with AGENCY to ensure the student follows and completes the California state's requirement for fingerprinting/background checks prior to student teaching. The UNIVERSITY will also obtain from student and keep on file a clear tuberculosis (TB) test for each semester.
- 5) An assignment of a student of the UNIVERSITY to practice teaching in classes of AGENCY shall be, at the discretion of the UNIVERSITY for a minimum of 16 weeks of student teaching, each semester, for two semesters of the school year (i.e., fall and spring) . UNIVERSITY students enrolled in (EDMS 586, EDSS 586, or SPED 586) classes during the fall semester will spend a minimum of three days per week at an assigned school at AGENCY. UNIVERSITY students enrolled in (EDMS 592, EDSS 592, or SPED 592) classes during the spring semester will spend a minimum of three days per week at an assigned school at AGENCY. Candidates must complete a minimum of 300 hours in each semester's placement.

5.1 Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the student by AGENCY.

- 6) At no time shall a student teacher be considered or become an employee of AGENCY. The practice teaching is for the benefit of the student, and students do not displace regular employees. The UNIVERSITY shall inform the students that they are not entitled to wages, employee benefits, or worker's compensation benefits for the time

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs

spent at AGENCY in practice teaching. Further, Students are not employees of the UNIVERSITY.

UNIVERSITY AND AGENCY RESPONSIBILITIES

7) Indemnification

The parties hereto shall indemnify and hold each other harmless from any and all claims, losses, damages or injuries to person or property, and all costs, expenses and attorney's fees incurred in connection therewith, caused by the negligence or intentional acts of the indemnifying party, its agents or employees, arising out of performance of this Agreement.

8) Insurance

It is understood and agreed that the UNIVERSITY and AGENCY will maintain insurance (self-group) programs to fund its liabilities under or arising from the Agreement.

The UNIVERSITY agrees to procure and provide the SPLIP (Student Professional Liability Insurance Program) as a "claims made" policy with at least One Million Dollars (\$1,000,000) minimum limit for each occurrence and at least Three Million Dollars (\$3,000,000) aggregate for all covered parties, and not per student. The UNIVERSITY shall procure and maintain, during the term of this agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$5,000,000 aggregate. Coverage is provided for claims which are both: (1) first made against the Insured during the policy period; and (2) reported to the Carrier as soon as practical, but not later than three (3) years after the policy period. AGENCY will be considered an additional insured on the student's general liability policy. The UNIVERSITY agrees that AGENCY shall be an additional named insured under the SPLIP.

The AGENCY shall procure and maintain General Liability Insurance, comprehensive or commercial form, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate. Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

Certificates of Insurance: Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs

attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

9) Covid-19

AGENCY is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19." AGENCY is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. AGENCY, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, AGENCY will take steps to comply with the modified, changed or updated guidelines or directives. If at any time AGENCY becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.

10) Compliance with Laws: Harassment Policy

The UNIVERSITY acknowledge and agree that student will comply with all applicable laws and regulations. The UNIVERSITY acknowledges receipt of AGENCY's policy against harassment, including but not limited to sexual harassment, and agrees that student and UNIVERSITY will abide by said policy at all times.

10.1 Before assigning student to AGENCY, the UNIVERSITY will instruct such student on applicable UNIVERSITY and federal laws relating to unlawful discrimination (including harassment).

10.2 The UNIVERSITY will also instruct student on state and federal laws related to the Family Educational Rights and Privacy Act (FERPA).

11) CSU POLICIES, RULES AND REGULATIONS-DISCRIMINATION AND HARRASMENT

As established under California State UNIVERSITY Executive Orders 1096 and 1097, it is CSU policy to provide equal opportunity for all persons regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military and veteran status in its programs and activities. UNIVERSITY provides equal accommodations, advantages, facilities, privileges and

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs

services for all members of the campus community, as well as third parties, in its programs and activities.

AGENCY agrees to abide by all CSU policies to the extent such policies apply to UNIVERSITY students, staff, faculty and guests, including CSU policies prohibiting discrimination, harassment, and retaliation of all students, employees and third parties in CSU educational programs and activities. CSU Executive Orders 1096 and 1097 are accessible here:

CSU Executive Order 1096 “Systemwide *Policy* Prohibiting Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Employees and Third Parties and Systemwide *Procedure* for Addressing Such Complaints by Employees and Third Parties”
<http://www.calstate.edu/eo/EO-1096-rev-6-23-15.html>

CSU Executive Order 1097 “Systemwide *Policy* Prohibiting Discrimination, Harassment and Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Students and Systemwide *Procedure* for Addressing Such Complaints by Students”
<http://www.calstate.edu/eo/EO-1097-rev-6-23-15.html>

UNIVERSITY shall respond promptly and effectively to all reports of discrimination, harassment, and retaliation, and will take appropriate action to prevent, correct, cease, and when necessary, discipline behavior that violates this policy. Reports of possible discrimination, harassment or retaliation by AGENCY will result in the immediate termination of this agreement and immediate departure of the STUDENT from the AGENCY premises, regardless of the status of the UNIVERSITY’s investigation.

12) This Agreement may not be modified unless UNIVERSITY AND AGENCY agree in writing.

13) UNIVERSITY AND AGENCY agree to the extent not inconsistent with applicable federal law, this agreement shall be construed in accordance with and governed by the laws of the State of California.

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs

- 14) Any Notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:	AGENCY:
Dr. Elizabeth Orozco Reilly	Dr. Marlene Batista
Dean, School of Education	Director, Certificated Human Resources
(805)437.2073	(805) 385-1501 x2056
Elizabeth.reilly@csuci.edu	mbatista@oxnardsd.org

IN WITNESS WHEREOF, this Agreement has been fully executed by the UNIVERSITY and AGENCY as of the date provided above.

For Trustees of California State
University at Channel Islands

Paula Rockenstein 8/25/2022
Signature and Date

Paula Rockenstein
Name

Contact Manager
Title

For Agency

Lisa A. Franz
Signature and Date 8-10-2022

Lisa A. Franz
Name

Director, Purchasing
Title

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
6/24/2022

PRODUCER

Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor
San Francisco CA 94105

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE 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 MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY

CSU Channel Islands
One University Drive
Camarillo CA 95929-0025

PROGRAM AFFORDING COVERAGE

A: CSURMA

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> SIR \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CSURMA-LIAB-2223	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 2,000,000
					FIRE DAMAGE (Any one fire)	\$ 2,000,000
					MED EXPENSE (Any one person)	\$ Excluded
					PERSONAL & ADV INJURY	\$ 2,000,000
					GENERAL AGGREGATE	\$ 4,000,000
					PRODUCTS-COMP/OP AGG	\$ 4,000,000
					Sexual Abuse	\$2,000,000
	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)	\$
						\$
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW	CSURMA-WC-2223	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only. Evidence of coverage only.

CERTIFICATE HOLDER

CSU Channel Islands
One University Drive
Camarillo CA 93012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J. Howell

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 18, 2023

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #23-129 - Sunrise Physical Therapy Services Inc. (Torres/Magana)

Sunrise Physical Therapy Services Inc. will provide ergonomic jobsite evaluations and trainings for staff to reduce workplace injuries during the 2023-2024 school year.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$38,160.00 – Ergonomic Reimbursables

RECOMMENDATION:

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #23-129 with Sunrise Physical Therapy Services Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-129, Sunrise Physical Therapy Services Inc. \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

DESCRIPTION OF ERGONOMIC SERVICES:

SERVICES:

- **Individual Jobsite Evaluations and Training:** A pre-injury or post-injury evaluation of a worker's jobsite and the worker's biomechanical positioning and movement will be performed by Sunrise employees to identify potential risks and provide corrective recommendations. Changes to the work area on the day of the evaluation will be provided, if possible. Appropriate handouts and instruction for preventative techniques will be provided.

Follow up with the employee via phone, computer, and/or in person within 3 months of the initial evaluation will be included.

During an individual training the employee will be trained on proper body mechanics and preventative techniques for their specific job tasks. Pertinent handouts on preventative techniques will be provided to the employee.

A report in the format acceptable to Oxnard School District (OSD) will be provided for each interaction. A sign-in sheet for each training will also be provided.

- **Brief Evaluations/Training:** A Brief Evaluation/Training may be more appropriate at times. A shorter visit with an employee, such as a work area adjustment or reminders on posture, may only require a brief review/training. Another example is review of ergonomic equipment use, or review of preventative techniques previously discussed.

A report in the format acceptable to OSD will be provided for each interaction. A sign-in sheet for each training will also be provided.

- **Group Training:** A group of workers will be trained on injury prevention techniques for their specific job tasks. This training can include practicing techniques such as how to lift properly, job specific materials handling techniques, job specific activities involving posture and body mechanics, core stabilization, and/or stretching programs.

A report in the format acceptable to OSD will be provided for each training. A sign-in sheet will also be provided.

The above services can be provided remotely on a secure online platform if designated by OSD.

SCHEDULE OF FEES

FEES:

- Jobsite Evaluations/Individual Training: \$250.00
- Brief Evaluation/Training: \$150.00
- Group Training: \$375.00

These fees are applicable to both in person and online services.

PAYMENT:

Sunrise will provide a monthly log/invoice to OSD within the first week following the month of services rendered.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 18, 2023

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #23-162 – Art Trek, Inc. (Fox/Blevins)

Art Trek, Inc. is providing support to ensure that grade level Power Planning days are successful. Four days of the school year, grade levels will be subbed out to meet with administration. The focus during Power Planning days is PLC Overview/Process, Guaranteed and Viable Curriculum, and Common Formative Assessments.

Art Trek will provide art lessons to students while the teachers (one per class in each grade level) are Power Planning in the conference room.

Term of Agreement: September 13, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed \$8,075.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Kamala School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-162 with Art Trek, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-162, Art Trek Inc. \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services \$ _____

Other Ancillary Cost, as applicable \$ _____

Total not to Exceed \$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

ART TREK, INC.

A 501 (C) (3) non-profit organization

2023-2024 PROPOSAL FOR SITE INSTRUCTIONAL SERVICES

ART JOURNAL PROGRAM

Kamala Elementary School



This Proposal for Instructional Services between Kamala Elementary School with its address at 634 West Kamala Street, Oxnard, CA 93033 and Art Trek, with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

Kamala finds that ART TREK is willing to perform certain work described in accordance with the provisions of this Proposal. In consideration of this mutual proposal set forth herein and intending to be legally bound, the parties hereto agree as follows:

PROPOSED SERVICES for grades K-5:

ART TREK shall provide the following services to your school:

- Art Trek Site Instructors for grades K-5 for four sessions.
Sept 13, Oct 19, Jan 17, Apr 17

PAYMENT: Art Trek will be paid as follow

- **Program Fee-Grades K-5:** To be paid monthly for the number of hours on campus to teach 21 K-5 classes. The cost is \$95 per hour. The classes run 40-55 minutes.

The estimated time to teach these classes each session is 21.25 hours per session. (Adjustments to be made for any changes after the start of the school year.)

21.25 hours x \$95 per hour = \$2018.75 per session.

4 sessions x \$2018.75 = \$8075 for the year.

INVOICING

Invoicing shall be done on a monthly basis.

This Proposal shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

If this Proposal meets with your approval, please sign, date, and return so we can move forward!


Nan Young- Director

Sept 12, 2023
Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 18, 2023

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #23-163 with Ventura County Office of Education for Middle School Wellness Centers Expansion (Fox/Nocero)

The purpose of this Agreement/MOU is to fund a partnership between Oxnard School District and VCOE to provide personnel and peer support services for the purpose of increasing access to mental health services in locations that are easily accessible to students and their families. The Wellness Centers are designed to integrate disparate services from a variety of funding sources and organizations to unify care coordination and service provision through one centralized program and location.

Services may include mental health screening, intervention, counseling, education, and referrals; crisis intervention; linkages and access to counseling and mental health treatment/services by clinicians and other experts; placement assistance and service planning; coordination with health, educational, and other community services; suicide prevention; drop-out prevention; and outreach to high risk youth.

Term of Agreement: July 1, 2023 through June 30, 2026

FISCAL IMPACT:

None - Funding in the amount of \$750,000.00 for the 3-year period will be provided by VCOE as follows:

Year 1, 2023/2024 - \$450,000.00

Frank Academy, Fremont Academy, and Lopez Academy

Year 2, 2024/2025 - \$150,000.00

Frank Academy, Fremont Academy, and Lopez Academy

Year 3, 2025/2026 - \$150,000.00

Frank Academy, Fremont Academy, and Lopez Academy

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #23-163 with Ventura County Office of Education, to provide support and expansion for Middle School Wellness Centers.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-163, Ventura County Office of Education \(9 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between (Date)

Oxnard School District (hereinafter referred to as "Local Educational Agency" or "LEA") and (District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District LEA 1051 South A Street Oxnard, CA 93030

Dr. Jodi Nocero Contact Name jnocero@oxnardsd.org Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

<u>Chris Ridge - Director CHPP</u> VCOE Department Administrator	<u>mcj</u> VCOE Signature	<u>7-25-23</u> Date
<u>Lisa Cline</u> VCOE Executive Director Internal Business Services	<u>Lisa Cline</u> VCOE Signature	<u>7-31-23</u> Date

Local Educational Agency Approval

<u>Lisa A. Franz, Director, Purchasing</u> LEA Business Office Administrator	_____ Signature	_____ Date
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STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 06/30/2026. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

Compensation or Cost for Services

\$ 750,000.00

Other Ancillary Cost or fees, as applicable

\$ 450,000.00

Total not to Exceed

\$ 750,000.00

23/24
ENCUMBERED
cc 8/9/23

450,000.00

DESCRIPTION OF WORK (required):

Middle School Wellness Centers (Expansion and One-Time Funding) - Please see attached SOW

- Year 1 2023/2024 - \$450,000
- Year 2 2024/2025 - \$150,000
- Year 3 2025/2026 - \$150,000
- Total MOU shall not exceed \$750,000.

WORK SCHEDULE (if applicable):

[Empty box for work schedule details]

MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT

This Memorandum of Understanding (Agreement) is made and entered into by and between **Ventura County Office of Education (hereinafter referred to as VCOE) and Oxnard School District (hereinafter referred to as District)**. This Agreement confirms the District's participation in furnishing Middle School Wellness Centers. Agreement term is July 1, 2023, to June 30, 2026.

PROJECT TITLE: Middle School Wellness Centers

COVID CONDITIONS: Due to the unprecedented operating conditions created by our COVID context, VCOE intends to maximize flexibility related to this funding.

DESCRIPTION OF PROJECT: The purpose of this MOU is to fund a partnership between District and VCOE to provide personnel and peer support services for the purpose of increasing access to mental health services in locations that are easily accessible to students and their families. The Wellness Centers are designed to integrate disparate services from a variety of funding sources and organizations to unify care coordination and service provision through one centralized program and location. Through both on-campus and virtual programming and community-based partnerships, students will receive coordinated health/mental health and other support services to maximize student engagement and success. Services may include mental health screening, intervention, counseling, education, and referrals; crisis intervention; linkages and access to counseling and mental health treatment/services by clinicians and other experts; placement assistance and service planning; coordination with health, educational, and other community services; suicide prevention; drop-out prevention; and outreach to high-risk youth.

The Wellness Center will have at least two designated physical spaces. The first space will house the student Wellness Center and the second space is to enable a confidential space to maintain confidentiality and privacy when providing services to students. The Wellness Center will be open physically at least four (4) hours per day beginning after 12:00 PM or as best determined by District and VCOE. Wellness Center planning/activities will begin within 90 days of Agreement. This would include initiating the hiring of staff and announcing the Wellness Center is open and its services.

General services provided on school campuses can include but are not limited to:

Suicide prevention; drop-out prevention; placement assistance; and service planning for students in need of ongoing services; and outreach to high-risk youth, including foster youth, youth who identify as LGBTQ+, and youth who have been expelled or suspended from school.

For Year 1 (2023/2024) VCOE will:

- Provide funding to furnish one or multiple middle school wellness centers in your District. Wellness Centers will be furnished with couches, bean bag chairs, audio-visual equipment, computer and smartboard, food and snacks, and all program supplies. Activities may include student transportation costs and program communication plan, and contract speakers/workshops.

Middle School Wellness Centers District MOU July 1, 2023- June 30, 2026

- Provide District ongoing technical assistance for Wellness Center set-up.

For Years 1-3 (2023-2026) VCOE will provide the services for R.J. Frank Academy, Fremont Academy, and Dr. Manual M. Lopez Academy:

- Provide District training, coaching, and the coordination of integrated services between District, VCBH, and community-based agencies.
- Provide District ongoing technical assistance for Wellness Center implementation. This shall include collaborative meetings, instruction on the coordinated use of integrated student information systems, evaluation and data collection, and quarterly program monitoring.
- Schedule/provide training, schedule guest speakers and outside agency presentations, evaluate program services through site visits and provide data collection and evaluation support.
- Conduct site visits and review site implementation and operations for adherence to the MOU, evaluate program standards and procedures on a regular basis, provide support for Wellness Coordinators as needed, review expenditures and budgets, and conduct monthly staff meetings.
- Coordinate school-based training, workshops, education, and awareness presentations for each school site; provide initial and ongoing continuing education to staff; collect and compile training evaluations and surveys.
- Provide District with Data Tracking Tool to monitor and report all data as required by VCBH.
- Facilitate two bi-yearly (twice a year) Wellness Center Coordinator meetings.
- Meet individually with District quarterly to monitor progress towards goals, identify areas of need, and provide technical assistance.
- Collect District program implementation data and submit to VCBH.
- Fund District to hire a Wellness Center Coordinator.
- Fund District to furnish Wellness Center space and activities. Wellness Centers may be furnished with couches, bean bag chairs, audio-visual equipment, computer and smartboard, food and snacks, and all program supplies. Activities may include student transportation costs and contract speakers/workshops for the Center.

For Year 1 (2023/2024) District will:

- Use funding to furnish and open at least seven additional middle school wellness centers in their district.
- Provide two (2) virtual or physical spaces that are easily accessible to students and their families to implement the Wellness Center.
- Fund and furnish Wellness Center Space and activities. Wellness Centers may be furnished with (but not limited to): couches, bean bag chairs, audio-visual equipment, computer and smartboard, food and snacks, and all program supplies. Activities may include student transportation costs and program communication plan, and contract speakers/workshops.
- Attend meetings between VCOE and Districts as needed.

For Years 1-3 (2023-2026) District will provide the following services for R.J. Frank Academy, Fremont Academy, and Dr. Manual M. Lopez Academy:

- Begin implementation of services to support the Wellness Center within 90 days of Agreement.
- Provide two (2) physical spaces that are easily accessible to students and their families to implement the Wellness Center with opening hours to be minimally four (4) hours per day beginning at 12:00 PM or as determined between District and VCOE.
- Elect to fund staff or contract one (1) part-time staff per Center to serve as the Wellness Center Coordinator.
 - The Wellness Center Coordinator will manage the Wellness Program activities, oversee Mental Health Monthly campaigns, coordinate outreach, screenings, provide linkage to services, collect, and submit data reporting, as well as attend the monthly and quarterly meetings with VCOE. The Wellness Center Coordinator will work in a physical Wellness Center space during hours of operation and be available to VCOE staff for training as needed.
 - *Training and Workshops:* The Wellness Center Coordinator may provide Wellness Peers trainings, meetings, and facilitate student and family outreach. Outreach may be provided to all referred students, with planned programs for families, primary care providers, employers, and others. The Wellness Center Coordinator will also provide direct education to students, families, and other audiences through lunchtime get-togethers and special events.
 - *Identification:* The Wellness Center Coordinator will provide mental health referrals, crisis intervention referrals, and other early intervention services. The Wellness Center Coordinator will screen referred students and will provide linkages to appropriate services for further evaluation, interventions, short-term treatment, crisis intervention, and linkages to mental health resources.
 - *Linkage:* The Wellness Center Coordinator will assist in facilitating linkages and ensuring access to school-based and community-based services such as LGBTQ+ support groups, foster youth services, and academic counseling support. Wellness Center Coordinator will facilitate care coordination between school employees (administrators, teachers, nurses, school psychologists, behavior specialists, and counselors) and Wellness Center partners.
 - *Reporting:* The Wellness Center Coordinator will complete and submit the district-level Data Collection Tool quarterly to VCOE. First quarter data collection reporting will begin July 1, 2023, with final data collection on June 10, 2026. Reporting will be submitted to VCOE on October 10th, January 10th, April 10th, and June 10th. Final quarterly reporting will end June 10, 2026.
 - *The Wellness Center Coordinator should have knowledge of* current prevention practices of health and mental health, and alcohol, tobacco, and other drug prevention; word processing, spreadsheet technologies, and database software applications; diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of participating students and families; operation of a computer and data

entry techniques. Preferred education and experience are any combination equivalent to a bachelor's degree in one of the social sciences, vocational education, public administration, business administration, or related field. Experience in alcohol, tobacco, and other drug prevention; health; or mental health related fields is desired.

- Fund and furnish Wellness Center Space and activities. Wellness Centers will be furnished with a couch, beanbag chairs, audio-visual equipment, computer and smartboard, food and snacks, and all program supplies. Activities may include student transportation costs and contract speakers/workshops for the Center.
- Collect and submit the following data with Data Collection Tool, which includes but is not limited to:
 - Number of students *served* in the Wellness Center.
 - Number of students *screened* in the Wellness Center.
 - Number of students *referred* to the Wellness Center.
 - Number of students referred to school-based *individual* services, school-based *group* services, *community-based* mental health services, and other services.
 - Number of calls to the VCBH Crisis Team.
 - Number of students and staff who attend trainings.
 - Number of family Engagement Activities including attendance numbers, title of training, and event language.
 - Collection of successes and challenges during the reporting period.
- Ensure Wellness Center Coordinator may meet with Wellness Peers twice per month for ongoing training, Communications, and Center Implementation.
- Attend contract meetings between VCOE and Districts. Meetings will occur twice a year and will include a review of the Partnership, quality, and new regulations, review program implementation, provide information about program services, and feedback.
- OPTIONAL: Identify, recruit, and train up to ten (10) students per school, annually to serve as the Wellness Peers.
 - The Wellness Peer is a middle school student. Students will be identified and trained each subsequent year. Students should have a minimum grade point average of 3.0, have the willingness to complete training, and possess the ability to communicate effectively to intervene with at-risk students.
 - *Training and Workshops*: Wellness Peers will be trained to refer at-risk students and provide student support. They will be encouraged to participate in educational workshops.
 - *Outreach and Communication*: Wellness Peers may conduct the awareness campaign by leading student assemblies and lunchtime get-togethers, orchestrating events, creating a webpage, and messaging with updated content each month based on the monthly theme, using proven messaging from national and state awareness

campaigns, create posters and other communications on the school campus, create awareness messaging on approved social media, etc. Wellness Peers will be encouraged to participate in outreach to students who may be experiencing mental health challenges. Wellness Peers will also provide input on each District’s Wellness Center.

Fiscal Responsibilities:

District is expected to expend all funds by June 10, 2026. All items for the Wellness Center must be received and expended on or before June 10, 2026. Carryover and extension of funds will not be considered.

Expend funds as allowable. *Examples* of allowable budget categories considered for reimbursement by VCOE:

- **Certificated and Classified Salaries**
- **Employee Benefits** (certificated/classified)
- **Other Costs** District will fund and furnish Wellness Center Space and activities. Wellness Centers will be furnished with a couch, beanbag chairs, audio-visual equipment, a computer, a smartboard, food and snacks, and all program supplies. Activities include staff and peer training supplies, program supplies, food, and snacks.
- Year 1 2023/2024 - \$450,000
 - a. R.J. Frank Academy, Fremont Academy, and Dr. Manual M. Lopez Academy: \$150,000
 - b. At least seven additional Wellness Centers: \$300,000
- Year 2 2024/2025 - \$150,000
 - a. R.J. Frank Academy, Fremont Academy, and Dr. Manual M. Lopez Academy
- Year 3 2025/2026 - \$150,000
 - a. R.J. Frank Academy, Fremont Academy, and Dr. Manual M. Lopez Academy
- Total MOU shall not exceed \$750,000.
- Invoices will be due quarterly:

Covers Expenses for:	Due to VCOE by:
July, August, & September	October 10
October, November, & December	January 10
January, February & March	April 10
April, May, & June	June 10

- Documentation should include:
 - a. Invoice
 1. Invoice numbers must match reports
 2. Invoice cannot include any encumbrances
 3. Invoice must be broken out into two sections

- Expansion (R.J. Frank Academy, Fremont Academy, and Dr. Manual M. Lopez Academy)
 - One-Time Funding (additional centers)
- b. Escape Account Transaction Detail Report (Fiscal 20)
 1. Including invoices for orders and delivery confirmation such as packing slips.
 - c. Escape Labor Distribution Summary (Pay 109)
- District must submit final invoices by June 10, 2026. Invoices received after June 10, 2026, **will not be paid.**

Insurance

VCOE and District each recognizes and accepts that the other party is a public agency and is self-insured for workers' compensation coverage. District participates in the Ventura County Schools Self-Funding Authority (VCSSFA), and therefore collectively self-insure for general liability, and property coverage under the VCSSFA self-insurance programs.

Termination

Both parties may terminate this Agreement at any time for any reason by providing 30 days written notice to either party. In the event of termination under this paragraph, District will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Agreement. Should funding for such services not be made available from VCBH, VCOE shall notify LEA and terminate this MOA.

Default

If District defaults in the performance of any term or condition, District must remedy that default by a satisfactory performance within 10 days after receipt of written notice of the default. If the District fails to remedy the default within that time, then VCOE may terminate this contract with a final notice.

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein.

Lisa A. Franz, Director, Purchasing
Authorized District Representative

Signature Date

Valerie Mitchell, Asst. Supt., Business & Fiscal Services
Authorized District Fiscal Representative

Signature Date

Lisa Cline,
VCOE Exec. Director Internal Business Services

Lisa Cline 7-31-23
Signature Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 18, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-166 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2023-2024 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students:

JM111710	\$71,000.00	DP010810	\$46,000.00
JM111710(ASL)	\$88,500.00	MA102113	\$52,600.00
JN090409	\$22,000.00	EG061410	\$41,500.00
AC080310	\$37,000.00	LJ071616	\$57,300.00
VC120515	\$33,200.00	JB080313	\$40,000.00
MP111618	\$63,500.00	DG052310	\$42,000.00
JV120313	\$71,000.00	SR112811	\$63,000.00
IH081410	\$16,000.00		

FISCAL IMPACT:

\$744,600.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-166 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's).

ADDITIONAL MATERIALS:

Attached: [Agreement #23-166, Ventura County Office of Education \(45 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT Page 1 of 15
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear



8.30.23

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 03/22/2024. This agreement reflects the information in the student's IEP dated 6/7/2023.

Estimated Fees

Table with 2 columns: Description and Amount. Row 1: Estimated Cost for Services, \$71,000.00. Row 2: Other Ancillary Cost or fees, as applicable, \$. Row 3: Total not to Exceed, \$.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for, JM111710, a Special Education pupil who is a resident of LEA and currently attends Foster Middle School, a special education program operated by VCOE. Paraeducator performing special circumstance educational support (SCES) in the classroom for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided in the classroom for 240 minutes daily and during transportation for 30 minutes daily for a total of 270 minutes daily. LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period. It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Foster Middle School Calendars for the 22-23 and 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between
(Date)

Oxnard School District (hereinafter referred to as "Local Educational Agency" or "LEA") and
(District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a
"Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and
incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is
ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE
understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered
or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute,
deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their
respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of
all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance
written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all
local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205,
COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not
discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age,
color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status,
medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision
and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in
California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any
subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the
subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis
risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any
action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the
County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
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Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear



8.30.23

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 06/30/2024

Estimated Fees

<u>Estimated Cost for Services</u>	\$ 88,500.00
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for **JM111710**, a Special Education pupil who is a resident of LEA and currently attends Foster Middle School, a special education program operated by VCOE.

An ASL Interpreter performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. ESY will be provided in the classroom for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

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Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District LEA 1051 South A Street Street Address Oxnard, CA, 93030 City, State, Zip code

Danielle Jefferson Contact Name 805-385-1501 Contact Telephone Number djefferson@oxnardsd.org Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

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Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

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Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

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If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

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- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear



8-31-23

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 11/02/2023
This agreement reflects the information in the student's IEP dated 11/2/2023.

Estimated Fees

Estimated Cost for Services \$ 22,000.00

Other Ancillary Cost or fees, as applicable \$

Total not to Exceed \$

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for JN090409
a Special Education pupil who is a resident of LEA and currently attends Foster Middle
School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school
day for 1,650 minutes weekly. ESY will be provided in the classroom for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's
absence from school, but not limited to salary and benefits of staff providing the exceptional
service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of
VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in
the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to
re-assign any staff involved in providing the exceptional service(s), however, if that is not possible,
LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change
in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Foster Middle School Calendars for the 22-23 and 23-24 School Years on the VCOE
website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear


VCOE Signature

8.30.23
Date

VCOE Executive Director, Student Services

Lisa Cline

VCOE Signature

Date

VCOE Executive Director Internal Business Services

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 12/14/2023. This agreement reflects the information in the student's IEP dated 12/14/2022.

Estimated Fees

Table with 2 columns: Description and Amount. Row 1: Estimated Cost for Services, \$ 37,000.00. Row 2: Other Ancillary Cost or fees, as applicable, \$. Row 3: Total not to Exceed, \$.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for AC080310, a Special Education pupil who is a resident of LEA and currently attends Foster Middle School, a special education program operated by VCOE. Paraeducator performing special circumstance educational support (SCES) in the classroom for 1,650 minutes weekly and during transportation for 300 minutes weekly for a total of 1,950 minutes weekly. ESY will be provided in the classroom for 1,200 minutes weekly and during transportation for 300 minutes weekly for a total of 1,500 minutes weekly. LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period. It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Foster Middle School Calendars for the 22-23 and 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injuror damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused byor result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent suchliability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

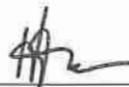
Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear



8.30.23

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 01/10/2024. This agreement reflects the information in the student's IEP dated 1/10/2023.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ 33,200.00
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for **VC120515**, a Special Education pupil who is a resident of LEA and currently attends Penfield School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. ESY will be provided in the classroom for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Penfield School Calendars for the 22-23 and 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear



9.30.23

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 05/09/2024. This agreement reflects the information in the student's IEP dated 5/9/2023.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ 63,500.00
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for **MP111618** a Special Education pupil who is a resident of LEA and currently attends Dwire School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. ESY will be provided in the classroom for 120 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Dwire School Calendars for the 22-23 and 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 06/15/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear

VCOE Executive Director, Student Services



VCOE Signature

8.30.23

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 04/27/2024. This agreement reflects the information in the student's IEP dated 4/27/2023.

Estimated Fees

Table with 2 columns: Description and Amount. Row 1: Estimated Cost for Services, \$ 71,000.00. Row 2: Other Ancillary Cost or fees, as applicable, \$. Row 3: Total not to Exceed, \$.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for, JV120313 a Special Education pupil who is a resident of LEA and currently attends Dwire School, a special education program operated by VCOE. Paraeducator performing special circumstance educational support (SCES) in the classroom for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided in the classroom for 240 minutes daily and during transportation for 30 minutes daily for a total of 270 minutes daily. LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period. It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Dwire School Calendars for the 22-23 and 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District LEA 1051 South A Street Street Address Oxnard, CA, 93030 City, State, Zip code

Danielle Jefferson Contact Name 805-385-1501 Contact Telephone Number djefferson@oxnardsd.org Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

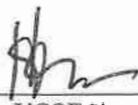
Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear



9.30.23

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 10/12/2023
 This agreement reflects the information in the student's IEP dated 10/12/2022.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ <u>16,000.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for **IH081410**
 a Special Education pupil who is a resident of LEA and currently attends Foster Middle School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. ESY will be provided in the classroom for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Foster Middle School Calendars for the 22-23 and 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between (Date)

Oxnard School District (hereinafter referred to as "Local Educational Agency" or "LEA") and (District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear



8.30.23

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 01/04/2024
 This agreement reflects the information in the student's IEP dated 1/4/2023.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ <u>46,000.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for **DP010810** a Special Education pupil who is a resident of LEA and currently attends Triton Academy, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) in the classroom for 380 minutes daily and during transportation for 60 minutes daily for a total of 440 minutes daily. ESY will be provided in the classroom for 240 minutes daily and during transportation for 60 minutes daily for a total of 300 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Triton Academy School Calendars for the 22-23 and 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District LEA 1051 South A Street Street Address Oxnard, CA, 93030 City, State, Zip code

Danielle Jefferson Contact Name 805-385-1501 Contact Telephone Number djefferson@oxnardsd.org Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear



8.30.23

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 03/16/2024
 This agreement reflects the information in the student's IEP dated 3/16/2023.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ <u>52,600.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for, **MA102113**, a Special Education pupil who is a resident of LEA and currently attends Dwire School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. ESY will be provided in the classroom for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Dwire School Calendars for the 22-23 and 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between (Date)

Oxnard School District (hereinafter referred to as "Local Educational Agency" or "LEA") and (District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear



8.30.23

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 01/12/2024. This agreement reflects the information in the student's IEP dated 1/12/2023.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ 41,500.00
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for **EG061410** a Special Education pupil who is a resident of LEA and currently attends Triton Academy, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,900 minutes weekly. ESY will be provided in the classroom for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Triton Academy School Calendars for the 22-23 and 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

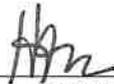
Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear



8.30.23

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 04/20/2024
 This agreement reflects the information in the student's IEP dated 4/20/2023.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ <u>57,300.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for **LJ071616** a Special Education pupil who is a resident of LEA and currently attends Dwire School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. ESY will be provided in the classroom for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Dwire School Calendars for the 22-23 and 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between
(Date)

Oxnard School District (hereinafter referred to as "Local Educational Agency" or "LEA") and
(District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a
"Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and
incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is
ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE
understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered
or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute,
deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their
respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of
all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance
written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all
local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205,
COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not
discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age,
color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status,
medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision
and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in
California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any
subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the
subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis
risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any
action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the
County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear



8.31.23

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 02/02/2024
 This agreement reflects the information in the student's IEP dated 2/2/2023.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ <u>40,000.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for **JB081313**
 a Special Education pupil who is a resident of LEA and currently attends Dwire School for 2023 ESY and will attend Foster Middle School starting in the Fall of 2023, both of which are special education programs operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. ESY will be provided in the classroom for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Dwire School Calendar for the 22-23 School Year and Foster Middle School for the 23-24 School Year on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear



8.30.23

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 01/26/2024. This agreement reflects the information in the student's IEP dated 1/26/2023.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ 42,000.00
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for **DG052310** a Special Education pupil who is a resident of LEA and currently attends Phoenix School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,750 minutes weekly. ESY will be provided in the classroom for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Phoenix School Calendars for the 22-23 and 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

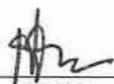
Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear



8.30.23

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 03/29/2024. This agreement reflects the information in the student's IEP dated 5/31/2023.

Estimated Fees

Table with 2 columns: Description and Amount. Row 1: Estimated Cost for Services, \$ 63,000.00. Row 2: Other Ancillary Cost or fees, as applicable, \$. Row 3: Total not to Exceed, \$.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for, SR112811, a Special Education pupil who is a resident of LEA and currently attends Triton Academy, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) in the classroom for 1,900 minutes weekly. ESY will be provided in the classroom for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Triton Academy School Calendars for the 22-23 and 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 18, 2023

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (DeGenna)

It is the recommendation of the Interim Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

- October 4, 2023 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Superintendent that the Board approve the minutes of Board meetings, as presented.

ADDITIONAL MATERIALS:

Attached: [Minutes October 4 2023 Regular Board Meeting \(9 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President

Jarely Lopez, Clerk

Rose Gonzales, Member

MaryAnn Rodriguez, Member

Monica Madrigal Lopez, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.

Interim Superintendent

Valerie Mitchell, MPPA

Assistant Superintendent,
Business & Fiscal Services

Natalia Torres, Ed.D.

Assistant Superintendent,
Human Resources

Aracely Fox, Ed.D.

Acting Associate Superintendent,
Educational Services

MINUTES

REGULAR BOARD MEETING

Wednesday, October 4, 2023

5:00 PM - Open Meeting

5:30 PM - Closed Session to Follow

7:00 PM - Return to 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 Associate Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

Broadcasted by Charter Spectrum, Channel 20 &
Frontier Communications, Channel 37

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.1. Call to Order and Roll Call (5:00 PM)

Clerk Lopez called the meeting to order at 5:02 p.m.

Present: Trustees Monica Madrigal Lopez, MaryAnn Rodriguez, Rose Gonzales, and Jarely Lopez. Also in attendance were Interim Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, Acting Associate Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Sofía Ruiz, 5th grade student in Ms. Hernandez's class at McKinna School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Ashley Cruz, 5th grade student in Ms. Torres's class at McKinna School, read the District's Mission and Vision Statement in English and Spanish.

A.4. Presentation by McKinna School

Erika Ragan, Principal, provided a presentation about McKinna School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #23-41 Adoption of Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.7. Closed Session

The Board convened to closed session at 5:34 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
 - Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
 3. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 - Consider the Request for Stipulated Expulsion
 - Case No. 23-03 (Action Item)
 4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

A.8. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:00 p.m.

A.9. Report Out of Closed Session

Clerk Lopez reported on the following action taken during closed session:

Motion #23-42 Approval of Stipulated Expulsion Case No. 23-03

Mover: Monica Madrigal Lopez

Secunder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos por cada ponente)

There were no comments.

B.2. Public Hearing to Present Findings of Sufficient Instructional Materials for 2023-2024 and

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

Request for Adoption of Resolution #23-06 (Fox/Thomas)

Dr. Aracely Fox, Acting Associate Superintendent, Educational Services, conducted a public hearing to present findings of sufficient instructional materials for 2023-2024 and request the Board's Adoption of Resolution #23-06.

Motion #23-44 Adoption of Resolution #23-06 Sufficiency of Instructional Materials

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Adopt

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

B.3. Public Hearing: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2023-2024 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, conducted a public hearing to sunshine the Oxnard Educators Association and the Oxnard School District's initial proposals for 2023-2024 negotiations, pursuant to Government Code Section 3547. The Board's authorization was requested for the district to enter into contract negotiations for the 2023-2024 school year and any additional years, as may be mutually agreed upon by the parties.

Motion #23-45 Authorization for the District to Enter into Contract Negotiations with OEA for the 2023-2024 School Year and any Additional Years, as May be Mutually Agreed Upon by the Parties

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Authorize

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #23-46 Approval of Consent Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

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

C.1. Approval of Out of State Conference Attendance (DeGenna/Jefferson)

For Devon Vail and Diane Dominguez, Speech Language Pathologists, to attend the 2023 American Speech Language Hearing Association (ASHA) Convention in Boston, MA, November 16 through November 18, 2023, in the amount not to exceed \$3,000.00, to be paid out of Professional Development Funds.

C.2. Appointment of Representative to Fill Vacancy for Citizens' Bond Oversight Committee (Mitchell)

As presented.

C.3. Ratification of the District's Submission of the 2023-24 Consolidated Application for Funding (Mitchell/Nunez)

As presented.

C.4. Establishment and Reduction of Hours of Positions (Torres/Fuentes)

As presented.

C.5. Personnel Actions (Torres/Fuentes)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.6. Approval of Agreement #23-121 – IXL Learning (DeGenna/Jefferson)

To provide professional development training for Mild to Moderate Teachers, October 5, 2023 through June 30, 2024, in the amount not to exceed \$25,000.00, to be paid out of Special Education Funds.

C.7. Approval of Agreement #23-133, County of Ventura (Fox/Nocero)

To provide representation at meetings convened by the Oxnard School District (OSD) to review program, conduct teen pregnancy prevention workshops at identified sites throughout OSD, provide nursing consultation to OSD staff and collaborative partners, and facilitate and advocate for the delivery of appropriate services, October 5, 2023 through June 30, 2024, at no cost to Oxnard School District.

C.8. Approval of Field Contract Agreement #23-149 – Falcon Roofing Company (Mitchell/Miller)

To perform roof repairs at the ELOP Warehouse due to the dilapidated condition of the existing roof, October 6, 2023 through November 10, 2023, in the amount of \$5,887.00, to be paid out of ELOP Funds.

C.9. Approval of Agreement #23-150, County of Ventura (Fox/Nocero)

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

To provide free nutrition education and health promotion services for children and families at various Oxnard School District sites, either in person, or through virtual platform, as Ventura County Public Health staffing and program resources permit for the 2023-2024 school year, October 5, 2023 through June 30, 2024, at no cost Oxnard School District.

C.10. Approval of Agreement #23-151 – SchoolPRPro (Fox/Shea)

To provide virtual support for communication surveys and crisis communication for the Oxnard School District, October 5, 2023 through June 30, 2024, in the amount not to exceed \$10,000.00, to be paid out of Supplemental Concentration Funds.

C.11. Approval of Agreement #23-152 with SVA Architects to Provide Architectural Engineering Services for the Fremont Middle School Reconstruction Project (Mitchell/Miller/CFW)

For Architect of Record services for the Fremont Middle School Reconstruction Project, in the amount of \$2,598,000.00, to be funded by the Master Construct & Implementation Funds.

Section D: ACTION ITEMS

D.1. Approval of a Provisional Internship Permit in Special Education, Extensive Support Needs, for Paulina Gonzales to Serve as a Seventh and Eighth Grade Moderate to Severe Teacher at Lopez Academy, for Jaclyn Mellring to Serve as a Second, Third and Fourth Grade Moderate to Severe Teacher at Driffill School, and for Keneisha Sargent to Serve as a Seventh and Eighth Grade Moderate to Severe teacher at Frank School for the 2023-24 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, requested the Board's approval of a Provisional Internship Permit in Special Education, Extensive Support Needs, for Paulina Gonzales to serve as a seventh and eighth grade Moderate to Severe teacher at Lopez Academy, for Jaclyn Mellring to serve as a second, third and fourth grade Moderate to Severe teacher at Driffill School, and for Keneisha Sargent to serve as a seventh and eighth grade Moderate to Severe teacher at Frank School for the 2023-24 School Year.

Motion #23-47 Approval of a Provisional Internship Permit in Special Education, Extensive Support Needs, for Paulina Gonzales to Serve as a Seventh and Eighth Grade Moderate to Severe Teacher at Lopez Academy, for Jaclyn Mellring to Serve as a Second, Third and Fourth Grade Moderate to Severe Teacher at Driffill School, and for Keneisha Sargent to Serve as a Seventh and Eighth Grade Moderate to Severe teacher at Frank School for the 2023-24 School Year

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

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

Motion Result: Passed

D.2. Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Sarah Passno to Serve as a Seventh and Eighth Grade Resource Specialist Teacher at Fremont School, and for Daisy Garcia Camacho to Serve as a Sixth, Seventh, And Eighth Grade Resource Specialist Teacher at Chavez School for the 2023-24 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, requested the Board's approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Sarah Passno to serve as a seventh and eighth Grade Resource Specialist teacher at Fremont School, and for Daisy Garcia Camacho to serve as a sixth, seventh, and eighth grade Resource Specialist teacher at Chavez School for the 2023-24 School Year.

Motion #23-48 Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Sarah Passno to Serve as a Seventh and Eighth Grade Resource Specialist Teacher at Fremont School, and for Daisy Garcia Camacho to Serve as a Sixth, Seventh, And Eighth Grade Resource Specialist Teacher at Chavez School for the 2023-24 School Year

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the September 20, 2023 Regular Meeting, as presented.

Motion #23-49 Approval of Minutes of September 20, 2023 Regular Meeting

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To:

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result:

Section F: BOARD POLICIES

F.1. First Reading of Board Policy - BP/AR 5131.2 Bullying (Fox/Nocero)

Dr. Aracely Fox, Acting Associate Superintendent, Educational Services, presented revisions to BP 5131.2 and the new AR 5131.2 Bullying for First Reading. The policies will be presented

for second reading and adoption at the October 18, 2023 Board Meeting.

Section G: CONCLUSION

G.1. Interim Superintendent's Report (3 minutes)

Dr. Ana DeGenna

- Curren School
- Kamala School
- Elm Back to School Night
- Lemonwood Back to School Night
- McKinna Back to School Night
- San Miguel Back to School Night
- Sierra Linda Back to School Night
- OSD Student Profile
- Strategic Plan Implementation
- New OSD Projects - ELOP Building & Rose Avenue School Reconstruction
- October Observances

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

MaryAnn Rodriguez

- looking forward to next meeting

Monica Madrigal Lopez

- thank you to McKinna for starting the meeting off

Rose Gonzales

- thank you to McKinna staff and students
- enjoyed attending back to school nights
- tried to attend CLSBA - conference was cut short
- attended School District Governing Board Representatives meeting and VCSBA meeting
- thank you to management and OEA representatives for always being in the audience

Jarely Lopez

- thank you to Ms. Ragan for representing McKinna

G.3. ADJOURNMENT

Clerk Lopez adjourned the meeting at 7:19 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Adjourn

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

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez
Absent: 1 - Veronica Robles-Solis
Motion Result: Passed

Ana DeGenna, Ed.D.



Interim District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 18th day of October, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of October 4, 2023, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 18, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of Board Policy - BP/AR 5131.2 Bullying (Fox/Nocero)

The Board Policy BP/AR 5131.2 Bullying has been updated based on recommendations by the CSBA (California School Boards Association). The deleted language is indicated by strikethrough, and the new language is highlighted for BP 5131.2. AR 5131.2 is brand new. Board Policies will be presented for a second reading and adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Acting Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees adopt Board Policy BP 5131.2 and the new AR 5131.2 Bullying at Second Reading, as outlined above.

ADDITIONAL MATERIALS:

Attached: [AR 5131.2 Bullying- Second Reading-Adoption 10-18-23 \(13 pgs\).pdf](#)
[BP 5131.2 Bullying- Second Reading-Adoption 10-18-23 \(11 pgs\).pdf](#)

Regulation 5131.2: Bullying

Examples of Prohibited Conduct

Bullying is an aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relational and may involve a single severe act or repetition or potential repetition of a deliberate act. Bullying includes, but is not limited to, any act described in Education Code 48900(r).

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person's electronic account or assuming that person's online identity in order to damage that person's reputation.

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. Physical bullying: An act that inflicts harm upon a person's body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's possessions, or making cruel or rude hand gestures
2. Verbal bullying: An act that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm
3. Social/relational bullying: An act that harms a person's reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public
4. Cyberbullying: An act such as sending demeaning or hateful text messages or emails, spreading rumors by email or by posting on social networking sites, or posting or sharing embarrassing photos, videos, web site, or fake profiles

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. Ensuring that each school establishes clear rules for student conduct and implements strategies to promote a positive, collaborative school climate
2. Providing information to students, through student handbooks, district and school web sites and social media, and other age-appropriate means, about district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying
3. Encouraging students to notify school staff when they are being bullied or when they suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially and anonymously
4. Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as playgrounds, hallways, restrooms, and cafeterias

5. Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so

Staff Development

The Superintendent or designee shall annually make available to all certificated staff and to other employees who have regular interaction with students the California Department of Education (CDE) online training module on the dynamics of bullying and cyberbullying, including the identification of bullying and cyberbullying and the implementation of strategies to address bullying. (Education Code 32283.5)

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Information and Resources

The Superintendent or designee shall post on the district's web site, in a prominent location and in a manner that is easily accessible to students and parents/guardians, information on bullying and harassment prevention which includes the following: (Education Code 234.6)

1. The district's policy on student suicide prevention, including a reference to the policy's age appropriateness for students in grades K-6
2. The definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8

3. Title IX information included on the district's web site pursuant to Education Code 221.61, and a link to the Title IX information included on CDE's web site pursuant to Education Code 221.6
4. District policies on student sexual harassment, prevention and response to hate violence, discrimination, harassment, intimidation, bullying, and cyberbullying
5. A section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media
6. A link to statewide resources, including community-based organizations, compiled by CDE pursuant to Education Code 234.5.
7. Any additional information the Superintendent or designee deems important for preventing bullying and harassment

Student Instruction

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character development, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

The district shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff shall be expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3 - Uniform Complaint Procedures. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report such observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline/Corrective Actions

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

Support Services

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate, implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

Description

5 CCR 4600-4670

Uniform complaint

Ed. Code 200-262.4

procedures Prohibition

of discrimination -

<https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkgxO==>

Ed. Code 32280-32289.5

School safety plans -

	https://simbli.eboardsolutions.com/SU/gz33QjVcfk6ufvjfPS84Kw==
Ed. Code 32283.5	Bullying; online training - https://simbli.eboardsolutions.com/SU/DyXslshQr6SVssslshAtVQeo0USA==
Ed. Code 35181	Governing board authority to set policy on responsibilities of students - https://simbli.eboardsolutions.com/SU/aMhrosfuwlgvxetzOUpGwQ==
Ed. Code 35291-35291.5	Rules - https://simbli.eboardsolutions.com/SU/x70F3bNKbY1cKTjvdsLshoC4A==
Ed. Code 46600	Student transfers - https://simbli.eboardsolutions.com/SU/9BwpunuMNyTrTI0p92r15g==
Ed. Code 48900-48925	Suspension and expulsion - https://simbli.eboardsolutions.com/SU/dt5KNUnSLpER0iplusCa0bRIQ==
Ed. Code 48985	Notices to parents in language other than English - https://simbli.eboardsolutions.com/SU/LHS9yg0UBYa76W1AygynA==
Ed. Code 52060-52077	Local control and accountability plan - https://simbli.eboardsolutions.com/SU/kjIplusPzLslshlt7rP0BfXZYJuQ==
Pen. Code 422.55	Definition of hate crime - https://simbli.eboardsolutions.com/SU/EXmP7bT1slshj3qOjaM9qTkHA==
Pen. Code 647	Use of camera or other instrument to invade person's privacy; misdemeanor - https://simbli.eboardsolutions.com/SU/HhDiFw1Iy2YHHsM2DSWLZg==
Pen. Code 647.7	Use of camera or other instrument to invade person's privacy; punishment - https://simbli.eboardsolutions.com/SU/1MB9aP0wFAL8slshxN0g5plusSgA==
Pen. Code 653.2	Electronic communication devices; threats to safety - https://simbli.eboardsolutions.com/SU/b3lplusd0Hih11bxg2qs6OYFQ==

Federal References

Description

28 CFR 35.107	Nondiscrimination on basis of disability; complaints
34CFR104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34CFR106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 110.25	Notification of nondiscrimination on the basis of age
47 USC 254	Universal service discounts (E-rate)

Management Resources	References	Description
CA Office of the Attorney General Publication		Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
California Department of Education Publication		Bullying at School, 2003 California Department of Education Publication Bullying Module
California Department of Education Publication		California's Social and Emotional Learning: Guiding Principles, 2018 California Department of Education Publication Health Education Content Standards for California Public Schools:
California Department of Education Publication		Social and Emotional Learning in California: A Guide to Resources, 2018 Court Decision J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
Court Decision		Lavine v. Blaine School District, (2002) 279 F.3d 719
Court Decision		Wynar v. Douglas County School District, (2013) 728 F.3d 1062
CSBA Publication		Addressing the Conditions of Children: Focus on Bullying, Governance Brief,
CSBA Publication		Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009
CSBA Publication		Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
CSBA Publication		Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
CSBA Publication		Safe Schools: Strategies for Governing Boards to Ensure Student Success,
CSBA Publication		Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014
U.S. DOE Office for Civil Rights Publication		Guidance to America's Schools: Bullying of Students with Disabilities, October
U.S. DOE Office for Civil Rights Publication		Dear Colleague Letter: Responding to Bullying of Students with Disabilities,
U.S. DOE Office for Civil Rights Publication		Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on Basis of Sex, Race, Color, Oct 2010
U.S. DOE, Office for Civil Rights Publication		Dear Colleague Letter: Harassment and Bullying, October 2010

Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==
Website	National School Safety Center - https://simbli.eboardsolutions.com/SU/DT4ecTE5xOmkiuXpIMcckw==
Website	Partnership for Children and Youth - https://simbli.eboardsolutions.com/SU/boIfLRuzs4P163kJ13082w==
Website	Center on Great Teachers and Leaders - https://simbli.eboardsolutions.com/SU/uuNY8dCMmIeI2NuPXnq4GQ==
Website	Collaborative for Academic Social and Emotional Learning - https://simbli.eboardsolutions.com/SU/sNNHIYslsh8zYCfpQYfg7rGplusw==
Website	Common Sense Media - https://simbli.eboardsolutions.com/SU/wpUjI8j8od73POr6UNOcNQ==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QPo821fOy9pg==
Website	California Office of the Attorney General - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==

Website [CSBA -
https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg](https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg)

Website [U.S. Department of Education -
https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA](https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA)

Cross References

Description

0100	Philosophy - https://simbli.eboardsolutions.com/SU/TEB6agC5cTQ2bRlw9GPI TA
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/TV0tbldaplusUzwa2rbbOSSXw
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/RLIX16eHLi4VPv9A4oSUYw
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/pplusOETrUpIIslshs1Ek0qtmWFQ
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/rL3slshmoszZe3HQAEf3122Yw
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/8WlaIACiLwxpluszgrn76gQow
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/3U3QpluskBaxgt9yoUm4Vt0Xg
1113	District And School Websites - https://simbli.eboardsolutions.com/SU/4TEI0s0plus6me6Z96hRi6eTw
1113	District And School Websites - https://simbli.eboardsolutions.com/SU/5f6ZbrISVXIz5Hc36Tkmslshg
1113-E(1)	District And School Websites - https://simbli.eboardsolutions.com/SU/y0cQs9cHPhJslshg1JTjzNGmQ
1313	Civility - https://simbli.eboardsolutions.com/SU/GqplusXVKt8L6CgUj135VUU5Q
3515	Campus Security - https://simbli.eboardsolutions.com/SU/n5AKiyVr4eNmJxXBfok61g
3515	Campus Security - https://simbli.eboardsolutions.com/SU/JLvNbx1cBBBQKgchDuO8Zg
4131	Staff Development - https://simbli.eboardsolutions.com/SU/zp9HjlslhgMyNjCZDjqobA

	pluslg
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/tr4IylO1f1zral0YrSOuow
4219.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/Qz6w3FplusslshKw7zTR8L05aRIQ
4231	Staff Development - https://simbli.eboardsolutions.com/SU/plus2qhBuBRplusFqz8hpm pCX3slshA
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/jEXdplusM0fdzGxO5P0dB ebYw
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/newHd9BduNslshRDjxfwa mWTw
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/3nPnSzjDslshUIQXA7aQG 9sPA
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/mgII2slsh7KRfl7ahzSFga41 A
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/v5VWobwY9bIDyCplusda LOSBw

- 5113.1
2 District School Attendance Review Board -
<https://simbli.eboardsolutions.com/SU/LS1uPGslshwzRzwNP9CJbUuA==>
- 5113.12 District School Attendance Review Board -
<https://simbli.eboardsolutions.com/SU/1H9Ihx9FMplus3WjzEPlh6KQ==>
- 5116.1 Intradistrict Open Enrollment -
<https://simbli.eboardsolutions.com/SU/Bn7ZurxyHuJesglfn6YTFO==>
- 5116.1 Intradistrict Open Enrollment -
<https://simbli.eboardsolutions.com/SU/vslshbmSO6ymgI4iCli0ygGMw==>
- 5116.2 Involuntary Student Transfers -
<https://simbli.eboardsolutions.com/SU/xslshTNsj1IA0b94B1vgYmig==>
- 5117 Interdistrict Attendance -
<https://simbli.eboardsolutions.com/SU/q5RIId9CfQM64Y7t0VTDkA==>
- 5117 Interdistrict Attendance -
<https://simbli.eboardsolutions.com/SU/tUTo4zFBvDplusHbkcO5F16EQ==>
- 5125 Student Records -
<https://simbli.eboardsolutions.com/SU/DslshU2fL8CWCcVHbWLEUs5yg==>
- 5125 Student Records -
<https://simbli.eboardsolutions.com/SU/wyAYPbS6HDR3kW4bsyzXFQ==>
- 5131 Conduct -
<https://simbli.eboardsolutions.com/SU/k4PVYc3DplusG2uC4o8RJK5rg==>
- 5131.8 Mobile Communication Devices -
<https://simbli.eboardsolutions.com/SU/JhbM98bAslsh8ExokkT5wTFiw==>
- 5136 Gangs -
<https://simbli.eboardsolutions.com/SU/RAynZLeB6mowitzBb98p9MA==>
- 5136 Gangs -
<https://simbli.eboardsolutions.com/SU/QZiwsr34FJT1OplusK60gg6Qg==>
- 5137 Positive School Climate -
<https://simbli.eboardsolutions.com/SU/W6IEMplus7E04YmOvHiMnGfmQ==>
- 5138 Conflict Resolution/Peer Mediation -
<https://simbli.eboardsolutions.com/SU/OrTvLuvxzfGkDT81oPxpluS0w==>
- 5141.27 Food Allergies/Special Dietary Needs -
<https://simbli.eboardsolutions.com/SU/0yDV2nAmslshCpplusUPZOstP5zg==>

- 5141.27 Food Allergies/Special Dietary Needs - <https://simbli.eboardsolutions.com/SU/mhyNplusQO4plusiDNFHLdWOcTZw==>
- 5141.52 Suicide Prevention - <https://simbli.eboardsolutions.com/SU/1za3slshMTfWL3G8pY9sL8ipg==>
- 5141.52 Suicide Prevention - <https://simbli.eboardsolutions.com/SU/uDsEbljO0eV2dIJmLEAOdw==>
- 5144 Discipline - <https://simbli.eboardsolutions.com/SU/F2BSDKZdMQwYOF9wHFTcTw==>
- 5144 Discipline - <https://simbli.eboardsolutions.com/SU/6RkoTWXvRO0Yyd6RI70VnQ==>
- 5144.1 Suspension And Expulsion/Due Process - <https://simbli.eboardsolutions.com/SU/2NE7YdslshqPaY0gW1K0GWkYQ==>
- 5144.1 Suspension And Expulsion/Due Process - <https://simbli.eboardsolutions.com/SU/2w3yRsTzIyf3TUWDxDpluSWiA==>
- 5144.2 Suspension And Expulsion/Due Process (Students With Disabilities) - <https://simbli.eboardsolutions.com/SU/S3xgeHdxHhkLOpluSTLe0lnyQ==>
- 5144.4 Required Parental Attendance - <https://simbli.eboardsolutions.com/SU/NHslshpBNmKIUsGVGrslshCqpYYg==>

5144.4	Required Parental Attendance - https://simbli.eboardsolutions.com/SU/mGEL69qaCDhRrD8jblfAdQ==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/XWJ7sEpLLZDecJ4QYiXP hg==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/w7yxCjkjDDmLrFN4fTAlh w==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/QRI0aaAaJLG6Rt4UOXiP mQ==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/m97EIVaxuAucYVz8l8Ppe g==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/NPWmliASWWpp9dslshP dAslshJFw==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/Cvxj42pOk3m5bgNQ4niw CQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/HEYuEzdrNfWslshaTqlgeg V2Q==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/xepHslshrdAFDkxjtNCYD TZyg==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/oplusULpbDJxplusjLZbbdo 7reDg==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/akzabAO5HArkxYTYiOLI Aw==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/1kKLhfDgsplusHplusYJOB KYmIWw==
6163.4-E(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/N37wKHohPyYdGp4CeAm J6g==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/NrMZU2N1cbeRiXRRxslsh fpuQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/inFMJW8kwdAqAfJnyoepl ushA==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/HrxMceDpd3tUmAMAdljl gQ==
6184	Continuation Education -

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lusAA==)

Continuation Education -

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yA==](https://simbli.eboardsolutions.com/SU/tslshqsE45YUbitbqu2XCrw
yA==)

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student well-being, student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process. 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.~~

~~(cf. 5131—~~

~~Conduct) (cf.—~~

~~5136—Gangs)~~

~~(cf. 5145.3—~~

~~Nondiscrimination/Harassment) (cf.—~~

~~5145.7—Sexual Harassment)~~

~~(cf. 5145.9—Hate-Motivated Behavior)~~

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community. Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

~~Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.~~

~~(cf. 5145.2 - Freedom of Speech/Expression)~~

~~Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.~~

~~(cf. 0420 – School Plans/Site~~

~~Councils) (cf. 0450 – Comprehensive~~

~~Safety Plan) (cf. 1220 – Citizen~~

~~Advisory Committees)~~

~~(cf. 1400 – Relations Between Other Governmental Agencies and the~~

~~Schools) (cf. 6020 – Parent Involvement)~~

~~Bullying Prevention~~

~~To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.~~

~~(cf. 5137 – Positive School Climate)~~

~~(cf. 6164.2 – Guidance/Counseling Services)~~

~~The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.~~

~~(cf. 6142.8 – Comprehensive Health~~

~~Education) (cf. 6142.94 – History-Social~~

~~Science Instruction) (cf. 6163.4 – Student~~

~~Use of Technology)~~

~~School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.~~

~~(cf. 4131 – Staff~~

~~Development) (cf. 4231 –~~

~~Staff Development) (cf.~~

~~4331 – Staff~~

~~Development)~~

~~Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.~~

~~Intervention~~

~~Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report~~

~~threats or incidents confidentially and anonymously.~~

~~School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)~~

~~When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.~~

~~Complaints Procedures~~

~~The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:~~

~~Assistant Superintendent, Human Resources and Support~~

~~Services 1051 South A Street~~

~~Oxnard, CA 93030~~

~~(805) 385-1501 ext. 2050~~

~~(cf. 1312.3 – Uniform Complaint Procedures)~~

~~Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.~~

~~Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3 – Uniform Complaint Procedures.~~

~~(cf. 1312.3 – Uniform Complaints)~~

~~The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.~~

~~(cf. 1312.3 – Uniform Complaint Procedures)~~

~~When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.~~

~~When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.~~

~~When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.~~

~~Discipline~~

~~Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5~~

~~(cf. 5138 – Conflict Resolution/Peer~~

~~Mediation) (cf. 5144 – Discipline)~~

~~(cf. 5144.1 – Suspension and Expulsion/Due Process)~~

~~(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities)) (cf. 6159.4 – Behavioral Interventions for Special Education Students)~~

~~Legal Reference:~~

~~EDUCATION CODE~~

~~200-262.4 Prohibition of~~

~~discrimination 32282-~~

~~Comprehensive safety plan~~

~~35181 Governing board policy on responsibilities of~~

~~students 35291-35291.5 Rules~~

~~48900-48925 Suspension or~~

~~expulsion 48985 Translation of~~

~~notices~~

~~PENAL CODE~~

~~647 Use of camera or other instrument to invade person's privacy; misdemeanor~~

~~647.7 Use of camera or other instrument to invade person's privacy; punishment~~

~~653.2 Electronic communication devices, threats to~~

~~safety UNITED STATES CODE, TITLE 47~~

~~254 Universal service discounts-~~

~~(e-rate) COURT DECISIONS~~

~~J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094-~~

~~Lavine v. Blaine School District, (2002) 279 F.3d 719~~

~~Management Resources:~~

~~CSBA PUBLICATIONS~~

~~Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December~~

~~2012 Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011~~

~~Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010-~~

~~Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007~~

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
Bullying at School, 2003~~

~~U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS Dear
Colleague Letter: Harassment and Bullying, October 2010~~

~~WEB SITES~~

~~CSBA: <http://www.csba.org>~~

~~California Cybersafety for Children: <http://www.cybersafety.ca.gov>~~

~~California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>~~

~~Center for Safe and Responsible Internet Use: <http://cyberbully.org>~~

~~National School Boards Association: <http://www.nsba.org>~~

~~National School Safety Center: <http://www.schoolsafety.us>~~

~~U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>~~

~~Policy OXNARD SCHOOL DISTRICT~~

~~adopted: June 26, 2013 Oxnard, California~~

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

5 CCR 4600-4670

Ed. Code 200-262.4

Ed. Code 32280-32289.5

Ed. Code 32283.5

Ed. Code 35181

Ed. Code 35291-35291.5

Ed. Code 46600

Description

Uniform complaint procedures

Prohibition of discrimination -
<https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkgxQ==>

School safety plans -
<https://simbli.eboardsolutions.com/SU/gz33QjVcfk6ufvjfPS84Kw==>

Bullying; online training -
<https://simbli.eboardsolutions.com/SU/DyXslshQr6SVsssIshAtVQeo0USA==>

Governing board authority to set policy on responsibilities of students -
<https://simbli.eboardsolutions.com/SU/aMhrosfuwlgvxetzOUpGwQ==>

Rules -
<https://simbli.eboardsolutions.com/SU/x70F3bNKbY1cKTjvdsIshoC4A==>

Student transfers -
<https://simbli.eboardsolutions.com/SU/9BwpunuMNYTrTI0p92r15g==>

Ed. Code 48900-48925	Suspension and expulsion - https://simbli.eboardsolutions.com/SU/dt5KNUeSLpER0iplusCa0bRIQ==
Ed. Code 48985	Notices to parents in language other than English - https://simbli.eboardsolutions.com/SU/LHS9yg0UBYa76W1AgygdnA==
Ed. Code 52060-52077	Local control and accountability plan - https://simbli.eboardsolutions.com/SU/kjIplusPzLslsh17rP0BfXZYJuQ==
Pen. Code 422.55	Definition of hate crime - https://simbli.eboardsolutions.com/SU/EXmP7bT1slshj3qQjaM9qTkHA==
Pen. Code 647	Use of camera or other instrument to invade person's privacy; misdemeanor - https://simbli.eboardsolutions.com/SU/HhDiFw1Iy2YHHsM2DSWLZg==
Pen. Code 647.7	Use of camera or other instrument to invade person's privacy; punishment - https://simbli.eboardsolutions.com/SU/1MB9aP0wFAL8slshxN0g5plusSgA==
Pen. Code 653.2	Electronic communication devices; threats to safety - https://simbli.eboardsolutions.com/SU/b3lplusd0Hih11bxg2qs6OYFQ==

Federal References

	Description
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 110.25	Notification of nondiscrimination on the basis of age
47 USC 254	Universal service discounts (E-rate)

Management Resources References

	Description
CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
California Department of Education Publication	Bullying at School,
2003 California Department of Education Publication	Bullying
Module	
California Department of Education Publication	California's Social and Emotional Learning: Guiding Principles, 2018
California Department of Education Publication	Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
California Department of Education Publication	Social and Emotional Learning in California: A Guide to Resources,
2018 Court Decision	J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
1094	
Court Decision	Lavine v. Blaine School District, (2002) 279 F.3d 719
Court Decision	Wynar v. Douglas County School District, (2013) 728 F.3d 1062
CSBA Publication	Addressing the Conditions of Children: Focus on Bullying, Governance December 2012 Brief,
CSBA Publication	Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009
CSBA Publication	Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DOE Office for Civil Rights Publication	Guidance to America's Schools: Bullying of Students with Disabilities, October 2014
U.S. DOE Office for Civil Rights Publication	Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
U.S. DOE Office for Civil Rights Publication	Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on Basis of Sex, Race, Color, Oct 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Harassment and Bullying, October 2010
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==
Website	National School Safety Center - https://simbli.eboardsolutions.com/SU/DT4ecTE5xOmkiuXpIMccKw==
Website	Partnership for Children and Youth - https://simbli.eboardsolutions.com/SU/boIfLRuzs4PI63kJI3082w==
Website	Center on Great Teachers and Leaders - https://simbli.eboardsolutions.com/SU/uuNY8dCMmIeI2NuPXnq4GQ==
Website	Collaborative for Academic Social and Emotional Learning - https://simbli.eboardsolutions.com/SU/sNNHIYslsh8zYCfpQYfg7rGplusw==
Website	Common Sense Media - https://simbli.eboardsolutions.com/SU/wpUjI8j8od73P0r6UNOcNQ==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQIQPo821fOy9pg==
Website	California Office of the Attorney General - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==

Cross References

Description

0100	Philosophy - https://simbli.eboardsolutions.com/SU/TEB6agC5cTQ2bRlw9GPITA==
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/TV0tbldaplusUzwA2rbOssXw==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/RLIX16eHLi4VPv9A4oSUyw==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/pplusOETrUpIIsIshs1Ek0qtmWFQ==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/rL3slshmoszZe3HQAEf3122Yw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/8WlAlACiLwxpluszgrn76gQow==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/3U3QpluskBaxgt9voUm4Vt0Xg==
1113	District And School Websites - https://simbli.eboardsolutions.com/SU/4TEI0s0plus6me6Z96hRi6eTw==
1113	District And School Websites - https://simbli.eboardsolutions.com/SU/5f6ZbrISVXIz5Hc36Tkmslshg==
1113-E(1)	District And School Websites - https://simbli.eboardsolutions.com/SU/y0cQs9cHPhJslshg1JTjzNGmQ==

1313	Civility - https://simbli.eboardsolutions.com/SU/GqplusXVKt8L6CgUj135VUU5Q==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/n5AKiyVr4eNmJxXBfok61g==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/JLvNbx1cBBBQKgzDuo8Zg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/zp9HjshgMyNjCZDjqobAplus1g==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/tr4IyIO1f1zral0YrSOuow==
4219.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/Qz6w3FplusslshKw7zTR8L05aRIQ==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/plus2qhBuBRplusFqz8hmpCX3slshA==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/jEXdplusM0fdzGxO5P0dBebYw==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/newHd9BduNslshRDjxfwamWTw==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/3nPhSzjDslshUIQXA7aQG9sPA==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/mgIl2slsh7KRf17ahzSFga41A==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/v5VWobwY9bIDyCplusaL0SBw==
5113.12	District School Attendance Review Board - https://simbli.eboardsolutions.com/SU/LS1uPGslshwzRzwNP9CJIbUuA==
5113.12	District School Attendance Review Board - https://simbli.eboardsolutions.com/SU/1HI9Ihx9FMplus3WjzEPIh6KQ==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/Bn7ZurxyHuJesglfn6YTFQ==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/vslshbmSO6ymgI4iCli0ygGMw==
5116.2	Involuntary Student Transfers - https://simbli.eboardsolutions.com/SU/xslshTNSji1IA0b94B1vgYmig==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/q5RI9CfFQM64Y7t0VTDkA==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/tUTo4zFBvDplusHbkcO5F16EQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/DslshU2fL8CWCcVHbWLEUs5yg==
5125	Student Records - https://simbli.eboardsolutions.com/SU/wyAYPbS6HDR3kW4bsyzXFQ==
5131	Conduct - https://simbli.eboardsolutions.com/SU/k4PVYc3DplusG2uC4o8RJK5rg==
5131.8	Mobile Communication Devices - https://simbli.eboardsolutions.com/SU/JhbM98bAslsh8ExokkT5wTFiw==
5136	Gangs - https://simbli.eboardsolutions.com/SU/RAynZLeB6mowtzBb98p9MA==
5136	Gangs - https://simbli.eboardsolutions.com/SU/QZIwsr34FJT1OplusK60gg6Qg==

5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/W6IEMplus7E04YmOvHiMnGfmQ==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/0rTvLuvxzfGkDT8IoPxplus0w==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/0yDV2nAmslshCpplusUPZOstP5zg==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/mhyNplusQO4plusiDNFHLdWOcTZw==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/1za3slshMTfWL3G8pY9sL8ipg==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/uDsEbljO0eV2dIJmLEAOdw==
5144	Discipline - https://simbli.eboardsolutions.com/SU/F2BSDKZdMQwYOF9wHFTcTw==
5144	Discipline - https://simbli.eboardsolutions.com/SU/6RkoTWXvROOYyd6RI70VnQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/2NE7YdslshqPaY0gWIK0GWkYQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/2w3yRsTzIyf3TUWDxDplusWiA==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/S3xgeHdxHhkLOplusTLe0lnyQ==
5144.4	Required Parental Attendance - https://simbli.eboardsolutions.com/SU/NHslshpBNmKIUsGVGrslshCqpYYg==
5144.4	Required Parental Attendance - https://simbli.eboardsolutions.com/SU/mGEL69qaCDhRrD8jblfAdQ==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/XWJ7sEpLLZDecJ4QYiXPhg==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/w7yxCjkjDDmLrFN4fTAlhw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/QR10aaAaJLG6Rt4UOXiPmQ==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/m97EIVaxuAucYVz8l8Ppeg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/NPWm1iASWWpp9dslshPdAslshJFw==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/Cvxj42pOk3m5bgNQ4niwCQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/HEYuEzdrNfWslshaTqloegV2Q==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/xepHslshrdAFDkxjtNCYDTZyg==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/oplusULpbDJxplusjLZbbdo7reDg==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/akzabAO5HArkxYTYiOLIAw==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/1kKLhfDgplusHplusYJQBKYmIWw==
6163.4-E(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/N37wKHohPyYdGp4CeAmJ6g==

- 6164.2 Guidance/Counseling Services -
<https://simbli.eboardsolutions.com/SU/NrMZU2N1cbeRiXRRxslshfpuQ==>
- 6173.1 Education For Foster Youth -
<https://simbli.eboardsolutions.com/SU/inFMJW8kwdAqAfJnyoplushA==>
- 6173.1 Education For Foster Youth -
<https://simbli.eboardsolutions.com/SU/HrxMceDpd3tUmAMAdljIqQ==>
- 6184 Continuation Education -
<https://simbli.eboardsolutions.com/SU/rLyIQSbEP2gMU3C9VDeplusAA==>
- 6184 Continuation Education -
<https://simbli.eboardsolutions.com/SU/tslshqsE45YUbitbqu2XCrawyA==>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 18, 2023

Agenda Section: Section G: Conclusion

Interim Superintendent's Report (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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

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.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 18, 2023

Agenda Section: Section G: Conclusion

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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 18, 2023

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Anabolena DeGenna, Ed. D.

Interim District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, October 13th, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A