

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA REGULAR BOARD MEETING Wednesday, May 1, 2024

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

May 1, 2024

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:

Rodriguez __ , Gonzales __ , Melanephy __ , Madrigal Lopez __ , Robles-Solis __

A.2. Pledge of Allegiance to the Flag

Allison Cordes, Principal, Lemonwood School, will introduce América García, 8th grade student at Lemonwood, who will lead the audience in the Pledge of Allegiance.

A.3. District’s Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Emma Rios, 6th grade student at Lemonwood School, and in Spanish by Yoram Solis, 8th grade student at Lemonwood School.

A.4. Presentation by Lemonwood School

Allison Cordes, Principal, Lemonwood School, will provide a short presentation to the Board regarding Lemonwood. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Recognition of Oxnard School District Cesar Chavez Writing and Art Competition Winners (Fox/Ruvalcaba)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Manager of Equity, Family, and Community Engagement that the Board of Trustees recognize the winners of the 2024 Cesar Chavez Writing and Art Competition held on April 16, 2024 at the Oxnard Performing Arts Center.

Grades	1st Place Winners - WRITING	School
K-1	Kira Rose Cadruvi	McAuliffe
2-3	Ana Jazmin Villa	Chavez
4-5	Justin Alexander Rodriguez	Harrington
6-8	Xitlali Esperanza Onofre	Curren
6-8 (Newcomer)	Karla Izabella Padilla	Frank
Grades	1st Place Winners - ART	School
K-1	Monica Camilo-Santos	Chavez
2-3	Ahn Ngoc Tuan Thai	Brekke
4-5	Angel Eduardo Ceja	Harrington
6-8	Emily Victoria Salaverria	Frank

A.6. Recognition of Migrant Speech & Debate Competition Winners (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees recognize the 1st place winners of the 2024 Regional Migrant Speech & Debate Competition held at Ventura

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College on March 23, 2024.

- **Fernando Huerta**, Fremont, Grade 8 - Extemporaneous Speech (English)
- **Alisson Franco Ramirez**, Frank, Grade 6 - Extemporaneous Speech (Spanish)

A.7. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez___ , Gonzales ___ , Melanephy ___ , Madrigal Lopez___ , Robles-Solis ___

A.8. Study Session - Instructional Support/TOSAs Presentation (Fox)

The Assistant Superintendent of Educational Services will present a study session regarding the progress and highlights from the Instructional Support -TOSAs and their impact on student learning.

A.9. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Assistant Superintendent of 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.10. 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
- Case #2023-CUOE015904

- 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 Appointment
 - Director, Communication & Public Engagement
 - Assistant Principals

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

A.11. Reconvene to Open Session (7:00 PM)

A.12. 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.13. Adoption and Presentation of Resolution #23-18 for National School Nurse Day; May 8, 2024 (Fox/Nocero)

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Pupil Services. that the Board of Trustees adopt Resolution #23-18 in recognition of National School Nurse Day.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.14. Adoption of Resolution #23-21 in Recognition of “Teacher Appreciation Week 2024” (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #23-21, recognizing May 6-10, 2024 as Teacher Appreciation Week 2024.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

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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.

B.2. Public Hearing: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2024-2025 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees authorize the District to enter into contract negotiations for the 2024-2025 school year and any additional years, as may be mutually agreed upon by the parties.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

C.1. 2023-2024 Quarterly Report on Williams Instructional Materials and Facilities, Quarter 3 (Fox/Thomas)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of School Performance and Student Outcomes that the Board of Trustees receive the 2023-2024 Quarterly Instructional Materials and Facilities, Quarter 3, as presented.

C.2. 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 increase of hours of positions, as presented.

C.3. Personnel Actions (Torres/Fuentes)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director

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

of Classified Human Resources that the Board of Trustees approve the Personnel Actions, as presented.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.4. Approval of Agreement #23-282 – ProSolve, LLC (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-282 with ProSolve, LLC, to provide professional development for student engagement and STEM activities through an immersive QUEST training for all 20 schools in the Oxnard School District, May 2, 2024, through June 30, 2025, in the amount of \$48,460.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.5. Award of Formal Bid #23-INF-01 and Approval of Agreement #23-289 OSC Electrical Service Upgrade Project 2024 (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #23-INF-01, OSC Electrical Service Upgrade Project 2024, and enter into Agreement #23-289 with Oilfield Electric & Motor, May 6, 2024 - October 18, 2025, in the amount of \$46,130.00, to be paid out of Deferred Maintenance Funds.

C.6. Approval of Agreement #23-290 with Kenco Construction Services, Inc., to provide DSA Onsite Inspections for New Marquee Installations at 6 Schools (Mitchell/Miller)

It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #23-290 with Kenco Construction Services Inc., to provide DSA onsite inspections for new marquee installations at Brekke, Harrington, Kamala, Ramona, Ritchen, and San Miguel schools, May 2, 2024 – July 31, 2024, in the amount of \$25,200.00, to be paid out of Routine Restricted Maintenance Funds.

C.7. Approval of Agreement #23-291 with Universal Engineering Sciences for Construction Materials Testing and Special Inspection - Marquee Signs (6 Schools) (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #23-291 with Universal Engineering Sciences, to provide Lab of Record services for the 6 New Marquee projects at Brekke, Harrington, Kamala, Ramona, Ritchen, and San Miguel, May 2, 2024 – July 31, 2024, in the amount of \$55,500.00, to be paid out of Routine Restricted Maintenance Funds.

C.8. Approval of Agreement #23-293 – Alexander Neville Foundation (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-293 with Alexander Neville Foundation, to provide assemblies on the dangers of marijuana and fentanyl use among teens for all Oxnard School District middle school students and parents, May 13, 2024 through June 30, 2025, in the amount not to exceed \$15,000.00, to be paid out of the Learning Communities for School Success Program Grant.

C.9. Approval of Agreement #24-03 - Action Preparedness Training (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-03 with Action Preparedness Training, to provide CPR training and First Aid training to teachers and support

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staff as needed, July 1, 2024 through June 30, 2025, in the amount not to exceed \$5,000.00, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.10. Ratification of Amendment #2 to Agreement #21-141 with Construction Testing & Engineering, Inc. to Provide Additional Inspection and Testing Services as Lab of Record for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #2 to Agreement #21-141 with Construction Testing & Engineering, Inc., for additional Inspection and Testing Services as Lab of Record for the Rose Avenue School Reconstruction Project, in the amount of \$66,742.28, to be paid out of Master Construct and Implementation Funds.

C.11. Ratification of Amendment #1 to Agreement #23-152 with SVA Architects to Provide Architectural Engineering Services for the Fremont Middle School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in consultation with CFW, that the Board of Trustees ratify Amendment #1 to Agreement #23-152, for additional services related to soil testing for the Fremont Middle School Reconstruction Project, in the amount of \$30,923.00, to be paid out of Master Construct and Implementation Funds.

C.12. Approval of Amendment #1 to Field Contract Agreement #23-209 – Mark Albrent Painting Inc. (Mitchell/Miller)

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #1 to Field Contract Agreement #23-209 with Mark Albrent Painting Inc., to perform additional interior painting at ELOP Warehouse, in the amount of \$9,627.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.13. Ratification of Agreement #23-292 – Spectrum Enterprise (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-292 with Spectrum Enterprise, to provide temporary residential internet services for the ELOP Warehouse, April 19, 2024, through April 30, 2025, in the amount not to exceed \$2,000.00, to be paid from Expanded Learning Opportunity Program Funds.

Section D: ACTION ITEMS

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

D.1. Adoption of Resolution No. 23-20 – Intent to Grant an Easement and a Covenant to the City of Oxnard for Water Services to Rose Avenue Elementary School Site (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees adopt Resolution No. 23-20 granting an Easement and a Covenant to the City of Oxnard for water services to the Rose Avenue Elementary School Site and dedicating the facilities within

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the Easement to the City.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.2. Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Rosemary Ramirez to serve as an 8th Grade Special Education Mild to Moderate Teacher at Lopez Academy for the 2024/2025 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Rosemary Ramirez to serve as an 8th Grade Special Education Mild to Moderate Teacher at Lopez Academy for the 2024/2025 School Year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

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

- April 17, 2024 Regular Meeting
- April 22, 2024 Special Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Melanephy ____, Madrigal 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. First Reading - Revision to BP/AR 3550 Food Service/Child Nutrition Program

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

(Mitchell/Corona)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition that the Board of Trustees receive the revisions to BP/AR 3550 Food Service/Child Nutrition Program for First Reading, as presented. The revised policy will be presented for Second Reading and Adoption at the May 15, 2024 Board meeting.

F.2. First Reading – Revision to BP/AR 3551 Food Service Operations/Cafeteria Fund (Mitchell/Corona)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition that the Board of Trustees receive the revisions to BP/AR 3551 Food Service Operations/Cafeteria Fund for First Reading, as presented. The revised policy will be presented for Second Reading and Adoption at the May 15, 2024 Board meeting.

F.3. First Reading - Revision to BP/AR 3553 Free and Reduced Price Meals (Mitchell/Corona)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition that the Board of Trustees receive the revisions to BP/AR 3553 Free and Reduced Price Meals for First Reading, as presented. The revised policy will be presented for Second Reading and Adoption at the May 15, 2024 Board meeting.

F.4. First Reading - BP 4119.22/4219.22/4319.22 (Revisions): Dress and Grooming (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees receive the revisions to BP 4119.22/4219.22/4319.22 Dress and Grooming for First Reading, as presented. The revised policies will be presented for Second Reading and Adoption at the May 15, 2024 Board meeting.

F.5. Second Reading and Adoption - E 9270 Conflict of Interest (Mitchell)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees adopt the revisions to Board Policy E 9270 Conflict of Interest, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez __, Gonzales __, Melanephy __, Madrigal Lopez __, Robles-Solis __

Section G: CONCLUSION

G.1. 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

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

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Rodriguez __ , Gonzales __ , Melanephy __ , Madrigal Lopez __ , Robles-Solis __

Anabolena DeGenna, Ed. D.
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, April 26, 2024.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 01, 2024

Agenda Section: Section A: Preliminary

Recognition of Oxnard School District Cesar Chavez Writing and Art Competition Winners (Fox/Ruvalcaba)

It is the recommendation of the Assistant Superintendent of Educational Services and the Manager of Equity, Family, and Community Engagement that the Board of Trustees recognize the winners of the Cesar Chavez Writing and Art Competition held at the Oxnard Performing Arts Center on April 16, 2024.

Grades	1st Place Winners - WRITING	School
K-1	Kira Rose Cadruvi	McAuliffe
2-3	Ana Jazmin Villa	Chavez
4-5	Justin Alexander Rodriguez	Harrington
6-8	Xitlali Esperanza Onofre	Curren
6-8 (Newcomer)	Karla Izabella Padilla	Frank
Grades	1st Place Winners - ART	School
K-1	Monica Camilo-Santos	Chavez
2-3	Ahn Ngoc Tuan Thai	Brekke
4-5	Angel Eduardo Ceja	Harrington
6-8	Emily Victoria Salaverria	Frank

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services and the Manager of Equity, Family, and Community Engagement that the Board of Trustees recognize the winners of the 2024 Cesar Chavez Writing and Art Competition, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 01, 2024

Agenda Section: Section A: Preliminary

Recognition of Migrant Speech & Debate Competition Winners (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees recognize the 1st place winners of the 2024 Regional Migrant Speech & Debate Competition held at Ventura College on March 23, 2024.

- **Fernando Huerta**, Fremont, Grade 8 - Extemporaneous Speech (English)
- **Alisson Franco Ramirez**, Frank, Grade 6 - Extemporaneous Speech (Spanish)

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees recognize the 1st place winners of the 2024 Regional Migrant Speech & Debate Competition held at Ventura College on March 23, 2024.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 01, 2024

Agenda Section: Section A: Study Session

Instructional Support/TOSAs Presentation (Fox)

The Assistant Superintendent of Educational Services will present a study session regarding the progress and highlights from our Instructional Support -TOSAs and the impact on student learning.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Informational

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 01, 2024

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 Assistant 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: May 01, 2024

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
 - Case #2023-CUOE015904
 - 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 Appointment
 - Director, Communication & Public Engagement
 - Assistant Principals

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 01, 2024

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: May 01, 2024

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. Aracely Fox

Date of Meeting: May 01, 2024

Agenda Section: Section A: Preliminary

Adoption and Presentation of Resolution #23-18 for National School Nurse Day; May 8, 2024 (Fox/Nocero)

Recognition of May 8, 2024, as "National School Nurses Day," as proclaimed by the National Association of School Nurses (NASN)

School Nurses are critical members of our support staff; they are responsible for providing vital links, public and private resources, and programs. Our nurses collaborate with Special Education staff, teachers, administrators, and parents to ensure that all health needs are addressed in the best interest of every child of the Oxnard School District. They are commended for their hard work in promoting wellness through health education and providing health screenings and services. It is vital that all children are healthy and come to school ready to learn.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services and Director of Pupil Services that the Board of Trustees approve Resolution #23-18 as presented.

ADDITIONAL MATERIALS:

Attached: [#23-18 Resolution- National School Nurse Day-Board 5-01-24.pdf](#)



**RESOLUTION NO. 23-18
OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

***National School Nurse Day
May 8, 2024
“Nurses Make the Difference”***

WHEREAS, students are the future and, by investing in the today, we are ensuring our world for tomorrow; and

WHEREAS, families deserve to feel confident that their children will be cared for when they are at school; and

WHEREAS, all students have a right to have their physical and mental health needs safely met while in the school setting; and

WHEREAS, students today face more complex and life-threatening health problems requiring care in school; and

WHEREAS, school nurses have served a critical role in improving public health and in ensuring student’s academic success for more than 120 years; and

WHEREAS, school nurses address the home and community factors (e.g., social determinants) that impact students’ health; and

WHEREAS, school nurses are professional nurses that advance the well-being, academic success, and life-long achievements of all students by serving on the frontlines and providing a critical safety net for our nation’s most fragile children; and

WHEREAS, school nurses act as a liaison to the school community, families, and healthcare providers on behalf of children’s health by promoting wellness and improving health outcomes for our nation’s children; and

WHEREAS, school nurses support the health and educational success of children and youth by providing access to care when children’s cognitive development is at its peak; and

WHEREAS, school nurses are members of school-based teams (e.g., school health services, 504/IEP, disaster/emergency planning) providing care coordination to address the school population; and

WHEREAS, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District recognizes School Nurses as important members of the District team, and extends gratitude on behalf of all staff and students, for the loving care and dedication to the welfare of children that School Nurses so generously give each day.

BE IT FURTHER RESOLVED that the Board of Trustees encourages the Oxnard community to join all its schools in bringing to the attention of everyone the importance of the work of School Nurses as we celebrate May 8, 2024, as National School Nurse Day.

Adopted this 1st day of May 2024.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 01, 2024

Agenda Section: Section A: Preliminary

Adoption of Resolution #23-21 in Recognition of “Teacher Appreciation Week 2024” (DeGenna)

The Board of Trustees will adopt Resolution #23-21, recognizing May 6-10, 2024 as Teacher Appreciation Week 2024.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #23-21 in recognition of Teacher Appreciation Week 2024, as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution #23-21 Teacher Appreciation Week \(1 page\)](#)



OXNARD SCHOOL DISTRICT

Resolution #23-21

Teacher Appreciation Week 2024 May 6-10, 2024

WHEREAS, the Board of Trustees recognizes and supports our teachers as essential builders of the future of this society by educating our children every day, and

WHEREAS, teachers invest time planning high quality lessons, evaluating progress, mentoring students and reflecting about their own teaching practices, and

WHEREAS, teachers, in partnership with parents, instill sound values and good character in our nation's young people; and

WHEREAS, teachers adjust, adapt and improve their lessons to meet the needs of their students, and

WHEREAS, teachers collaborate with their peers, site and district administration to provide students with the academic and social emotional supports, and

WHEREAS, teachers have demonstrated their love, understanding and commitment to be present for each student regardless of her/his/their learning differences.

THEREFORE, BE IT RESOLVED, that the Oxnard School District hereby recognizes and honors the contributions of its teachers to quality education and declares the week of May 6-10, 2024 be observed as ***“Teacher Appreciation Week 2024”*** in the Oxnard School District.

BE IT FURTHER RESOLVED that the Board extends, throughout the year, its sincere appreciation to the teachers and support staff members of the Oxnard School District for their extraordinary dedication and professional commitment to the students of Oxnard.

Adopted this 1st day of May, 2024.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 01, 2024

Agenda Section: Section B: Hearing

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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: May 01, 2024

Agenda Section: Section B: Hearing

Public Hearing: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2024-2025 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2024-2025 school year and any additional years as may be mutually agreed upon by the parties. Pursuant to the provisions of Government Code Section 3547, OSSA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act and conduct this Public Hearing before the parties meet to negotiate the articles listed on the attached.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees authorize the District to enter into contract negotiations for the 2024-2025 school year and any additional years, as may be mutually agreed upon by the parties.

ADDITIONAL MATERIALS:

Attached: [OSD and OSSA Sunshine Proposals for 2024-25 \(two pages\)](#)



OXNARD SCHOOL DISTRICT

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

April 19, 2024

Ms. Robles-Solis
President, Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2024-2025

Dear President Robles-Solis,

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2024-2025 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA continuing the use of the Hybrid Method of bargaining with elements of Interest Based Bargaining and Traditional Positional Bargaining, during negotiations, to address issues that arise by either party. The District negotiating team will include:

Dr. Natalia Torres, Assistant Superintendent, HR and Lead Negotiator
Dr. Aracely Fox, Assistant Superintendent of Educational Services
Ms. Valerie Mitchell, Assistant Superintendent, Business Services
Dr. Scott Carroll, Director, Certificated Human Resources
Dr. Jodi Nocero, Director, Pupil Services
Mr. Javier Tapia, Principal
Ms. Patty Nuñez, Director of Fiscal Services

Pursuant to Article 23, Term, in the current District/OSSA bargaining agreement, the current agreement expires on June 30, 2024 and will be in effect until a new agreement is reached.

The District plans to negotiate the following two articles:

- Article 9 (Evaluations)
- Article 15 (Contractual Duties); and

Mutually Agreed Articles per current OSD-OSSA agreement: Article 16 (Salaries), Article 18 (Fringe Benefits)

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice and Public Hearing will be on May 1, 2024. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA to discuss these articles.

Sincerely,

Natalia Torres, Ed.D.
Assistant Superintendent of Human Resources & Chief Negotiator
Oxnard School District



March 15, 2024

Dr. Natalia Torres
Assistant Superintendent of Human Resources
Oxnard School District

Dear Dr. Torres,

In accordance with Article 23- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter contract negotiations with the Oxnard School District for the 2024-2025 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and Facilitator Walter Schwartz.

The Association is looking forward to engaging in negotiations utilizing a hybrid approach of Interest Based Bargaining (IBB) and traditional positional bargaining per our settlement. We are committed to the utilization of a bargaining process that maximizes our opportunity for creative and positive solutions to our mutual problems. We are further committed to problem solving in ways which value the contributions of the negotiators and support one another in finding ways to improve the lives of our mutual constituencies including students, parents, staff, and the Oxnard community. The members of the OSSA negotiating team are Shiri Hermesh, Erika Dowd, Annette Murguia, Monica Garcia, Irene Zavala, Jennifer Miadich-Freilich, and Jose Carranza.

The Association seeks to open the following articles:

Article 8 – Student Ratio

Article 12 – Safety Conditions

Additionally, as every year, we would like to reopen

Article 16 – Salary

Article 18 – Fringe Benefits

Sincerely,
Shiri Hermesh, President
Oxnard Support Services Association

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 01, 2024

Agenda Section: Section C: Consent Agenda

2023-2024 Quarterly Report on Williams Instructional Materials and Facilities, Quarter 3 (Fox/Thomas)

The County Superintendent of Schools is required by California Education Code Section 1240 to Report on a quarterly basis the results of Williams Lawsuit settlement visits to the school district Governing board, pursuant to Assembly Bill (AB) 599 (Chapter 667, Statutes of 2021), effective on January 1, 2022, the most recent criteria for schools eligible for monitoring under the Williams settlement legislation.

This report reflects Quarter 3 findings for the following:

- Instructional Materials - All students, in grades TK-12, have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment.
- Facilities - All classrooms and amenities are safe, clean and functional.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of School Performance and Student Outcomes that the Board of Trustees receive the 2023-2024 Quarterly Instructional Materials and Facilities, Quarter 3, as presented.

ADDITIONAL MATERIALS:

Attached: [OSD- VCOE 2023-24 \[Q3\] Williams Visitation Report.pdf](#)

**Ventura County Office of Education
Quarter 3 Williams Report
2023-24 Fiscal Year**

The County Superintendent of Schools is required by California Education Code Section 1240 to report on a quarterly basis the results of Williams Lawsuit settlement visits to the school district governing board. Pursuant to Assembly Bill (AB) 599 (Chapter 667, Statutes of 2021) effective on January 1, 2022, the most recent criteria for schools eligible for monitoring under the Williams settlement legislation. As outlined in AB 599, schools that meet the criteria listed below are eligible for monitoring under the Williams settlement legislation:

- Eligible for Comprehensive Support and Improvement (CSI) and Additional Targeted Support and Improvement (ATSI); and
- Meet the teacher credentialing criteria

This report reflects Quarter 3 findings for the following:

- Instructional Materials - All students, in grades TK-12, have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment.
- Facilities - All classrooms and amenities are safe, clean and functional.

This report does not include the review of teacher assignments and vacancies, audit findings related to Williams Settlement, and the annual School Accountability Report Cards (SARC). These reviews will be included in the annual report later this school year.

January - March 2024 Visitation Periods		
District/School	Instructional Materials	Facilities
Oxnard School District/ Dr. Manuel M. Lopez Academy	No visits conducted in Quarter 3	No visits conducted in Quarter 3

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: May 01, 2024

Agenda Section: Section C: Consent Agenda

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

Establish

An eight hour 183-day Paraeducator Special Education position number 12267 to be established at Ritchen School, this position will be established to provide additional support.

A five hour and forty-five minute 183-day Paraeducator-Special Education position number 12259 to be established at Frank School. This position will be established to provide additional support

Increase of Hours

A five hour 180-day Campus Assistant position number 7269 to be increased to five hours and forty-five minutes at Lemonwood School. This position will be increased to provide additional support.

FISCAL IMPACT:

Cost for 2 Paraeducator Special Education position: \$100,824.00 SPED Funds

Cost for 1 Campus Assistant position: \$4,480.00 Supplemental Concentration LCFF

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 Increase of Hours of positions as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: May 01, 2024

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 05.01.24 \(1 pg\).pdf](#)
[Classified Personnel Actions 05.01.2024 \(1 pg\).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

Christensen, Elsa	ISP Teacher	April 8, 2024
Montoya, Mariana	Teacher EC	April 14, 2024
Anguiano, Ivan	Substitute Teacher	2023/2024 School Year
Banuelos Finn, Ana	Substitute Teacher	2023/2024 School Year
Barajas, Emery	Substitute Teacher	2023/2024 School Year
Burciaga, Izel	Substitute Teacher	2023/2024 School Year
Casillas, Erika	Substitute Teacher	2023/2024 School Year
Chavez, Andres	Substitute Teacher	2023/2024 School Year
Covarrubias, Jessica	Substitute Teacher	2023/2024 School Year
Cox, Hailey	Substitute Teacher	2023/2024 School Year
DuBose, John	Substitute Teacher	2023/2024 School Year
Esquivel, Juan	Substitute Teacher	2023/2024 School Year
Froman, Hannah	Substitute Teacher	2023/2024 School Year
Hindley, Joel	Substitute Teacher	2023/2024 School Year
Morgan, Corine	Substitute Teacher	2023/2024 School Year
Pena, Cindy	Substitute Teacher	2023/2024 School Year
Perry, Danny	Substitute Teacher	2023/2024 School Year

Resignation

Nelson, Kayla	Teacher	June 14, 2024
Stark, Olivia	SLP	March 22, 2024

CLASSIFIED PERSONNEL ACTIONS

May 01, 2024

New Hires

Barboza, Erica	Campus Assistant, Position #6517 Sierra Linda 4.0 hrs./180 days	04/08/2024
Chavez, Claudia M.	District Translator, Position #2299 Special Education 8.0 hrs./246 days	04/15/2024
Conejo Peralta, Maria G.	Custodian, Position #10467 Custodial Services 8.0 hrs./246 days	03/27/2024
Dollison, Kristi J.	After School Program Site Coordinator, Position #11701 Enrichment & Special Programs 8.0 hrs./246 days	04/15/2024
Durazo, Melina J.	Paraeducator Special Education, Position #1936 San Miguel 5.75 hrs./183 days	04/15/2024
Flores, Raudel	Mental Health Manager, Position #12176/12168 Pupil Services 8.0 hrs./246 days	04/09/2024
Gomez-Romero, Brenda	Paraeducator Special Education, Position #9274 San Miguel 5.75 hrs./183 days	04/18/2024
Grant, Jaziah A.	Grounds Maintenance Worker I, Position #10406 Grounds 8.0 hrs./246 days	04/02/2024
Guzman, Julissa	Custodian, Position #10466 Custodial Services 8.0 hrs./246 days	04/01/2024
Hernandez, Andrea V.	Paraeducator Special Education, Position #2102 Driffill 5.75 hrs./183 days	04/18/2024
Jacksper, Daney D.	Paraeducator Special Education, Position #11744 Special Education 5.75 hrs./183 days	04/08/2024
Jamal, Fadi	Paraeducator Special Education, Position #5561 Curren 5.75 hrs./183 days	04/08/2024
Lazaro, Kiara S.	Paraeducator Special Education, Position #2953 Soria 5.75 hrs./183 days	04/08/2024
Marquez, Alicia V.	Paraeducator Special Education, Position #7493 Curren 5.75 hrs./183 days	04/22/2024
Martinez, Karina	Child Nutrition Worker, Position #6626 McKinna 5.0 hrs./185 days	04/08/2024
Munguia, Javier A.	Paraeducator Special Education, Position #9285 Ritchen 5.75 hrs./183 days	04/15/2024
Perez, Sierra G.	Paraeducator Special Education, Position #9254 Special Education 8.0 hrs./183 days	04/08/2024
Rocha, Katya A.	Paraeducator Special Education, Position #10650 Kamala 5.75 hrs./183 days	04/08/2024
Roughley, Laura R.	Paraeducator Special Education, Position #1942 Curren 5.75 hrs./183 days	04/08/2024
Ruiz, Christian A.	Technology Services Technician, Position #9938 Information Technology 8.0 hrs./220 days	04/01/2024
Segura, Mayra	Paraeducator Special Education, Position #2883 Lopez 5.75 hrs./183 days	04/17/2024

New Hires (cont.)

Sierra, Yesenia	Paraeducator Special Education, Position #10649	04/08/2024
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Smith, April R.	Fremont 5.75 hrs./183 days Paraeducator Special Education, Position #10860 Sierra Linda 2.875 hrs./183 days	04/22/2024
Smith, April R.	Paraeducator Special Education, Position #10861 Brekke 2.875./183 days	04/22/2024
Stermer, Paul E.	Paraeducator Special Education, Position #2256 Lopez 5.75 hrs./183 days	04/08/2024
Torres, Briana S.	Paraeducator Special Education, Position #11690 Sierra Linda 5.75 hrs./183 days	04/08/2024
Velasquez Cabrera, Cinthia G.	Paraeducator Special Education, Position #7878 Ritchen 5.75 hrs./183 days	04/08/2024
Zecua, Jasmin	Paraeducator Special Education, Position #10864 McKinna 2.875 hrs./183 days	04/08/2024
Zecua, Jasmin	Paraeducator Special Education, Position #10863 Elm 2.875 hrs./183 days	04/08/2024

Limited Term/Substitutes

Angeles Ramirez, Alicia S.	Child Nutrition Worker (Substitute)	04/03/2024
Bababian, Taleen	Paraeducator (Substitute)	04/08/2024
Balam, Andy U.	Paraeducator (Substitute)	04/15/2024
Barajas Govea, Fabi E.	Paraeducator (Substitute)	04/15/2024
Buenrostro, Ricardo	Child Nutrition Worker (Substitute)	04/15/2024
Burga, Kevin R.	Paraeducator (Substitute)	04/08/2024
Fuentes, Andrea	Paraeducator (Substitute)	04/15/2024
Gonzalez, Pilar	Paraeducator (Substitute)	04/15/2024
Gutierrez, Almareli	Paraeducator (Substitute)	04/17/2024
Gutierrez, Noemi	Paraeducator (Substitute)	04/11/2024
Ibarra, Abigail	Paraeducator (Substitute)	04/10/2024
Nava, Maria G.	Paraeducator (Substitute)	03/18/2024
Santana, Jordi C.	Clerical (Substitute)	04/08/2024
Smith, Jaycin B.	Clerical (Substitute)	04/08/2024
Tirado, Ruben G.	Custodian (Substitute)	04/12/2024

Medical Layoffs

7688	Child Nutrition Worker, Position #1583 Fremont 5.5 hrs./185 days	03/19/2024
9909	Transportation Driver, Position #8706 Transportation 5.5 hrs./183 days	04/17/2024

Released From Probation

10348	After School Program Site Coordinator, Position #11710 Enrichment & Special Programs 8.0 hrs./246 days	04/15/2024
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Resignations

Amaro, Maricela	Accounting Specialist III, Position #5565 Budget & Finance 8.0 hrs./246 days	04/26/2024
Cardenas, Jazlyn	Paraeducator Special Education, Position #2682 Rose Ave 5.75 hrs./183 days	04/11/2024

Mendoza, Alberto	Parent Support Liaison, Position #8547 Equity, Family, Community Engagement 8.0 hrs./246 days	04/30/2024
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Resignations (cont.)

Mendoza, Mariana	Paraeducator General Education, Position #11263 McKinna 6.0 hrs./183 days	04/26/2024
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Navarro, Evangelina	Campus Assistant, Position #3014 Marina West 5.0 hrs./180 days	04/03/2024
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Rodriguez, Maricarmen	Attendance Accounting Technician, Position #358 Lemonwood 8.0 hrs./209 days	04/04/2024
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Vegafox, Keri	Paraeducator Special Education, Position #9290 Ritchen 5.75 hrs./183 days	03/29/2024
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Retirement

Merlo, Edna G.	Campus Assistant, Position #3066 Ritchen 4.167 hrs./180 days	04/08/2024
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 01, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-282 – ProSolve, LLC (Fox/Shea)

ProSolve, LLC. will provide professional development for student engagement and STEM activities through an immersive QUEST training for all 20 schools in the Oxnard School District.

Term of Agreement: May 2, 2024, through June 30, 2025

FISCAL IMPACT:

\$48,460.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-282 with ProSolve, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-282, ProSolve, 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

- 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:

Please email invoices to: jorejel@oxnardsd.org and gshea@oxnardsd.org

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2024

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: _____

ProSolve We Staff Services

ProSolve's We Staff now offers two options for your summer learning program goals.

Whether you choose We Facilitate or We Coach for your program, developing relationships with students is a priority for us. Our team members will be equipped with strategies to create a classroom community and use positive behavioral interventions and support strategies for classroom management.

WE FACILITATE

With We Facilitate, you will have a dedicated QUEST "teacher in the room" for your summer learning program to Play, Connect, and Create with students each day.

- ✓ Certified to deliver the learning experience, your professional trainer will be prepared to staff a classroom or group of students.
- ✓ Flexible facilitator staffing models available to fit your program needs.
- ✓ Your trainer will be an expert in gameplay, classroom management strategies, differentiation/scaffolding, and overall program implementation.
- ✓ Extensive experience facilitating experiential learning that is immersive, interactive, and highly engaging.
- ✓ Dedicated communication liaison between your program and QUEST customer success team.



WE COACH

With our "We Coach" model, we will send experienced and highly qualified facilitators to your program to support the implementation of your QUEST camp.

- ✓ QUEST experts knowledgeable and experienced with QUEST, Connect, & Creators will work with your team to ensure your program is running smoothly and off to a successful start!
- ✓ Coaches will travel to your sites, providing in-classroom support to your facilitators as they lead QUEST.
- ✓ Provide just-in-time support and coaching to QUEST facilitators. Serves as a communication liaison between the site and CSMs/ESS.
- ✓ Dedicated communication liaison between your program and the QUEST customer success team.



Oxnard SD Scope of Work

Oxnard School District will enlist the support of ProSolve facilitators to act as onsite coaches during the first week of QUEST Summer implementation. Oxnard will assign one QUEST Coach to each of the eight summer sites. The role of the QUEST Coach is to support the implementation and Oxnard SD staff members by providing enthusiasm, real-time training and QUEST expertise across the first week of summer enrichment. This collaboration will ensure both a successful summer experience for 650 students as well as sustained internal capacity for Oxnard QUEST facilitators.

QUEST by the Numbers:

- 650 students
- Estimated 30 classes of QUEST players
- 30 QUEST OSD Facilitators
- 18 hours of enrichment

Investment Summary			
Professional Development Offering	List Price	Qty	Total Price
QUEST Facilitator Training 2023-24 (1:25 ratio)	\$3,750	1	\$3,750
QUEST Facilitator Training 2024-25 (1:25 ratio)	\$3,570	1	\$3,750
QUEST Onsite Coaching One Week Summer 2024 *One QUEST Facilitator per site QUEST Facilitator Weekly Rate (pro-rated for four-day week) Daily onsite support for up to four classes per building All Home to School Connection Resources All Recruitment Materials Program Data Management and Oversight Collaborative Program Planning with Oxnard USD	\$5,120	8	\$40,960
Total Investment	\$48,460.00		

Remit Purchase Orders electronically to:

Lindsay Litzinger | Market Director | lindsay@prosolve.com | 858 - 999 - 1617

Mail Payments to: 2870 Peachtree Road NW #915-6579 Atlanta, GA 30305

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 01, 2024

Agenda Section: Section C: Facilities Agreement

Award of Formal Bid #23-INF-01 and Approval of Agreement #23-289 OSC Electrical Service Upgrade Project 2024 (Mitchell/Miller)

Formal bids were solicited for Bid #23-INF-01, OSC Electrical Service Upgrade Project 2024, pursuant to Public Contract Code 20110. Bids were received and opened at 2:00 p.m., Monday, April 10, 2024. The Bid Summary is attached.

FISCAL IMPACT:

\$46,130.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #23-INF-01 OSC Electrical Service Upgrade Project 2024 and enter into Agreement #23-289 with Oilfield Electric & Motor, in the amount of \$46,130.00.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-289, Oilfield Electric & Motor \(15 Pages\)](#)
[Bid Summary \(1 Page\)](#)



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.

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:

	Each Occurrence	Aggregate
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:

Pay Applications to be submitted monthly to Dana Miller at dmiller@oxnardsd.org, and Marcos Lopez at m6lopez@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2024

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: _____

OXNARD SCHOOL DISTRICT

School/Dept: Operations Service Center

Project Description: Electrical Service Upgrade Project

OSD BID NO. 23-INF-01

Date/Time: Wednesday, April 10, 2024 at 2:00 pm

BIDDERS	BASE BID
G.A. Technical Services	\$ 171,057. ¹¹
Oilfield Electric	\$ 46,130. ⁰⁰
Reyes & Sons	\$ 194,500. ⁰⁰
RMS Construction	\$ 159,999. ⁰⁰
Smith Mechanical & Electrical	\$ 79,836. ⁰⁰
Venco Electric	\$ 100,000. ⁰⁰

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 01, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-290 with Kenco Construction Services, Inc., to provide DSA Onsite Inspections for New Marquee Installations at 6 schools sites (Mitchell/Miller)

Kenco Construction Services, Inc. will provide DSA Onsite Inspections for New Marquee Installations at 6 school sites: Brekke, Harrington, Kamala, Ramona, Ritchen, and San Miguel.

Term of Agreement: May 2, 2024 – July 31, 2024

FISCAL IMPACT:

\$25,200.00 – Routine Restricted Maintenance

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #23-290 with Kenco Construction Services Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-290, Kenco Construction Services Inc. \(15 Pages\)](#)
[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.

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

- 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:

Pay Applications to be submitted monthly to Dana Miller at dmiller@oxnardsd.org, and Marcos Lopez at m6lopez@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2024

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: _____



DSA INSPECTIONS / MANAGEMENT
A Division of the State Architects

www.kencoconstructionservices.com

EIN #27-2782038
SOS Corp. # 3245180

"Building Safe Schools"

Proposal for DSA "Onsite" Inspection.

Date: 04-15-24

Project Client: Oxnard School District
1055 South C Street
(805) 385-1514

Proposed Projects: **6 - Marquee Installations at 6 Different Sites**

DSA App. Number: Pending **DSA File Number:** 56-22

Proposed Scope of Work: One DSA Certified Project Inspector to provide onsite inspections at 6 different sites for the installation of 6 new Marquee Signs and associated work per the DSA approved drawings. All documentation and DSA requirements included.
NOTE: Laboratory, geo/soil or special inspections are not included.

Project Rate: \$105.00 per hour for DSA inspections with a 4-hour minimum per site visit until the approved drawings are complete.
Unless additional work becomes necessary per the district, the hours are estimated not to exceed 4 hrs. per day.

Estimated Cost: Estimated Start Date: **May 1st, 2024**
Estimated Completion Date: **July 31st, 2024**
60 days = 240 hrs. (@ \$105.00 per hr.)..... **\$ 25,200.00**

Total Estimated Proposal: \$ 25,200.00

Note: Please be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager, or designated agent.
2. Attending all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **May 1st, 2024**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of **\$105.00 per hour for DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X _____

Ken Hinge, President
 KENCO Construction Services, Inc.
 Date: 4-15-24

X _____

District Authorized Agent
 Oxnard School District
 Date:

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 01, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-291 with Universal Engineering Sciences for Construction Materials Testing and Special Inspection - Marquee Signs (6 school sites) (Mitchell/Miller)

Universal Engineering Sciences will provide Lab of Record services for the 6 New Marquee projects at Brekke, Harrington, Kamala, Ramona, Ritchen, and San Miguel schools.

Term of Agreement: May 2, 2024 – July 31, 2024

FISCAL IMPACT:

\$55,500.00 – Routine Restricted Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #23-291 with Universal Engineering Sciences.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-291, Universal Engineering Sciences \(15 Pages\)](#)
[Proposal \(96 Pages\)](#)



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:

	Each Occurrence	Aggregate
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:

Pay Applications to be submitted monthly to Dana Miller at dmiller@oxnardsd.org, and Marcos Lopez at m6lopez@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2024

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: _____

Mr. Marcos Lopez
Senior Manager, Maintenance and Operations
Oxnard School District
1055 South C Street
Oxnard, CA 93030
(805) 385-1514 Ext. 2502

M6lopez@oxnardsd.org

Re: Construction Materials Testing and Special Inspection Proposal

New Marquee Sign
San Miguel Elementary School
2400 South J Street
Oxnard, CA 93033

Mr. Lopez,

Universal Engineering Sciences (UES) is pleased to present this proposal to provide special inspections and materials testing services 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 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 consists of construction of a free-standing marquee sign.

UES’s preparation for this proposal is based on the following:

- The following documents were reviewed in preparation for this proposal.

Project Documents		
Document	Created By:	Date:
Project Plans	AD Engineering Group	December 05, 2023
DSA Form 103	Lonnie Mount	July 17, 2023

- The Division of the State Architect will serve as the governing jurisdiction for this project.
- No construction schedule was provided.
- UES recommends a pre-construction meeting to go over inspection requirements and procedures.
- This project is subject to prevailing wage.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) NUMBER

We understand that the project will be subject to current prevailing wage laws. We request that your firm provide the project number issued by the Department of Industrial Relations in the space provided below:

DIR No. _____

SCOPE OF SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

The following inspections and testing will be provided by an inspector(s)/technician(s) certified by the American Concrete Institute (ACI), International Code Council (ICC), and/or the American Welding Society (AWS) and in accordance with the requirements of Chapter 17 of the applicable California Building Code, Governing Agency Technical Guidelines, and project plans and specifications.

Per DSA Form 103, Special inspections anticipated are Soils, Cast-in-Place Concrete, Structural Steel, Cold-Formed Steel, and aluminum used for Structural Purposes, welding (Shop), and Anchor Bolts and Anchor Rods. The following is a description of the anticipated services.

Soil Compaction and Fill

A UES inspector will provide continuous inspection in order to verify use of proper materials, densities, and to inspect lift thickness, placement, and compaction during placement of fill. Testing will be performed for compaction.

Cast-in-Place Concrete

A UES inspector will provide periodic inspection to verify use of required mix design, identify, sample, and test reinforcing steel. During concrete placement, the inspector will fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete. Concrete will be tested for compressive strength.

Reinforcing steel will be identified and sampled for bend and tension testing in accordance with IR 17-10.

Structural Steel, Cold-Formed Steel and Aluminum Used for Structural Purposes

A UES inspector will perform verification and identification of all materials and that that mill certificates indicate material properties that comply with requirements, and material sizes, types and grades comply with requirements. The inspector will examine seam welds of HSS shapes. The inspector will verify and document steel fabrication per DSA approved construction documents.

Unidentified materials will be tested in accordance with 2202A.1.

Welding

Shop Welding

A UES inspector will provide periodic inspection of single-pass fillet welds $\leq 5/16$ inch, floor, and roof deck welds.

Anchor Bolts and Anchor Rods

Anchor bolts and Anchor Rods not readily identifiable will be sampled and tested per procedures noted in DSA IR 17-11.

Project Management and Technical Engineering Services

Report Distribution: Reports will be distributed on a weekly basis. The district will receive (1) hard copy and (1) electronic copy.

Non-Compliance: The on-site inspector will notify the contractor immediately on-site of any work that is non-compliant. The project manager will simultaneously notify the owner. All efforts will be made to satisfy non-compliance issues on-site.

Project Management: A project manager will be assigned to review the daily activity of inspectors/technicians, monitor the budget for special inspection services, and oversee the preparation of the final report(s) if required. All field and laboratory tests will be reviewed prior to submittal.

Final Reports: Final summary report(s) will be prepared for each permit as required by the governing jurisdiction. The final report(s) will include the daily inspection reports, field tests and a summary of the laboratory tests performed and documentation of corrective action in response to non-compliant reports. Final reports will be reviewed by a State of California Registered Professional Civil Engineer and wet stamped and signed by the registered engineer.

DISPATCH

UES will be providing the above scope of services on an on-call basis. These services will only be performed for projects that are scheduled through the dispatch department. Dispatch hours are from 7:00 am till 4:00 pm Monday thru Friday and should be scheduled at least 24-hours in advance of required inspection/testing. Scheduling can be done by phone at (909) 764-9077 or via email at JNieto@teamues.com. **Inspections scheduled by voice mail or through field inspectors/technicians must still be confirmed with dispatch.**

It is the client's or their representative's responsibility to schedule all required inspections/testing. If work is done or covered up without inspections/testing services being done, UES cannot be responsible for governing agency acceptance of the work. The governing agency may require special testing or removal of un-inspected/tested work.

Field Personnel for this project will be sourced from our Oxnard office located at:

2400 Celsius Avenue
Suite J
Oxnard, CA 93030

ESTIMATED COST OF SERVICES

Our services will be billed on a time-and-materials basis starting on the jobsite. Based on the information provided, our estimated fee for inspection and testing services is approximately **\$9,250.00**. The attached cost estimate is anticipated to be used as a budget for services only. It does not represent a maximum or minimum fee. Services requested but not listed herein will be billed at our standard unit rates.

Anticipated Construction Materials Testing & Inspection Services					
Project: San Miguel Elementary School - New Marquee Sign					
		Unit	Quantity	Unit Price	Item Total
S2: Soil Compaction and Fill					
Engineering Technician (In-place Density Testing)		Per Hour	20	\$105.00	\$2,100.00
Laboratory Moisture Density Relationship		Each	1	\$240.00	\$240.00
Atterberg Limit Determination		Each	1	\$180.00	\$180.00
Sieve Analysis including Percent Passing No. 200 Sieve		Each	1	\$180.00	\$180.00
		Sub-Total			\$2,700.00
C1: Cast-in-Place Concrete					
ICC Reinforced Concrete Deputy		Per Hour	8	\$105.00	\$840.00
Concrete Cylinders (Cured and/or Tested in Compression)		Each	10	\$35.00	\$350.00
Batch Plant Inspection		Per Hour	0	\$105.00	\$0.00
Concrete Sample Pick-Up		Per Sample	10	\$10.00	\$100.00
ICC Concrete/Reinforcing Steel Special Inspector - (Tag and Sample Rebar)		Per Hour	4	\$105.00	\$420.00
Rebar Tensile and Bend Testing (#11 Bar and Smaller)		Each	3	\$90.00	\$270.00
		Sub-Total			\$1,980.00
S/A: Structural Steel Testing and Inspection					
Structural Steel, Cold-Formed Steel Aluminum Used for Structural Purposes		Per Hour	8	\$105.00	\$420.00
Field Welding (CWI)		Per Hour	0	\$105.00	\$0.00
Shop Welding (CWI)		Per Hour	16	\$105.00	\$1,680.00
Specimen Recovery (Anchor Bolts/Anchor Rods)		Per Hour	4	\$105.00	\$420.00
Anchor Bolt/Rod Testing - 6 different types assumed (if needed)		Each	1	\$650.00	\$650.00
		Sub-Total			\$3,170.00
Engineering & Technical Services					
Geotechnical Engineer		Per Hour	0	\$190.00	\$0.00
Engineer Review		Per Hour	8	\$140.00	\$1,120.00
Project Administrator (Compliance)		Per Hour	4	\$70.00	\$280.00
		Sub-Total			\$1,400.00
Construction Materials Testing and Inspection Estimated Total					\$9,250.00

Estimate Development: This estimate has been developed with a historical review of projects of similar scope and size. Best estimating practices have been followed, and reasonable judgements have been made to estimate the construction schedule. UES is more than happy to revise this proposal once a construction schedule can be provided.

Assumptions

- Plans and Specifications were on hand for this estimate.
- A construction schedule was not available for this estimate.
- No overtime is scheduled.
- No weekend work is scheduled.
- No night work is scheduled.
- When possible, a multi-certified inspector will be assigned to minimize costs and trips to the jobsite.
- Rebar inspections will be performed by the IOR.

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.

Sincerely,

Universal Engineering Sciences



Victor H. Hernandezgaytan, D.Eng., EIT
Area Manager – Southern California



Jorge Nieto
Branch Manager



Tara Butler
Business Development Manager

Attachments: General Notes
Project Data Sheet
Terms and Conditions

GENERAL NOTES

The project will be invoiced on a time and material basis based on 4 and 8 hour increments using a five-day work week.

All overtime will be billed at 1.5 times regular rate or unless double time rates apply.

Same day or show up time cancellations will be subject to a 2 hour minimum charge.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

This quote is valid for 90 days from date on the proposal.

Project Data Sheet			
Construction Materials Testing and Observation Services			
Project Name:			
Project Physical Address:			
Project Manager:			
Mobile No.:		Fax No.:	
Site Contact:			
Mobile No.:		Fax No.:	
Distribution of Test Reports			
<u>Contact Name</u>		<u>Email Address</u>	

CONSTRUCTION TESTING & ENGINEERING SOUTH, INC., D/B/A "UES" GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 Construction Testing & Engineering South, Inc., (d/b/a "UES") is responsible for providing the services described under the Scope of Services.

1.2 The Client is responsible for providing UES with a clear understanding of the project's nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE

2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made by UES hereunder.

2.2 Execution and delivery of this Agreement by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 UES will retain all pertinent records relating to the services performed for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the scope of services following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner.

5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.

6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material.

6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

6.5 Notwithstanding any other provision of this Agreement to the contrary, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Subject to the balance of this Section 7.1, Client agrees that UES's liabilities, losses, damages, fees, costs, and expenses (including attorneys' fees) (collectively, "Liability") arising from any claim on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater (the "Liability Cap"). If Client prefers to have a higher Liability Cap, UES agrees to increase the Liability Cap to \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$1,000.00, whichever is greater. If Client prefers a \$2,000,000.00 Liability Cap, UES agrees to increase the Liability Cap to \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher Liability Cap is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

7.2 Client shall not be liable to UES, and UES shall not be liable to Client for any punitive, incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action.

7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to Liability.

SECTION 8: INSURANCE

8.1 UES represents that it and its agents, staff and consultants employed or retained by UES, is and are protected by worker's compensation insurance, and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and all Liabilities arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for Liabilities beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless from all Liabilities arising from acts by Client, Client's agents, staff, and others employed by Client.

8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

8.3 To the extent that damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation, before and as a condition precedent to seeking other remedies provided by law.

9.2 If a dispute arises and that dispute is not resolved by mediation, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable out of pocket fees, costs and expenses incurred by such party, including court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by UES in connection with such termination.

10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, SPECIAL INSPECTIONS, TESTING AND OBSERVATIONS

11.1 Plan review and building inspections are performed for the purpose of observing compliance with applicable building codes. Construction materials testing (“CMT”) and Special Inspections are performed to document compliance of certain materials or components with applicable testing standards. UES’s performance of plan reviews, Special inspections, building inspections, , or CMT, or UES’s presence on the site of Client’s project while performing any of the foregoing activities, is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES’s opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES’s site representative, can be construed as modifying any agreement between Client and others. UES’s performance of construction monitoring or observation is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety.

11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client’s failure to schedule UES’s services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS

12.1 Client acknowledges that an Environmental Site Assessment (“ESA”) is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS

13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and

recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES.

13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or Liability arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES

14.1 Client agrees not to solicit for hire any of UES's employees with which Client had contact during the term of this Agreement for a one-year period following the expiration date or termination date of this Agreement (the "Post-Term Period") except through UES. If Client hires any such UES employee during the Post-Term Period, Client shall within five business days following written demand therefor from UES, pay UES an amount equal to one-half of the employee's then effective annualized salary, as liquidated damages.

SECTION 15: ASSIGNS

15.1 Neither Client nor UES may assign this Agreement or assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL

16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located.

16.2 If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 17: INTEGRATION CLAUSE

17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly set forth herein.

17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL

18.1 To the extent permitted by applicable law, Client and UES hereby waive trial by jury in any action arising out of or related to this Agreement.

CLIENT APPROVAL

UES offers the Client the Proposal as listed above. Client may accept UES’s offer by signing in the space provided below and returning a signed copy to UES. Such notification may be faxed or by emailing the signed general conditions. In the event the Client authorizes work without returning a signed copy, the Client agrees to be bound by the general conditions as stated herein. The proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed proposal is returned to UES.

EXECUTED BY CLIENT’S AUTHORIZED REPRESENTATIVE: _____ (signature)

Printed Name: _____ Title: _____

Date Accepted: _____

Client Business Name: _____

Billing Address: _____

Telephone: _____ E-mail: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____

A/P Contact Telephone: _____ *A/P Contact E-Mail: _____

* A/P Contact E-Mail must be provided before the UES can proceed with its proposed services



Mr. Marcos Lopez
Senior Manager, Maintenance and Operations
Oxnard School District
1055 South C Street
Oxnard, CA 93030
(805) 385-1514 Ext. 2502

M6lopez@oxnardsd.org

Re: Construction Materials Testing and Special Inspection Proposal

New Marquee Sign
Ramona Elementary School
804 Cooper Road
Oxnard, CA 93030

Mr. Lopez,

Universal Engineering Sciences (UES) is pleased to present this proposal to provide special inspections and materials testing services 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 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 consists of construction of a free-standing marquee sign.

UES’s preparation for this proposal is based on the following:

- The following documents were reviewed in preparation for this proposal.

Project Documents		
Document	Created By:	Date:
Project Plans	AD Engineering Group	December 05, 2023
DSA Form 103	Lonnie Mount	July 17, 2023

- The Division of the State Architect will serve as the governing jurisdiction for this project.
- No construction schedule was provided.
- UES recommends a pre-construction meeting to go over inspection requirements and procedures.
- This project is subject to prevailing wage.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) NUMBER

We understand that the project will be subject to current prevailing wage laws. We request that your firm provide the project number issued by the Department of Industrial Relations in the space provided below:

DIR No. _____

SCOPE OF SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

The following inspections and testing will be provided by an inspector(s)/technician(s) certified by the American Concrete Institute (ACI), International Code Council (ICC), and/or the American Welding Society (AWS) and in accordance with the requirements of Chapter 17 of the applicable California Building Code, Governing Agency Technical Guidelines, and project plans and specifications.

Per DSA Form 103, Special inspections anticipated are Soils, Cast-in-Place Concrete, Structural Steel, Cold-Formed Steel, and aluminum used for Structural Purposes, welding (Shop), and Anchor Bolts and Anchor Rods. The following is a description of the anticipated services.

Soil Compaction and Fill

A UES inspector will provide continuous inspection in order to verify use of proper materials, densities, and to inspect lift thickness, placement, and compaction during placement of fill. Testing will be performed for compaction.

Cast-in-Place Concrete

A UES inspector will provide periodic inspection to verify use of required mix design, identify, sample, and test reinforcing steel. During concrete placement, the inspector will fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete. Concrete will be tested for compressive strength.

Reinforcing steel will be identified and sampled for bend and tension testing in accordance with IR 17-10.

Structural Steel, Cold-Formed Steel and Aluminum Used for Structural Purposes

A UES inspector will perform verification and identification of all materials and that that mill certificates indicate material properties that comply with requirements, and material sizes, types and grades comply with requirements. The inspector will examine seam welds of HSS shapes. The inspector will verify and document steel fabrication per DSA approved construction documents.

Unidentified materials will be tested in accordance with 2202A.1.

Welding

Shop Welding

A UES inspector will provide periodic inspection of single-pass fillet welds $\leq 5/16$ inch, floor, and roof deck welds.

Anchor Bolts and Anchor Rods

Anchor bolts and Anchor Rods not readily identifiable will be sampled and tested per procedures noted in DSA IR 17-11.

Project Management and Technical Engineering Services

Report Distribution: Reports will be distributed on a weekly basis. The district will receive (1) hard copy and (1) electronic copy.

Non-Compliance: The on-site inspector will notify the contractor immediately on-site of any work that is non-compliant. The project manager will simultaneously notify the owner. All efforts will be made to satisfy non-compliance issues on-site.

Project Management: A project manager will be assigned to review the daily activity of inspectors/technicians, monitor the budget for special inspection services, and oversee the preparation of the final report(s) if required. All field and laboratory tests will be reviewed prior to submittal.

Final Reports: Final summary report(s) will be prepared for each permit as required by the governing jurisdiction. The final report(s) will include the daily inspection reports, field tests and a summary of the laboratory tests performed and documentation of corrective action in response to non-compliant reports. Final reports will be reviewed by a State of California Registered Professional Civil Engineer and wet stamped and signed by the registered engineer.

DISPATCH

UES will be providing the above scope of services on an on-call basis. These services will only be performed for projects that are scheduled through the dispatch department. Dispatch hours are from 7:00 am till 4:00 pm Monday thru Friday and should be scheduled at least 24-hours in advance of required inspection/testing. Scheduling can be done by phone at (909) 764-9077 or via email at JNieto@teamues.com. **Inspections scheduled by voice mail or through field inspectors/technicians must still be confirmed with dispatch.**

It is the client's or their representative's responsibility to schedule all required inspections/testing. If work is done or covered up without inspections/testing services being done, UES cannot be responsible for governing agency acceptance of the work. The governing agency may require special testing or removal of un-inspected/tested work.

Field Personnel for this project will be sourced from our Oxnard office located at:

2400 Celsius Avenue
Suite J
Oxnard, CA 93030

ESTIMATED COST OF SERVICES

Our services will be billed on a time-and-materials basis starting on the jobsite. Based on the information provided, our estimated fee for inspection and testing services is approximately **\$9,250.00**. The attached cost estimate is anticipated to be used as a budget for services only. It does not represent a maximum or minimum fee. Services requested but not listed herein will be billed at our standard unit rates.

Anticipated Construction Materials Testing & Inspection Services					
Project: Ramona Elementary School - New Marquee Sign					
		Unit	Quantity	Unit Price	Item Total
S2: Soil Compaction and Fill					
Engineering Technician (In-place Density Testing)		Per Hour	20	\$105.00	\$2,100.00
Laboratory Moisture Density Relationship		Each	1	\$240.00	\$240.00
Atterberg Limit Determination		Each	1	\$180.00	\$180.00
Sieve Analysis including Percent Passing No. 200 Sieve		Each	1	\$180.00	\$180.00
		Sub-Total			\$2,700.00
C1: Cast-in-Place Concrete					
ICC Reinforced Concrete Deputy		Per Hour	8	\$105.00	\$840.00
Concrete Cylinders (Cured and/or Tested in Compression)		Each	10	\$35.00	\$350.00
Batch Plant Inspection		Per Hour	0	\$105.00	\$0.00
Concrete Sample Pick-Up		Per Sample	10	\$10.00	\$100.00
ICC Concrete/Reinforcing Steel Special Inspector - (Tag and Sample Rebar)		Per Hour	4	\$105.00	\$420.00
Rebar Tensile and Bend Testing (#11 Bar and Smaller)		Each	3	\$90.00	\$270.00
		Sub-Total			\$1,980.00
S/A: Structural Steel Testing and Inspection					
Structural Steel, Cold-Formed Steel Aluminum Used for Structural Purposes		Per Hour	8	\$105.00	\$420.00
Field Welding (CWI)		Per Hour	0	\$105.00	\$0.00
Shop Welding (CWI)		Per Hour	16	\$105.00	\$1,680.00
Specimen Recovery (Anchor Bolts/Anchor Rods)		Per Hour	4	\$105.00	\$420.00
Anchor Bolt/Rod Testing - 6 different types assumed (if needed)		Each	1	\$650.00	\$650.00
		Sub-Total			\$3,170.00
Engineering & Technical Services					
Geotechnical Engineer		Per Hour	0	\$190.00	\$0.00
Engineer Review		Per Hour	8	\$140.00	\$1,120.00
Project Administrator (Compliance)		Per Hour	4	\$70.00	\$280.00
		Sub-Total			\$1,400.00
Construction Materials Testing and Inspection Estimated Total					\$9,250.00

Estimate Development: This estimate has been developed with a historical review of projects of similar scope and size. Best estimating practices have been followed, and reasonable judgements have been made to estimate the construction schedule. UES is more than happy to revise this proposal once a construction schedule can be provided.

Assumptions

- Plans and Specifications were on hand for this estimate.
- A construction schedule was not available for this estimate.
- No overtime is scheduled.
- No weekend work is scheduled.
- No night work is scheduled.
- When possible, a multi-certified inspector will be assigned to minimize costs and trips to the jobsite.
- Rebar inspections will be performed by the IOR.

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.

Sincerely,

Universal Engineering Sciences



Victor H. Hernandezgaytan, D.Eng., EIT
Area Manager – Southern California



Jorge Nieto
Branch Manager



Tara Butler
Business Development Manager

Attachments: General Notes
Project Data Sheet
Terms and Conditions

GENERAL NOTES

The project will be invoiced on a time and material basis based on 4 and 8 hour increments using a five-day work week.

All overtime will be billed at 1.5 times regular rate or unless double time rates apply.

Same day or show up time cancellations will be subject to a 2 hour minimum charge.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

This quote is valid for 90 days from date on the proposal.

Project Data Sheet			
Construction Materials Testing and Observation Services			
Project Name:			
Project Physical Address:			
Project Manager:			
Mobile No.:		Fax No.:	
Site Contact:			
Mobile No.:		Fax No.:	
Distribution of Test Reports			
<u>Contact Name</u>		<u>Email Address</u>	

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1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE

2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made by UES hereunder.

2.2 Execution and delivery of this Agreement by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 UES will retain all pertinent records relating to the services performed for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the scope of services following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner.

5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.

6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material.

6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

6.5 Notwithstanding any other provision of this Agreement to the contrary, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Subject to the balance of this Section 7.1, Client agrees that UES's liabilities, losses, damages, fees, costs, and expenses (including attorneys' fees) (collectively, "Liability") arising from any claim on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater (the "Liability Cap"). If Client prefers to have a higher Liability Cap, UES agrees to increase the Liability Cap to \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$1,000.00, whichever is greater. If Client prefers a \$2,000,000.00 Liability Cap, UES agrees to increase the Liability Cap to \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher Liability Cap is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

7.2 Client shall not be liable to UES, and UES shall not be liable to Client for any punitive, incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action.

7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to Liability.

SECTION 8: INSURANCE

8.1 UES represents that it and its agents, staff and consultants employed or retained by UES, is and are protected by worker's compensation insurance, and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and all Liabilities arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for Liabilities beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless from all Liabilities arising from acts by Client, Client's agents, staff, and others employed by Client.

8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

8.3 To the extent that damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation, before and as a condition precedent to seeking other remedies provided by law.

9.2 If a dispute arises and that dispute is not resolved by mediation, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable out of pocket fees, costs and expenses incurred by such party, including court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by UES in connection with such termination.

10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, SPECIAL INSPECTIONS, TESTING AND OBSERVATIONS

11.1 Plan review and building inspections are performed for the purpose of observing compliance with applicable building codes. Construction materials testing (“CMT”) and Special Inspections are performed to document compliance of certain materials or components with applicable testing standards. UES’s performance of plan reviews, Special inspections, building inspections, , or CMT, or UES’s presence on the site of Client’s project while performing any of the foregoing activities, is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES’s opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES’s site representative, can be construed as modifying any agreement between Client and others. UES’s performance of construction monitoring or observation is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety.

11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client’s failure to schedule UES’s services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS

12.1 Client acknowledges that an Environmental Site Assessment (“ESA”) is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS

13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and

recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES.

13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or Liability arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES

14.1 Client agrees not to solicit for hire any of UES's employees with which Client had contact during the term of this Agreement for a one-year period following the expiration date or termination date of this Agreement (the "Post-Term Period") except through UES. If Client hires any such UES employee during the Post-Term Period, Client shall within five business days following written demand therefor from UES, pay UES an amount equal to one-half of the employee's then effective annualized salary, as liquidated damages.

SECTION 15: ASSIGNS

15.1 Neither Client nor UES may assign this Agreement or assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL

16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located.

16.2 If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 17: INTEGRATION CLAUSE

17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly set forth herein.

17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL

18.1 To the extent permitted by applicable law, Client and UES hereby waive trial by jury in any action arising out of or related to this Agreement.

CLIENT APPROVAL

UES offers the Client the Proposal as listed above. Client may accept UES’s offer by signing in the space provided below and returning a signed copy to UES. Such notification may be faxed or by emailing the signed general conditions. In the event the Client authorizes work without returning a signed copy, the Client agrees to be bound by the general conditions as stated herein. The proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed proposal is returned to UES.

EXECUTED BY CLIENT’S AUTHORIZED REPRESENTATIVE: _____ (signature)

Printed Name: _____ Title: _____

Date Accepted: _____

Client Business Name: _____

Billing Address: _____

Telephone: _____ E-mail: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____

A/P Contact Telephone: _____ *A/P Contact E-Mail: _____

* A/P Contact E-Mail must be provided before the UES can proceed with its proposed services



Mr. Marcos Lopez
Senior Manager, Maintenance and Operations
Oxnard School District
1055 South C Street
Oxnard, CA 93030
(805) 385-1514 Ext. 2502

M6lopez@oxnardsd.org

Re: Construction Materials Testing and Special Inspection Proposal

New Marquee Sign
Kamala School
634 W Kamala Street
Oxnard, CA 93030

Mr. Lopez,

Universal Engineering Sciences (UES) is pleased to present this proposal to provide special inspections and materials testing services 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 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 consists of construction of a free-standing marquee sign.

UES's preparation for this proposal is based on the following:

- The following documents were reviewed in preparation for this proposal.

Project Documents		
Document	Created By:	Date:
Project Plans	AD Engineering Group	December 05, 2023
DSA Form 103	Lonnie Mount	July 17, 2023

- The Division of the State Architect will serve as the governing jurisdiction for this project.
- No construction schedule was provided.
- UES recommends a pre-construction meeting to go over inspection requirements and procedures.
- This project is subject to prevailing wage.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) NUMBER

We understand that the project will be subject to current prevailing wage laws. We request that your firm provide the project number issued by the Department of Industrial Relations in the space provided below:

DIR No. _____

SCOPE OF SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

The following inspections and testing will be provided by an inspector(s)/technician(s) certified by the American Concrete Institute (ACI), International Code Council (ICC), and/or the American Welding Society (AWS) and in accordance with the requirements of Chapter 17 of the applicable California Building Code, Governing Agency Technical Guidelines, and project plans and specifications.

Per DSA Form 103, Special inspections anticipated are Soils, Cast-in-Place Concrete, Structural Steel, Cold-Formed Steel, and aluminum used for Structural Purposes, welding (Shop), and Anchor Bolts and Anchor Rods. The following is a description of the anticipated services.

Soil Compaction and Fill

A UES inspector will provide continuous inspection in order to verify use of proper materials, densities, and to inspect lift thickness, placement, and compaction during placement of fill. Testing will be performed for compaction.

Cast-in-Place Concrete

A UES inspector will provide periodic inspection to verify use of required mix design, identify, sample, and test reinforcing steel. During concrete placement, the inspector will fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete. Concrete will be tested for compressive strength.

Reinforcing steel will be identified and sampled for bend and tension testing in accordance with IR 17-10.

Structural Steel, Cold-Formed Steel and Aluminum Used for Structural Purposes

A UES inspector will perform verification and identification of all materials and that that mill certificates indicate material properties that comply with requirements, and material sizes, types and grades comply with requirements. The inspector will examine seam welds of HSS shapes. The inspector will verify and document steel fabrication per DSA approved construction documents.

Unidentified materials will be tested in accordance with 2202A.1.

Welding

Shop Welding

A UES inspector will provide periodic inspection of single-pass fillet welds $\leq 5/16$ inch, floor, and roof deck welds.

Anchor Bolts and Anchor Rods

Anchors bolts and Anchor Rods not readily identifiable will be sampled and tested per procedures noted in DSA IR 17-11.

Project Management and Technical Engineering Services

Report Distribution: Reports will be distributed on a weekly basis. The district will receive (1) hard copy and (1) electronic copy.

Non-Compliance: The on-site inspector will notify the contractor immediately on-site of any work that is non-compliant. The project manager will simultaneously notify the owner. All efforts will be made to satisfy non-compliance issues on-site.

Project Management: A project manager will be assigned to review the daily activity of inspectors/technicians, monitor the budget for special inspection services, and oversee the preparation of the final report(s) if required. All field and laboratory tests will be reviewed prior to submittal.

Final Reports: Final summary report(s) will be prepared for each permit as required by the governing jurisdiction. The final report(s) will include the daily inspection reports, field tests and a summary of the laboratory tests performed and documentation of corrective action in response to non-compliant reports. Final reports will be reviewed by a State of California Registered Professional Civil Engineer and wet stamped and signed by the registered engineer.

DISPATCH

UES will be providing the above scope of services on an on-call basis. These services will only be performed for projects that are scheduled through the dispatch department. Dispatch hours are from 7:00 am till 4:00 pm Monday thru Friday and should be scheduled at least 24-hours in advance of required inspection/testing. Scheduling can be done by phone at (909) 764-9077 or via email at JNieto@teamues.com. **Inspections scheduled by voice mail or through field inspectors/technicians must still be confirmed with dispatch.**

It is the client's or their representative's responsibility to schedule all required inspections/testing. If work is done or covered up without inspections/testing services being done, UES cannot be responsible for governing agency acceptance of the work. The governing agency may require special testing or removal of un-inspected/tested work.

Field Personnel for this project will be sourced from our Oxnard office located at:

2400 Celsius Avenue
Suite J
Oxnard, CA 93030

ESTIMATED COST OF SERVICES

Our services will be billed on a time-and-materials basis starting on the jobsite. Based on the information provided, our estimated fee for inspection and testing services is approximately **\$9,250.00**. The attached cost estimate is anticipated to be used as a budget for services only. It does not represent a maximum or minimum fee. Services requested but not listed herein will be billed at our standard unit rates.

Anticipated Construction Materials Testing & Inspection Services					
Project: Kamala School - New Marquee Sign					
		Unit	Quantity	Unit Price	Item Total
S2: Soil Compaction and Fill					
Engineering Technician (In-place Density Testing)		Per Hour	20	\$105.00	\$2,100.00
Laboratory Moisture Density Relationship		Each	1	\$240.00	\$240.00
Atterberg Limit Determination		Each	1	\$180.00	\$180.00
Sieve Analysis including Percent Passing No. 200 Sieve		Each	1	\$180.00	\$180.00
		Sub-Total			\$2,700.00
C1: Cast-in-Place Concrete					
ICC Reinforced Concrete Deputy		Per Hour	8	\$105.00	\$840.00
Concrete Cylinders (Cured and/or Tested in Compression)		Each	10	\$35.00	\$350.00
Batch Plant Inspection		Per Hour	0	\$105.00	\$0.00
Concrete Sample Pick-Up		Per Sample	10	\$10.00	\$100.00
ICC Concrete/Reinforcing Steel Special Inspector - (Tag and Sample Rebar)		Per Hour	4	\$105.00	\$420.00
Rebar Tensile and Bend Testing (#11 Bar and Smaller)		Each	3	\$90.00	\$270.00
		Sub-Total			\$1,980.00
S/A: Structural Steel Testing and Inspection					
Structural Steel, Cold-Formed Steel Aluminum Used for Structural Purposes		Per Hour	8	\$105.00	\$420.00
Field Welding (CWI)		Per Hour	0	\$105.00	\$0.00
Shop Welding (CWI)		Per Hour	16	\$105.00	\$1,680.00
Specimen Recovery (Anchor Bolts/Anchor Rods)		Per Hour	4	\$105.00	\$420.00
Anchor Bolt/Rod Testing - 6 different types assumed (if needed)		Each	1	\$650.00	\$650.00
		Sub-Total			\$3,170.00
Engineering & Technical Services					
Geotechnical Engineer		Per Hour	0	\$190.00	\$0.00
Engineer Review		Per Hour	8	\$140.00	\$1,120.00
Project Administrator (Compliance)		Per Hour	4	\$70.00	\$280.00
		Sub-Total			\$1,400.00
Construction Materials Testing and Inspection Estimated Total					\$9,250.00

Estimate Development: This estimate has been developed with a historical review of projects of similar scope and size. Best estimating practices have been followed, and reasonable judgements have been made to estimate the construction schedule. UES is more than happy to revise this proposal once a construction schedule can be provided.

Assumptions

- Plans and Specifications were on hand for this estimate.
- A construction schedule was not available for this estimate.
- No overtime is scheduled.
- No weekend work is scheduled.
- No night work is scheduled.
- When possible, a multi-certified inspector will be assigned to minimize costs and trips to the jobsite.
- Rebar inspections will be performed by the IOR.

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.

Sincerely,

Universal Engineering Sciences



Victor H. Hernandezgaytan, D.Eng., EIT
Area Manager – Southern California



Jorge Nieto
Branch Manager



Tara Butler
Business Development Manager

Attachments: General Notes
Project Data Sheet
Terms and Conditions

GENERAL NOTES

The project will be invoiced on a time and material basis based on 4 and 8 hour increments using a five-day work week.

All overtime will be billed at 1.5 times regular rate or unless double time rates apply.

Same day or show up time cancellations will be subject to a 2 hour minimum charge.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

This quote is valid for 90 days from date on the proposal.

Project Data Sheet			
Construction Materials Testing and Observation Services			
Project Name:			
Project Physical Address:			
Project Manager:			
Mobile No.:		Fax No.:	
Site Contact:			
Mobile No.:		Fax No.:	
Distribution of Test Reports			
<u>Contact Name</u>		<u>Email Address</u>	

CONSTRUCTION TESTING & ENGINEERING SOUTH, INC., D/B/A "UES" GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 Construction Testing & Engineering South, Inc., (d/b/a "UES") is responsible for providing the services described under the Scope of Services.

1.2 The Client is responsible for providing UES with a clear understanding of the project's nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE

2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made by UES hereunder.

2.2 Execution and delivery of this Agreement by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 UES will retain all pertinent records relating to the services performed for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the scope of services following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner.

5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.

6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material.

6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

6.5 Notwithstanding any other provision of this Agreement to the contrary, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Subject to the balance of this Section 7.1, Client agrees that UES's liabilities, losses, damages, fees, costs, and expenses (including attorneys' fees) (collectively, "Liability") arising from any claim on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater (the "Liability Cap"). If Client prefers to have a higher Liability Cap, UES agrees to increase the Liability Cap to \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$1,000.00, whichever is greater. If Client prefers a \$2,000,000.00 Liability Cap, UES agrees to increase the Liability Cap to \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher Liability Cap is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

7.2 Client shall not be liable to UES, and UES shall not be liable to Client for any punitive, incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action.

7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to Liability.

SECTION 8: INSURANCE

8.1 UES represents that it and its agents, staff and consultants employed or retained by UES, is and are protected by worker's compensation insurance, and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and all Liabilities arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for Liabilities beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless from all Liabilities arising from acts by Client, Client's agents, staff, and others employed by Client.

8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

8.3 To the extent that damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation, before and as a condition precedent to seeking other remedies provided by law.

9.2 If a dispute arises and that dispute is not resolved by mediation, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable out of pocket fees, costs and expenses incurred by such party, including court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by UES in connection with such termination.

10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, SPECIAL INSPECTIONS, TESTING AND OBSERVATIONS

11.1 Plan review and building inspections are performed for the purpose of observing compliance with applicable building codes. Construction materials testing (“CMT”) and Special Inspections are performed to document compliance of certain materials or components with applicable testing standards. UES’s performance of plan reviews, Special inspections, building inspections, , or CMT, or UES’s presence on the site of Client’s project while performing any of the foregoing activities, is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES’s opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES’s site representative, can be construed as modifying any agreement between Client and others. UES’s performance of construction monitoring or observation is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety.

11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client’s failure to schedule UES’s services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS

12.1 Client acknowledges that an Environmental Site Assessment (“ESA”) is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS

13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and

recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES.

13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or Liability arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES

14.1 Client agrees not to solicit for hire any of UES's employees with which Client had contact during the term of this Agreement for a one-year period following the expiration date or termination date of this Agreement (the "Post-Term Period") except through UES. If Client hires any such UES employee during the Post-Term Period, Client shall within five business days following written demand therefor from UES, pay UES an amount equal to one-half of the employee's then effective annualized salary, as liquidated damages.

SECTION 15: ASSIGNS

15.1 Neither Client nor UES may assign this Agreement or assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL

16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located.

16.2 If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 17: INTEGRATION CLAUSE

17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly set forth herein.

17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL

18.1 To the extent permitted by applicable law, Client and UES hereby waive trial by jury in any action arising out of or related to this Agreement.

CLIENT APPROVAL

UES offers the Client the Proposal as listed above. Client may accept UES’s offer by signing in the space provided below and returning a signed copy to UES. Such notification may be faxed or by emailing the signed general conditions. In the event the Client authorizes work without returning a signed copy, the Client agrees to be bound by the general conditions as stated herein. The proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed proposal is returned to UES.

EXECUTED BY CLIENT’S AUTHORIZED REPRESENTATIVE: _____ (signature)

Printed Name: _____ Title: _____

Date Accepted: _____

Client Business Name: _____

Billing Address: _____

Telephone: _____ E-mail: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____

A/P Contact Telephone: _____ *A/P Contact E-Mail: _____

* A/P Contact E-Mail must be provided before the UES can proceed with its proposed services

Mr. Marcos Lopez
Senior Manager, Maintenance and Operations
Oxnard School District
1055 South C Street
Oxnard, CA 93030
(805) – 385-1514 Ext. 2502

M6lopez@oxnardsd.org

Re: Construction Materials Testing and Special Inspection Proposal

New Marquee Sign
Ritchen Elementary School
2200 Cabrillo Way
Oxnard, CA 93030

Mr. Lopez,

Universal Engineering Sciences (UES) is pleased to present this proposal to provide special inspections and materials testing services 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 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 consists of construction of a free-standing marquee sign.

UES’s preparation for this proposal is based on the following:

- The following documents were reviewed in preparation for this proposal.

Project Documents		
Document	Created By:	Date:
Project Plans	AD Engineering Group	December 05, 2023
DSA Form 103	Lonnie Mount	July 17, 2023

- The Division of the State Architect will serve as the governing jurisdiction for this project.
- No construction schedule was provided.
- UES recommends a pre-construction meeting to go over inspection requirements and procedures.
- This project is subject to prevailing wage.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) NUMBER

We understand that the project will be subject to current prevailing wage laws. We request that your firm provide the project number issued by the Department of Industrial Relations in the space provided below:

DIR No. _____

SCOPE OF SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

The following inspections and testing will be provided by an inspector(s)/technician(s) certified by the American Concrete Institute (ACI), International Code Council (ICC), and/or the American Welding Society (AWS) and in accordance with the requirements of Chapter 17 of the applicable California Building Code, Governing Agency Technical Guidelines, and project plans and specifications.

Per DSA Form 103, Special inspections anticipated are Soils, Cast-in-Place Concrete, Structural Steel, Cold-Formed Steel, and aluminum used for Structural Purposes, welding (Shop), and Anchor Bolts and Anchor Rods. The following is a description of the anticipated services.

Soil Compaction and Fill

A UES inspector will provide continuous inspection in order to verify use of proper materials, densities, and to inspect lift thickness, placement, and compaction during placement of fill. Testing will be performed for compaction.

Cast-in-Place Concrete

A UES inspector will provide periodic inspection to verify use of required mix design, identify, sample, and test reinforcing steel. During concrete placement, the inspector will fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete. Concrete will be tested for compressive strength.

Reinforcing steel will be identified and sampled for bend and tension testing in accordance with IR 17-10.

Structural Steel, Cold-Formed Steel and Aluminum Used for Structural Purposes

A UES inspector will perform verification and identification of all materials and that that mill certificates indicate material properties that comply with requirements, and material sizes, types and grades comply with requirements. The inspector will examine seam welds of HSS shapes. The inspector will verify and document steel fabrication per DSA approved construction documents.

Unidentified materials will be tested in accordance with 2202A.1.

Welding

Shop Welding

A UES inspector will provide periodic inspection of single-pass fillet welds $\leq 5/16$ inch, floor, and roof deck welds.

Anchor Bolts and Anchor Rods

Anchor bolts and Anchor Rods not readily identifiable will be sampled and tested per procedures noted in DSA IR 17-11.

Project Management and Technical Engineering Services

Report Distribution: Reports will be distributed on a weekly basis. The district will receive (1) hard copy and (1) electronic copy.

Non-Compliance: The on-site inspector will notify the contractor immediately on-site of any work that is non-compliant. The project manager will simultaneously notify the owner. All efforts will be made to satisfy non-compliance issues on-site.

Project Management: A project manager will be assigned to review the daily activity of inspectors/technicians, monitor the budget for special inspection services, and oversee the preparation of the final report(s) if required. All field and laboratory tests will be reviewed prior to submittal.

Final Reports: Final summary report(s) will be prepared for each permit as required by the governing jurisdiction. The final report(s) will include the daily inspection reports, field tests and a summary of the laboratory tests performed and documentation of corrective action in response to non-compliant reports. Final reports will be reviewed by a State of California Registered Professional Civil Engineer and wet stamped and signed by the registered engineer.

DISPATCH

UES will be providing the above scope of services on an on-call basis. These services will only be performed for projects that are scheduled through the dispatch department. Dispatch hours are from 7:00 am till 4:00 pm Monday thru Friday and should be scheduled at least 24-hours in advance of required inspection/testing. Scheduling can be done by phone at (909) 764-9077 or via email at JNieto@teamues.com. **Inspections scheduled by voice mail or through field inspectors/technicians must still be confirmed with dispatch.**

It is the client's or their representative's responsibility to schedule all required inspections/testing. If work is done or covered up without inspections/testing services being done, UES cannot be responsible for governing agency acceptance of the work. The governing agency may require special testing or removal of un-inspected/tested work.

Field Personnel for this project will be sourced from our Oxnard office located at:

2400 Celsius Avenue
Suite J
Oxnard, CA 93030

ESTIMATED COST OF SERVICES

Our services will be billed on a time-and-materials basis starting on the jobsite. Based on the information provided, our estimated fee for inspection and testing services is approximately **\$9,250.00**. The attached cost estimate is anticipated to be used as a budget for services only. It does not represent a maximum or minimum fee. Services requested but not listed herein will be billed at our standard unit rates.

Anticipated Construction Materials Testing & Inspection Services					
Project: Ritchen Elementary School - New Marquee Sign					
		Unit	Quantity	Unit Price	Item Total
S2: Soil Compaction and Fill					
Engineering Technician (In-place Density Testing)		Per Hour	20	\$105.00	\$2,100.00
Laboratory Moisture Density Relationship		Each	1	\$240.00	\$240.00
Atterberg Limit Determination		Each	1	\$180.00	\$180.00
Sieve Analysis including Percent Passing No. 200 Sieve		Each	1	\$180.00	\$180.00
		Sub-Total			\$2,700.00
C1: Cast-in-Place Concrete					
ICC Reinforced Concrete Deputy		Per Hour	8	\$105.00	\$840.00
Concrete Cylinders (Cured and/or Tested in Compression)		Each	10	\$35.00	\$350.00
Batch Plant Inspection		Per Hour	0	\$105.00	\$0.00
Concrete Sample Pick-Up		Per Sample	10	\$10.00	\$100.00
ICC Concrete/Reinforcing Steel Special Inspector - (Tag and Sample Rebar)		Per Hour	4	\$105.00	\$420.00
Rebar Tensile and Bend Testing (#11 Bar and Smaller)		Each	3	\$90.00	\$270.00
		Sub-Total			\$1,980.00
S/A: Structural Steel Testing and Inspection					
Structural Steel, Cold-Formed Steel Aluminum Used for Structural Purposes		Per Hour	8	\$105.00	\$420.00
Field Welding (CWI)		Per Hour	0	\$105.00	\$0.00
Shop Welding (CWI)		Per Hour	16	\$105.00	\$1,680.00
Specimen Recovery (Anchor Bolts/Anchor Rods)		Per Hour	4	\$105.00	\$420.00
Anchor Bolt/Rod Testing - 6 different types assumed (if needed)		Each	1	\$650.00	\$650.00
		Sub-Total			\$3,170.00
Engineering & Technical Services					
Geotechnical Engineer		Per Hour	0	\$190.00	\$0.00
Engineer Review		Per Hour	8	\$140.00	\$1,120.00
Project Administrator (Compliance)		Per Hour	4	\$70.00	\$280.00
		Sub-Total			\$1,400.00
Construction Materials Testing and Inspection Estimated Total					\$9,250.00

Estimate Development: This estimate has been developed with a historical review of projects of similar scope and size. Best estimating practices have been followed, and reasonable judgements have been made to estimate the construction schedule. UES is more than happy to revise this proposal once a construction schedule can be provided.

Assumptions

- Plans and Specifications were on hand for this estimate.
- A construction schedule was not available for this estimate.
- No overtime is scheduled.
- No weekend work is scheduled.
- No night work is scheduled.
- When possible, a multi-certified inspector will be assigned to minimize costs and trips to the jobsite.
- Rebar inspections will be performed by the IOR.

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.

Sincerely,

Universal Engineering Sciences



Victor H. Hernandezgaytan, D.Eng., EIT
Area Manager – Southern California



Jorge Nieto
Branch Manager



Tara Butler
Business Development Manager

Attachments: General Notes
Project Data Sheet
Terms and Conditions

GENERAL NOTES

The project will be invoiced on a time and material basis based on 4 and 8 hour increments using a five-day work week.

All overtime will be billed at 1.5 times regular rate or unless double time rates apply.

Same day or show up time cancellations will be subject to a 2 hour minimum charge.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

This quote is valid for 90 days from date on the proposal.

Project Data Sheet			
Construction Materials Testing and Observation Services			
Project Name:			
Project Physical Address:			
Project Manager:			
Mobile No.:		Fax No.:	
Site Contact:			
Mobile No.:		Fax No.:	
Distribution of Test Reports			
<u>Contact Name</u>		<u>Email Address</u>	

CONSTRUCTION TESTING & ENGINEERING SOUTH, INC., D/B/A "UES" GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 Construction Testing & Engineering South, Inc., (d/b/a "UES") is responsible for providing the services described under the Scope of Services.

1.2 The Client is responsible for providing UES with a clear understanding of the project's nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE

2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made by UES hereunder.

2.2 Execution and delivery of this Agreement by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 UES will retain all pertinent records relating to the services performed for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the scope of services following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner.

5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.

6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material.

6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

6.5 Notwithstanding any other provision of this Agreement to the contrary, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Subject to the balance of this Section 7.1, Client agrees that UES's liabilities, losses, damages, fees, costs, and expenses (including attorneys' fees) (collectively, "Liability") arising from any claim on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater (the "Liability Cap"). If Client prefers to have a higher Liability Cap, UES agrees to increase the Liability Cap to \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$1,000.00, whichever is greater. If Client prefers a \$2,000,000.00 Liability Cap, UES agrees to increase the Liability Cap to \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher Liability Cap is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

7.2 Client shall not be liable to UES, and UES shall not be liable to Client for any punitive, incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action.

7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to Liability.

SECTION 8: INSURANCE

8.1 UES represents that it and its agents, staff and consultants employed or retained by UES, is and are protected by worker's compensation insurance, and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and all Liabilities arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for Liabilities beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless from all Liabilities arising from acts by Client, Client's agents, staff, and others employed by Client.

8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

8.3 To the extent that damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation, before and as a condition precedent to seeking other remedies provided by law.

9.2 If a dispute arises and that dispute is not resolved by mediation, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable out of pocket fees, costs and expenses incurred by such party, including court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by UES in connection with such termination.

10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, SPECIAL INSPECTIONS, TESTING AND OBSERVATIONS

11.1 Plan review and building inspections are performed for the purpose of observing compliance with applicable building codes. Construction materials testing (“CMT”) and Special Inspections are performed to document compliance of certain materials or components with applicable testing standards. UES’s performance of plan reviews, Special inspections, building inspections, , or CMT, or UES’s presence on the site of Client’s project while performing any of the foregoing activities, is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES’s opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES’s site representative, can be construed as modifying any agreement between Client and others. UES’s performance of construction monitoring or observation is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety.

11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client’s failure to schedule UES’s services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS

12.1 Client acknowledges that an Environmental Site Assessment (“ESA”) is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS

13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and

recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES.

13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or Liability arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES

14.1 Client agrees not to solicit for hire any of UES's employees with which Client had contact during the term of this Agreement for a one-year period following the expiration date or termination date of this Agreement (the "Post-Term Period") except through UES. If Client hires any such UES employee during the Post-Term Period, Client shall within five business days following written demand therefor from UES, pay UES an amount equal to one-half of the employee's then effective annualized salary, as liquidated damages.

SECTION 15: ASSIGNS

15.1 Neither Client nor UES may assign this Agreement or assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL

16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located.

16.2 If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 17: INTEGRATION CLAUSE

17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly set forth herein.

17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL

18.1 To the extent permitted by applicable law, Client and UES hereby waive trial by jury in any action arising out of or related to this Agreement.

CLIENT APPROVAL

UES offers the Client the Proposal as listed above. Client may accept UES’s offer by signing in the space provided below and returning a signed copy to UES. Such notification may be faxed or by emailing the signed general conditions. In the event the Client authorizes work without returning a signed copy, the Client agrees to be bound by the general conditions as stated herein. The proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed proposal is returned to UES.

EXECUTED BY CLIENT’S AUTHORIZED REPRESENTATIVE: _____ (signature)

Printed Name: _____ Title: _____

Date Accepted: _____

Client Business Name: _____

Billing Address: _____

Telephone: _____ E-mail: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____

A/P Contact Telephone: _____ *A/P Contact E-Mail: _____

* A/P Contact E-Mail must be provided before the UES can proceed with its proposed services



Mr. Marcos Lopez
Senior Manager, Maintenance and Operations
Oxnard School District
1055 South C Street
Oxnard, CA 93030
(805) – 385-1514 Ext. 2502

M6lopez@oxnardsd.org

Re: Construction Materials Testing and Special Inspection Proposal

New Marquee Sign
Harrington Elementary School
451 East Olive Street
Oxnard, CA 93030

Mr. Lopez,

Universal Engineering Sciences (UES) is pleased to present this proposal to provide special inspections and materials testing services 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 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 consists of construction of a free-standing marquee sign.

UES’s preparation for this proposal is based on the following:

- The following documents were reviewed in preparation for this proposal.

Project Documents		
Document	Created By:	Date:
Project Plans	AD Engineering Group	December 05, 2023
DSA Form 103	Lonnie Mount	July 17, 2023

- The Division of the State Architect will serve as the governing jurisdiction for this project.
- No construction schedule was provided.
- UES recommends a pre-construction meeting to go over inspection requirements and procedures.
- This project is subject to prevailing wage.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) NUMBER

We understand that the project will be subject to current prevailing wage laws. We request that your firm provide the project number issued by the Department of Industrial Relations in the space provided below:

DIR No. _____

SCOPE OF SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

The following inspections and testing will be provided by an inspector(s)/technician(s) certified by the American Concrete Institute (ACI), International Code Council (ICC), and/or the American Welding Society (AWS) and in accordance with the requirements of Chapter 17 of the applicable California Building Code, Governing Agency Technical Guidelines, and project plans and specifications.

Per DSA Form 103, Special inspections anticipated are Soils, Cast-in-Place Concrete, Structural Steel, Cold-Formed Steel, and aluminum used for Structural Purposes, welding (Shop), and Anchor Bolts and Anchor Rods. The following is a description of the anticipated services.

Soil Compaction and Fill

A UES inspector will provide continuous inspection in order to verify use of proper materials, densities, and to inspect lift thickness, placement, and compaction during placement of fill. Testing will be performed for compaction.

Cast-in-Place Concrete

A UES inspector will provide periodic inspection to verify use of required mix design, identify, sample, and test reinforcing steel. During concrete placement, the inspector will fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete. Concrete will be tested for compressive strength.

Reinforcing steel will be identified and sampled for bend and tension testing in accordance with IR 17-10.

Structural Steel, Cold-Formed Steel and Aluminum Used for Structural Purposes

A UES inspector will perform verification and identification of all materials and that that mill certificates indicate material properties that comply with requirements, and material sizes, types and grades comply with requirements. The inspector will examine seam welds of HSS shapes. The inspector will verify and document steel fabrication per DSA approved construction documents.

Unidentified materials will be tested in accordance with 2202A.1.

Welding

Shop Welding

A UES inspector will provide periodic inspection of single-pass fillet welds $\leq 5/16$ inch, floor, and roof deck welds.

Anchor Bolts and Anchor Rods

Anchors bolts and Anchor Rods not readily identifiable will be sampled and tested per procedures noted in DSA IR 17-11.

Project Management and Technical Engineering Services

Report Distribution: Reports will be distributed on a weekly basis. The district will receive (1) hard copy and (1) electronic copy.

Non-Compliance: The on-site inspector will notify the contractor immediately on-site of any work that is non-compliant. The project manager will simultaneously notify the owner. All efforts will be made to satisfy non-compliance issues on-site.

Project Management: A project manager will be assigned to review the daily activity of inspectors/technicians, monitor the budget for special inspection services, and oversee the preparation of the final report(s) if required. All field and laboratory tests will be reviewed prior to submittal.

Final Reports: Final summary report(s) will be prepared for each permit as required by the governing jurisdiction. The final report(s) will include the daily inspection reports, field tests and a summary of the laboratory tests performed and documentation of corrective action in response to non-compliant reports. Final reports will be reviewed by a State of California Registered Professional Civil Engineer and wet stamped and signed by the registered engineer.

DISPATCH

UES will be providing the above scope of services on an on-call basis. These services will only be performed for projects that are scheduled through the dispatch department. Dispatch hours are from 7:00 am till 4:00 pm Monday thru Friday and should be scheduled at least 24-hours in advance of required inspection/testing. Scheduling can be done by phone at (909) 764-9077 or via email at JNieto@teamues.com. **Inspections scheduled by voice mail or through field inspectors/technicians must still be confirmed with dispatch.**

It is the client's or their representative's responsibility to schedule all required inspections/testing. If work is done or covered up without inspections/testing services being done, UES cannot be responsible for governing agency acceptance of the work. The governing agency may require special testing or removal of un-inspected/tested work.

Field Personnel for this project will be sourced from our Oxnard office located at:

2400 Celsius Avenue
Suite J
Oxnard, CA 93030

ESTIMATED COST OF SERVICES

Our services will be billed on a time-and-materials basis starting on the jobsite. Based on the information provided, our estimated fee for inspection and testing services is approximately **\$9,250.00**. The attached cost estimate is anticipated to be used as a budget for services only. It does not represent a maximum or minimum fee. Services requested but not listed herein will be billed at our standard unit rates.

Anticipated Construction Materials Testing & Inspection Services					
Project: Harrington Elementary School - New Marquee Sign					
		Unit	Quantity	Unit Price	Item Total
S2: Soil Compaction and Fill					
Engineering Technician (In-place Density Testing)		Per Hour	20	\$105.00	\$2,100.00
Laboratory Moisture Density Relationship		Each	1	\$240.00	\$240.00
Atterberg Limit Determination		Each	1	\$180.00	\$180.00
Sieve Analysis including Percent Passing No. 200 Sieve		Each	1	\$180.00	\$180.00
		Sub-Total			\$2,700.00
C1: Cast-in-Place Concrete					
ICC Reinforced Concrete Deputy		Per Hour	8	\$105.00	\$840.00
Concrete Cylinders (Cured and/or Tested in Compression)		Each	10	\$35.00	\$350.00
Batch Plant Inspection		Per Hour	0	\$105.00	\$0.00
Concrete Sample Pick-Up		Per Sample	10	\$10.00	\$100.00
ICC Concrete/Reinforcing Steel Special Inspector - (Tag and Sample Rebar)		Per Hour	4	\$105.00	\$420.00
Rebar Tensile and Bend Testing (#11 Bar and Smaller)		Each	3	\$90.00	\$270.00
		Sub-Total			\$1,980.00
S/A: Structural Steel Testing and Inspection					
Structural Steel, Cold-Formed Steel Aluminum Used for Structural Purposes		Per Hour	8	\$105.00	\$420.00
Field Welding (CWI)		Per Hour	0	\$105.00	\$0.00
Shop Welding (CWI)		Per Hour	16	\$105.00	\$1,680.00
Specimen Recovery (Anchor Bolts/Anchor Rods)		Per Hour	4	\$105.00	\$420.00
Anchor Bolt/Rod Testing - 6 different types assumed (if needed)		Each	1	\$650.00	\$650.00
		Sub-Total			\$3,170.00
Engineering & Technical Services					
Geotechnical Engineer		Per Hour	0	\$190.00	\$0.00
Engineer Review		Per Hour	8	\$140.00	\$1,120.00
Project Administrator (Compliance)		Per Hour	4	\$70.00	\$280.00
		Sub-Total			\$1,400.00
Construction Materials Testing and Inspection Estimated Total					\$9,250.00

Estimate Development: This estimate has been developed with a historical review of projects of similar scope and size. Best estimating practices have been followed, and reasonable judgements have been made to estimate the construction schedule. UES is more than happy to revise this proposal once a construction schedule can be provided.

Assumptions

- Plans and Specifications were on hand for this estimate.
- A construction schedule was not available for this estimate.
- No overtime is scheduled.
- No weekend work is scheduled.
- No night work is scheduled.
- When possible, a multi-certified inspector will be assigned to minimize costs and trips to the jobsite.
- Rebar inspections will be performed by the IOR.

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.

Sincerely,

Universal Engineering Sciences



Victor H. Hernandezgaytan, D.Eng., EIT
Area Manager – Southern California



Jorge Nieto
Branch Manager



Tara Butler
Business Development Manager

Attachments: General Notes
Project Data Sheet
Terms and Conditions

GENERAL NOTES

The project will be invoiced on a time and material basis based on 4 and 8 hour increments using a five-day work week.

All overtime will be billed at 1.5 times regular rate or unless double time rates apply.

Same day or show up time cancellations will be subject to a 2 hour minimum charge.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

This quote is valid for 90 days from date on the proposal.

Project Data Sheet			
Construction Materials Testing and Observation Services			
Project Name:			
Project Physical Address:			
Project Manager:			
Mobile No.:		Fax No.:	
Site Contact:			
Mobile No.:		Fax No.:	
Distribution of Test Reports			
<u>Contact Name</u>		<u>Email Address</u>	

CONSTRUCTION TESTING & ENGINEERING SOUTH, INC., D/B/A "UES" GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 Construction Testing & Engineering South, Inc., (d/b/a "UES") is responsible for providing the services described under the Scope of Services.

1.2 The Client is responsible for providing UES with a clear understanding of the project's nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE

2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made by UES hereunder.

2.2 Execution and delivery of this Agreement by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 UES will retain all pertinent records relating to the services performed for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the scope of services following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner.

5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.

6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material.

6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

6.5 Notwithstanding any other provision of this Agreement to the contrary, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Subject to the balance of this Section 7.1, Client agrees that UES's liabilities, losses, damages, fees, costs, and expenses (including attorneys' fees) (collectively, "Liability") arising from any claim on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater (the "Liability Cap"). If Client prefers to have a higher Liability Cap, UES agrees to increase the Liability Cap to \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$1,000.00, whichever is greater. If Client prefers a \$2,000,000.00 Liability Cap, UES agrees to increase the Liability Cap to \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher Liability Cap is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

7.2 Client shall not be liable to UES, and UES shall not be liable to Client for any punitive, incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action.

7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to Liability.

SECTION 8: INSURANCE

8.1 UES represents that it and its agents, staff and consultants employed or retained by UES, is and are protected by worker's compensation insurance, and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and all Liabilities arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for Liabilities beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless from all Liabilities arising from acts by Client, Client's agents, staff, and others employed by Client.

8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

8.3 To the extent that damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation, before and as a condition precedent to seeking other remedies provided by law.

9.2 If a dispute arises and that dispute is not resolved by mediation, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable out of pocket fees, costs and expenses incurred by such party, including court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by UES in connection with such termination.

10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, SPECIAL INSPECTIONS, TESTING AND OBSERVATIONS

11.1 Plan review and building inspections are performed for the purpose of observing compliance with applicable building codes. Construction materials testing (“CMT”) and Special Inspections are performed to document compliance of certain materials or components with applicable testing standards. UES’s performance of plan reviews, Special inspections, building inspections, , or CMT, or UES’s presence on the site of Client’s project while performing any of the foregoing activities, is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES’s opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES’s site representative, can be construed as modifying any agreement between Client and others. UES’s performance of construction monitoring or observation is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety.

11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client’s failure to schedule UES’s services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS

12.1 Client acknowledges that an Environmental Site Assessment (“ESA”) is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS

13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and

recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES.

13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or Liability arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES

14.1 Client agrees not to solicit for hire any of UES's employees with which Client had contact during the term of this Agreement for a one-year period following the expiration date or termination date of this Agreement (the "Post-Term Period") except through UES. If Client hires any such UES employee during the Post-Term Period, Client shall within five business days following written demand therefor from UES, pay UES an amount equal to one-half of the employee's then effective annualized salary, as liquidated damages.

SECTION 15: ASSIGNS

15.1 Neither Client nor UES may assign this Agreement or assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL

16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located.

16.2 If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 17: INTEGRATION CLAUSE

17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly set forth herein.

17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL

18.1 To the extent permitted by applicable law, Client and UES hereby waive trial by jury in any action arising out of or related to this Agreement.

CLIENT APPROVAL

UES offers the Client the Proposal as listed above. Client may accept UES’s offer by signing in the space provided below and returning a signed copy to UES. Such notification may be faxed or by emailing the signed general conditions. In the event the Client authorizes work without returning a signed copy, the Client agrees to be bound by the general conditions as stated herein. The proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed proposal is returned to UES.

EXECUTED BY CLIENT’S AUTHORIZED REPRESENTATIVE: _____ (signature)

Printed Name: _____ Title: _____

Date Accepted: _____

Client Business Name: _____

Billing Address: _____

Telephone: _____ E-mail: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____

A/P Contact Telephone: _____ *A/P Contact E-Mail: _____

* A/P Contact E-Mail must be provided before the UES can proceed with its proposed services

Mr. Marcos Lopez
Senior Manager, Maintenance and Operations
Oxnard School District
1055 South C Street
Oxnard, CA 93030
(805) – 385-1514 Ext. 2502

M6lopez@oxnardsd.org

Re: Construction Materials Testing and Special Inspection Proposal

New Marquee Sign
Norman R. Brekke Elementary School
1400 Martin Luther King Jr. Drive
Oxnard, CA 93030

Mr. Lopez,

Universal Engineering Sciences (UES) is pleased to present this proposal to provide special inspections and materials testing services 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 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 consists of construction of a free-standing marquee sign.

UES’s preparation for this proposal is based on the following:

- The following documents were reviewed in preparation for this proposal.

Project Documents		
Document	Created By:	Date:
Project Plans	AD Engineering Group	December 05, 2023
DSA Form 103	Lonnie Mount	July 17, 2023

- The Division of the State Architect will serve as the governing jurisdiction for this project.
- No construction schedule was provided.
- UES recommends a pre-construction meeting to go over inspection requirements and procedures.
- This project is subject to prevailing wage.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) NUMBER

We understand that the project will be subject to current prevailing wage laws. We request that your firm provide the project number issued by the Department of Industrial Relations in the space provided below:

DIR No. _____

SCOPE OF SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

The following inspections and testing will be provided by an inspector(s)/technician(s) certified by the American Concrete Institute (ACI), International Code Council (ICC), and/or the American Welding Society (AWS) and in accordance with the requirements of Chapter 17 of the applicable California Building Code, Governing Agency Technical Guidelines, and project plans and specifications.

Per DSA Form 103, Special inspections anticipated are Soils, Cast-in-Place Concrete, Structural Steel, Cold-Formed Steel, and aluminum used for Structural Purposes, welding (Shop), and Anchor Bolts and Anchor Rods. The following is a description of the anticipated services.

Soil Compaction and Fill

A UES inspector will provide continuous inspection in order to verify use of proper materials, densities, and to inspect lift thickness, placement, and compaction during placement of fill. Testing will be performed for compaction.

Cast-in-Place Concrete

A UES inspector will provide periodic inspection to verify use of required mix design, identify, sample, and test reinforcing steel. During concrete placement, the inspector will fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete. Concrete will be tested for compressive strength.

Reinforcing steel will be identified and sampled for bend and tension testing in accordance with IR 17-10.

Structural Steel, Cold-Formed Steel and Aluminum Used for Structural Purposes

A UES inspector will perform verification and identification of all materials and that that mill certificates indicate material properties that comply with requirements, and material sizes, types and grades comply with requirements. The inspector will examine seam welds of HSS shapes. The inspector will verify and document steel fabrication per DSA approved construction documents.

Unidentified materials will be tested in accordance with 2202A.1.

Welding

Shop Welding

A UES inspector will provide periodic inspection of single-pass fillet welds $\leq 5/16$ inch, floor, and roof deck welds.

Anchor Bolts and Anchor Rods

Anchor bolts and Anchor Rods not readily identifiable will be sampled and tested per procedures noted in DSA IR 17-11.

Project Management and Technical Engineering Services

Report Distribution: Reports will be distributed on a weekly basis. The district will receive (1) hard copy and (1) electronic copy.

Non-Compliance: The on-site inspector will notify the contractor immediately on-site of any work that is non-compliant. The project manager will simultaneously notify the owner. All efforts will be made to satisfy non-compliance issues on-site.

Project Management: A project manager will be assigned to review the daily activity of inspectors/technicians, monitor the budget for special inspection services, and oversee the preparation of the final report(s) if required. All field and laboratory tests will be reviewed prior to submittal.

Final Reports: Final summary report(s) will be prepared for each permit as required by the governing jurisdiction. The final report(s) will include the daily inspection reports, field tests and a summary of the laboratory tests performed and documentation of corrective action in response to non-compliant reports. Final reports will be reviewed by a State of California Registered Professional Civil Engineer and wet stamped and signed by the registered engineer.

DISPATCH

UES will be providing the above scope of services on an on-call basis. These services will only be performed for projects that are scheduled through the dispatch department. Dispatch hours are from 7:00 am till 4:00 pm Monday thru Friday and should be scheduled at least 24-hours in advance of required inspection/testing. Scheduling can be done by phone at (909) 764-9077 or via email at JNieto@teamues.com. **Inspections scheduled by voice mail or through field inspectors/technicians must still be confirmed with dispatch.**

It is the client's or their representative's responsibility to schedule all required inspections/testing. If work is done or covered up without inspections/testing services being done, UES cannot be responsible for governing agency acceptance of the work. The governing agency may require special testing or removal of un-inspected/tested work.

Field Personnel for this project will be sourced from our Oxnard office located at:

2400 Celsius Avenue
Suite J
Oxnard, CA 93030

ESTIMATED COST OF SERVICES

Our services will be billed on a time-and-materials basis starting on the jobsite. Based on the information provided, our estimated fee for inspection and testing services is approximately **\$9,250.00**. The attached cost estimate is anticipated to be used as a budget for services only. It does not represent a maximum or minimum fee. Services requested but not listed herein will be billed at our standard unit rates.

Anticipated Construction Materials Testing & Inspection Services					
Project: Norman R. Brekke Elementary School - New Marquee Sign					
		Unit	Quantity	Unit Price	Item Total
S2: Soil Compaction and Fill					
Engineering Technician (In-place Density Testing)		Per Hour	20	\$105.00	\$2,100.00
Laboratory Moisture Density Relationship		Each	1	\$240.00	\$240.00
Atterberg Limit Determination		Each	1	\$180.00	\$180.00
Sieve Analysis including Percent Passing No. 200 Sieve		Each	1	\$180.00	\$180.00
		Sub-Total			\$2,700.00
C1: Cast-in-Place Concrete					
ICC Reinforced Concrete Deputy		Per Hour	8	\$105.00	\$840.00
Concrete Cylinders (Cured and/or Tested in Compression)		Each	10	\$35.00	\$350.00
Batch Plant Inspection		Per Hour	0	\$105.00	\$0.00
Concrete Sample Pick-Up		Per Sample	10	\$10.00	\$100.00
ICC Concrete/Reinforcing Steel Special Inspector - (Tag and Sample Rebar)		Per Hour	4	\$105.00	\$420.00
Rebar Tensile and Bend Testing (#11 Bar and Smaller)		Each	3	\$90.00	\$270.00
		Sub-Total			\$1,980.00
S/A: Structural Steel Testing and Inspection					
Structural Steel, Cold-Formed Steel Aluminum Used for Structural Purposes		Per Hour	8	\$105.00	\$420.00
Field Welding (CWI)		Per Hour	0	\$105.00	\$0.00
Shop Welding (CWI)		Per Hour	16	\$105.00	\$1,680.00
Specimen Recovery (Anchor Bolts/Anchor Rods)		Per Hour	4	\$105.00	\$420.00
Anchor Bolt/Rod Testing - 6 different types assumed (if needed)		Each	1	\$650.00	\$650.00
		Sub-Total			\$3,170.00
Engineering & Technical Services					
Geotechnical Engineer		Per Hour	0	\$190.00	\$0.00
Engineer Review		Per Hour	8	\$140.00	\$1,120.00
Project Administrator (Compliance)		Per Hour	4	\$70.00	\$280.00
		Sub-Total			\$1,400.00
Construction Materials Testing and Inspection Estimated Total					\$9,250.00

Estimate Development: This estimate has been developed with a historical review of projects of similar scope and size. Best estimating practices have been followed, and reasonable judgements have been made to estimate the construction schedule. UES is more than happy to revise this proposal once a construction schedule can be provided.

Assumptions

- Plans and Specifications were on hand for this estimate.
- A construction schedule was not available for this estimate.
- No overtime is scheduled.
- No weekend work is scheduled.
- No night work is scheduled.
- When possible, a multi-certified inspector will be assigned to minimize costs and trips to the jobsite.
- Rebar inspections will be performed by the IOR.

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.

Sincerely,

Universal Engineering Sciences



Victor H. Hernandezgaytan, D.Eng., EIT
Area Manager – Southern California



Jorge Nieto
Branch Manager



Tara Butler
Business Development Manager

Attachments: General Notes
Project Data Sheet
Terms and Conditions

GENERAL NOTES

The project will be invoiced on a time and material basis based on 4 and 8 hour increments using a five-day work week.

All overtime will be billed at 1.5 times regular rate or unless double time rates apply.

Same day or show up time cancellations will be subject to a 2 hour minimum charge.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

This quote is valid for 90 days from date on the proposal.

Project Data Sheet			
Construction Materials Testing and Observation Services			
Project Name:			
Project Physical Address:			
Project Manager:			
Mobile No.:		Fax No.:	
Site Contact:			
Mobile No.:		Fax No.:	
Distribution of Test Reports			
<u>Contact Name</u>		<u>Email Address</u>	

CONSTRUCTION TESTING & ENGINEERING SOUTH, INC., D/B/A "UES" GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 Construction Testing & Engineering South, Inc., (d/b/a "UES") is responsible for providing the services described under the Scope of Services.

1.2 The Client is responsible for providing UES with a clear understanding of the project's nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE

2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made by UES hereunder.

2.2 Execution and delivery of this Agreement by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 UES will retain all pertinent records relating to the services performed for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the scope of services following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner.

5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.

6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material.

6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

6.5 Notwithstanding any other provision of this Agreement to the contrary, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Subject to the balance of this Section 7.1, Client agrees that UES's liabilities, losses, damages, fees, costs, and expenses (including attorneys' fees) (collectively, "Liability") arising from any claim on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater (the "Liability Cap"). If Client prefers to have a higher Liability Cap, UES agrees to increase the Liability Cap to \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$1,000.00, whichever is greater. If Client prefers a \$2,000,000.00 Liability Cap, UES agrees to increase the Liability Cap to \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher Liability Cap is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

7.2 Client shall not be liable to UES, and UES shall not be liable to Client for any punitive, incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action.

7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to Liability.

SECTION 8: INSURANCE

8.1 UES represents that it and its agents, staff and consultants employed or retained by UES, is and are protected by worker's compensation insurance, and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and all Liabilities arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for Liabilities beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless from all Liabilities arising from acts by Client, Client's agents, staff, and others employed by Client.

8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

8.3 To the extent that damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation, before and as a condition precedent to seeking other remedies provided by law.

9.2 If a dispute arises and that dispute is not resolved by mediation, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable out of pocket fees, costs and expenses incurred by such party, including court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by UES in connection with such termination.

10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by UES in completing such analyses, records, and reports.

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11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES’s opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES’s site representative, can be construed as modifying any agreement between Client and others. UES’s performance of construction monitoring or observation is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety.

11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client’s failure to schedule UES’s services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS

12.1 Client acknowledges that an Environmental Site Assessment (“ESA”) is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS

13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and

recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES.

13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or Liability arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES

14.1 Client agrees not to solicit for hire any of UES's employees with which Client had contact during the term of this Agreement for a one-year period following the expiration date or termination date of this Agreement (the "Post-Term Period") except through UES. If Client hires any such UES employee during the Post-Term Period, Client shall within five business days following written demand therefor from UES, pay UES an amount equal to one-half of the employee's then effective annualized salary, as liquidated damages.

SECTION 15: ASSIGNS

15.1 Neither Client nor UES may assign this Agreement or assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL

16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located.

16.2 If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 17: INTEGRATION CLAUSE

17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly set forth herein.

17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL

18.1 To the extent permitted by applicable law, Client and UES hereby waive trial by jury in any action arising out of or related to this Agreement.

CLIENT APPROVAL

UES offers the Client the Proposal as listed above. Client may accept UES’s offer by signing in the space provided below and returning a signed copy to UES. Such notification may be faxed or by emailing the signed general conditions. In the event the Client authorizes work without returning a signed copy, the Client agrees to be bound by the general conditions as stated herein. The proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed proposal is returned to UES.

EXECUTED BY CLIENT’S AUTHORIZED REPRESENTATIVE: _____ (signature)

Printed Name: _____ Title: _____

Date Accepted: _____

Client Business Name: _____

Billing Address: _____

Telephone: _____ E-mail: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____

A/P Contact Telephone: _____ *A/P Contact E-Mail: _____

* A/P Contact E-Mail must be provided before the UES can proceed with its proposed services

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 01, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-293 – Alexander Neville Foundation (Fox/Nocero)

The Alexander Neville Foundation is a Not-for-Profit 501(c)(3) organization geared toward educating young people and communities on the dangers of fentanyl, marijuana, and social media. The Alexander Neville Foundation provides talks and presentations to students and parents on the dangers of marijuana and fentanyl use among teens. The Alexander Neville Foundation will put on Fentanyl and Marijuana Awareness assemblies for all Oxnard School District middle school students and parents.

Term of Agreement: May 13, 2024 through June 30, 2025

FISCAL IMPACT:

Not to Exceed \$15,000.00 – Learning Communities for School Success Program Grant

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-293 with Alexander Neville Foundation.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-293, Alexander Neville Foundation \(4 Pages\)](#)
[Scope of Work \(1 Page\)](#)



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

Alexander Neville Foundation

Scope of Work

The Learning Communities for School Success Program (LCSSP) grant initiative will address the needs of the students targeted to receive services using non-punitive programs and practices, with the goal of improving attendance, reducing chronic absenteeism, reducing the use of exclusionary disciplinary practices, and improving school connectedness and supports for students in danger of alcohol and drug abuse. The dangers of marijuana and fentanyl use and abuse are becoming more and more prevalent among young people. In order to provide education and support to students and families, the Oxnard School District will contract with the Alexander Neville Foundation to provide educational presentations on the dangers of fentanyl and marijuana use.

Total Cost:

- Not to exceed \$15,000

Term:

- May 13, 2024 - June 31, 2025

Services provided:

- Conduct assembly presentations to Middle School students at all UTK-8 and K-8 campuses.
- Assemblies will provide education on the dangers of marijuana and fentanyl use in an engaging and judgment-free environment.
- Provide accurate information, resources, and prevention strategies to combat the spread of this deadly drug.
- Provide Parent Informational Assemblies on the Dangers of Fentanyl and signs of drug use for parents to be on the look-out for.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 01, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-03 - Action Preparedness Training (Fox/Nocero)

Glenda C. Mahon of Action Preparedness Training will provide CPR training and First Aid training to teachers and support staff as needed for the 2024-2025 school year. Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

Term of Agreement: July 1, 2024 through June 30, 2025

FISCAL IMPACT:

Not to exceed \$5,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent of Educational Services, that the Board of Trustees approve Agreement #24-03 with Action Preparedness Training.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-03, Action Preparedness Training 2024-25 \(4 Pages\)](#)
[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

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

Proposal 2024-2025

March 5, 2024

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

- A.) As needed during the 2024-2025 school year,
- B.) Cost (lump sum or hourly not to exceed-) \$62
per OSD staff member
- C.) Not to exceed \$5,000

Glenda Mahon-EMT
Owner

[805] 340-6333

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 01, 2024

Agenda Section: Section C: Facilities Agreement

Ratification of Amendment #2 to Agreement #21-141 with Construction Testing & Engineering, Inc. to provide additional Inspection and Testing Services as Lab of Record Services for the Rose Avenue School Reconstruction Project. (Mitchell/Miller/CFW)

At the October 20, 2021 Board meeting, the Board of Trustees approved Agreement #21-141 for Inspection and Testing Services as Lab of Record services required for construction of the Rose Avenue School Reconstruction Project. Accordingly, a contract was executed between Construction Testing & Engineering, Inc. (a Universal Engineering Services company) and the District.

Subsequent to the approval of Agreement #21-141 additional unforeseen costs were encountered that exhausted the funds approved for Testing & Inspections. The primary unforeseen cost was due to the contaminated soils found on site. This soils condition required extensive testing and reporting that drove the Testing & Inspections cost beyond the cost approved for the project, resulting in Amendment #1. Amendment #2 is required due to the extended length of time the project has been going on and the on-going special testing requirements of DSA.

FISCAL IMPACT:

\$66,742.28 - Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent for Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #2 to Agreement #21-141 for additional Inspection and Testing Services as Lab of Record for the Rose Avenue School Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Amendment #2 \(2 Pages\)](#)

[Proposal \(5 Pages\)](#)

[Agreement #21-141, Construction Testing & Engineering, Inc \(24 Pages\)](#)

**Amendment No. 002 to Inspection and
Testing Services as Lab of Record
Agreement #21-141**

The Inspection and Testing Services as Lab of Record Agreement (“Agreement”) #21-141 entered into on October 20, 2021, by and between the Oxnard School District (“District”) and Construction Testing and Engineering (CTE) (a Universal Engineering Services company) (“Lab of Record”), is hereby amended by the parties as set forth in this Amendment No. 001 to the Agreement for Consultant Services, Inspection and Testing Services as Lab of Record Services Agreement (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, the District retained Lab of Record to provide Inspection and Testing as Lab of Record services for the Rose Avenue Reconstruction Project (“Project”) of the District’s Facilities Implementation Plan.

WHEREAS, the Lab of Record has provided Inspection and Testing Services required by Division of the State Architect (“DSA”) for their records;

WHEREAS, due to the existing conditions regarding additional Inspection and Testing exceeding the agreed amount of Exhibit “A” in the Agreement #21-141;

WHEREAS, the Board of Trustees has taken certain actions to approve the Lab of Record services for the Rose Ave. Reconstruction Project currently under construction;

WHEREAS, additional Lab of Record services are still required to completion of the Project;

WHEREAS, upon consideration of the proposal for additional Inspection and Testing services as Lab of Record including DSA required testing through the completion of the project;

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 5.2.3 to the Agreement as follows:

SECTION 5.1 Additional Compensation for Rose Avenue School Reconstruction Project for additional Work. The Lab of Record agrees to perform the Basic Services as described in the original Agreement, and Exhibit “D” thereto, with respect to the Project. Lab of Record 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, the Lab of Record agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

A. Sixty-Six Thousand Seven Hundred Forty-Two Dollars and Twenty-Eight Cents (\$66,742.28) for Amendment No. 002 and the attached proposal received from Construction, Testing & Engineering, Inc (CTE) (a Universal Engineering Sciences company) dated October 7, 2022, is to adjust the base fee paid to CTE according to the original Service Agreement #21-141 that allows for adjustment of fees with Board of Trustee approval.

The sum for the additional services total:

Sixty-Six Thousand Seven Hundred Forty-Two Dollars and Twenty-Eight Cents (\$66,742.28)

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 Lab of Record Services Agreement entered into and executed by the Parties on **November 24, 2021** remain in full force and effect. The Lab of Record agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz
Director, Purchasing

Date:

**Construction, Testing & Engineering, Inc.
a Universal Engineering Sciences company:**

By:  _____
Victor Hernandezgaytan, Area Manager

4/15/24

Date:

EXHIBIT “F”

PROPOSALS ATTACHED



April 15, 2024

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

**Re: Request for Budget Amendment No. 002
Rose Avenue Reconstruction Project DSA#03-119284**
2200 South Driskill Street
Oxnard, CA 93030

Dear Mr. Schober,

Construction, Testing & Engineering, Inc., dba Universal Engineering Sciences company is providing special testing and inspection services for the above referenced project per agreement #21-141 approved by the board of trustees on October 20, 2021.

As mentioned in our previous proposal, the contract was based on time and material, and a rate sheet was provided. The initial budget was set at **\$375,509.00**. On October 7, 2022, we agreed to a change order for **\$130,037.13** bringing our total to **\$505,546.13**. As of this past month September 30, 2023 billing cycle, we have billed a total of **\$559,230.38**. As of April 15, 2024, we are **\$59,757.25** over the contract budget.

A site walk was conducted with the IOR to identify the remaining scope of work. At this time, we estimate a total of **\$6,985.03** to complete the project. This amount will cover the final concrete placements, base compaction testing, and asphalt pavement compaction testing.

At this time, CTE is asking for a change order in the amount of **\$66,742.28**. This will bring the contract up to date and provide a budget to cover the remaining work.

If you should have any questions, please feel free to contact us via email at JNieto@teamues.com or via phone at (909) 764-9077.

Sincerely,
Universal Engineering Sciences

Victor H. Hernandezgaytan, D.Eng., EIT
Area Manager – Southern California

Jorge Nieto
Branch Manager

Client Approval:

Name: _____

Signature: _____

Date: _____



Project #	5010.2102393.0000	Invoice Summary			
		Invoice #	Date	Amount	Cumulative
Name	Rose Avenue K-5 School (PW7)			\$51,189.13	\$51,189.13
Original Contract Amount	375,509.00	658413	31-Oct-22	\$20,782.75	\$71,971.88
		665564	30-Nov-22	\$16,126.00	\$88,097.88
Amendment No. 001	130,037.13	671666	31-Dec-22	\$7,925.00	\$96,022.88
Total Billed	(\$183,721.38)	682722	31-Jan-23	\$4,100.00	\$100,122.88
Balance after September 2023 Invoice	(53,684.25)	691000	8-Feb-23	\$7,660.00	\$107,782.88
		696598	31-Mar-23	\$4,555.00	\$112,337.88
		709929	30-Apr-23	\$6,239.50	\$118,577.38
		713488	31-May-23	\$18,690.50	\$137,267.88
		723586	30-Jun-23	\$15,533.50	\$152,801.38
		733258	31-Jul-23	\$ 9,219.00	\$162,020.38
		745311	31-Aug-23	\$16,731.00	\$178,751.38
		752583	30-Sep-23	\$ 4,970.00	\$183,721.38
			Total	\$183,721.38	

Figure 1: Rose Avenue K-5 Project Financial Summary

Project #	5010.2102393.0000	
Name	Rose Avenue K-5 School (PW7)	
Original Contract Amount	\$	375,509.00
Amendment No.001 Contract Amount	\$	130,037.13
Amendment No.002	\$	66,742.28

Figure 2: Rose Avenue K-5 Amendment No.002 Amount

Table 1: Material Testing and Inspection – Remaining Work				
Material Testing and Inspection				
Service	Qty	Unit	Rate	Total
ACI Concrete Technician	24	Per Hour	\$99.00	\$2,376.00
Concrete Batch Plant Inspection	12	Per Hour	\$99.00	\$1,188.00
Flor Flatness/Levelness Test	0	Per Hour	\$110.00	\$0.00
Reinforced Masonry Inspection	0	Per Hour	\$105.00	\$0.00
Post-Installed Drilled Anchor Inspection	0	Per Hour	\$105.00	\$0.00
Post-Installed Drilled Anchor Testing	0	Per Hour	\$105.00	\$0.00
AWS/CWI - Field Welding & High Strength Bolting	0	Per Hour	\$105.00	\$0.00
AWS/CWI - Shop Welding & High Strength Bolting	0	Per Hour	\$105.00	\$0.00
Non-Destructive Testing Inspector - Field	0	Per Hour	\$110.00	\$0.00
Non-Destructive Testing Inspector - Shop	0	Per Hour	\$110.00	\$0.00
Concrete Mix Design Review	0	Each	\$200.00	\$0.00
Base-Plate Grout Compression Testing	0	Each	\$22.00	\$0.00
Base-Plate Grout Inspection	0	Per Hour	\$105.00	\$0.00
Concrete Compression Tests	0	Each	\$22.00	\$0.00
Masonry Unit Compression Tests	0	Each	\$50.00	\$0.00
Masonry Unit Absorption Tests	0	Each	\$60.00	\$0.00
Masonry Composite Prism Tests *"x8"x16"	0	Each	\$95.00	\$0.00
Masonry Coring (2-Man crew)	0	Per Hour	\$240.00	\$0.00
Masonry Shear Tests	0	Each	\$60.00	\$0.00
Mortar Compression Tests	0	Each	\$22.00	\$0.00
Grout Compression Tests	0	Each	\$22.00	\$0.00
Sample & Tag Rebar	0	Per Hour	\$105.00	\$0.00
Rebar Bend Test - #11 Bar and Under	0	Each	\$35.00	\$0.00
Rebar Tensile Test - #11 Bar and Under	0	Each	\$30.00	\$0.00
High-Strength Bolt (A325/A490) Tensile Testing	0	Each	\$80.00	\$0.00
High-Strength Bolt (A325/A490) Hardness Testing	0	Each	\$50.00	\$0.00
Sample Pickup	3	Each	\$50.00	\$150.00
Senior Engineering Services	10	Per Hour	\$130.00	\$1,300.00
			Total	\$5,014.00



Table 2: Geotechnical Testing Services – Remaining Work

Geotechnical Testing Services				
Service	Qty	Unit	Rate	Total
Soils Technician (Compaction Test- Fine Grading, Over-Ex)	0	Per Hour	\$99.00	\$0.00
Soils Technician (Compaction Test- Trench Backfill)	0	Per Hour	\$99.00	\$0.00
Soils Technician (Compaction Test - Pavement SG/Base)	40	Per Hour	\$99.00	\$3960.00
Asphaltic Paving Inspection	16	Per Hour	\$99.00	\$1584.00
Footing Inspection - Engineer/Geologist	0	Per Hour	\$110.00	\$0.00
Lab Maximum Density Test	1	Each	\$200.00	\$200.00
Expansion Index	0	Each	\$140.00	\$0.00
Soil Classification with Gradation and Atterberg	1	Each	\$245.00	\$245.00
Aggregate Conformance Testing (SA, SG, No. 200, Organic Impurities, Unit Weight)	1	Each	\$220.00	\$220.00
"R" Value Testing	1	Each	\$220.00	\$220.00
Asphalt Hveem Test	1	Each	\$165.00	\$165.00
Maximum Theoretical Density	1	Each	\$150.00	\$150.00
% Asphalt, Extraction	0	Each	\$150.00	\$0.00
Staff Engineer	0	Per Hour	\$110.00	\$0.00
Senior Engineer/Geologist Services	10	Per Hour	\$130.00	\$1300.00
Cost Incurred	0	LS	\$1,045.00	\$0.00
			Total	\$8,044.00

**Oxnard School District
Agreement for Consultant Services
Inspection and Testing Services as Lab of Record to be provided for
Rose Avenue Elementary School Reconstruction
Facility Construction Project**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of **October 2021**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Construction Testing & Engineering, Inc.** (“Consultant”), with a business address located at 1645 Pacific Ave., Suite 107, Oxnard, California 93033. 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 October 21, 2021 through September 20, 2023 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Rose Avenue Elementary School Reconstruction Project, 220 S. Driskill St., Oxnard, CA 93033** (“Project”), as described in **Construction Testing & Engineering, Inc.** proposal dated August 24, 2021.

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 September 20, 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: Rose Ave Reconstruction Project

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Sr. Program Manager
815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041
Attention: Rick Ostrander
Telephone: (323) 202-2550
Email: rostrander@cfwinc.com

To Consultant: Construction Testing & Engineering, Inc.
2400 Celsius Avenue, Suite J
Oxnard, CA 93030
Attention: Tiffany Spain
Business Development
Telephone(805) 486-6475
Email: tiffany@cte-inc.net

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

CONSTRUCTION TESTING & ENGINEERING, INC.

Lisa A. Franz
Signature

[Signature]
Signature

LISA A. FRANZ
Typed Name/Title

DAN MATH / PRESIDENT
Typed Name/Title

1-14-2022
Date

11-24-28
Date

Tax Identification Number: 93-0997190

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 = \$375,509.00

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 Needles Unified 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: Dharmesh Amin

Title: Principal Engineer / Branch Mgr.

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: 11-24-21

Proper Name of Consultant: Construction Testing + Engineering

Signature: 

By: Lisa Garcia

Its: Office Manager

EXHIBIT "D"

SCOPE OF SERVICES

Outlined in Construction Testing & Engineering, Inc.'s Attached Proposal, dated August 24, 2021

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES # _____

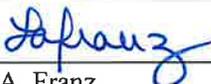
CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, Construction Testing & Engineering Inc. [] is [X] is not subject to disclosure obligations.

Date: 1-14-2022

By: 
Lisa A. Franz
Director, Purchasing



A Universal
Engineering
Sciences
Company

Construction Testing & Engineering, Inc.

Inspection | Testing | Geotechnical | Environmental & Construction Engineering | Civil Engineering | Surveying

August 24, 2021

PR R21090

Attn: Rick Ostrander
Caldwell Flores Winters, Inc.
815 Colorado Blvd., Suite 201
Los Angeles, CA 90042
(323) 202-2545
rostrander@cfwinc.com

SUBJECT: NOT TO EXCEED PROPOSAL TO PROVIDE GEOTECHNICAL, MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

PROJECT: DSA #03-119284 ROSE AVENUE K-5 SCHOOL

LOCATION: 220 S. DRISKILL ST, OXNARD, CA 93030

Dear Mr. Ostrander,

Attached is our Not to Exceed proposal to provide geotechnical, materials testing, and special inspection services for the above project. Our estimate is based on review of the project plans and specifications provided. Our rates are based on State of California prevailing wage rates; if this were to change for any reason; CTE will adjust the rates accordingly. We have reviewed Addendum 3A-3B.

We are fully capable of providing all of the proposed services from our accredited facilities in Oxnard, California. While considering our proposal please keep in mind that all of our **rates include distribution of reports. No additional charges for local mileage or equipment will be added.**

Thank you for the opportunity to present this proposal. We look forward to working with you on this project. If you have any questions regarding this proposal or our capabilities, please contact Tiffany at 619-453-1393.

Respectfully,

CONSTRUCTION TESTING & ENGINEERING, INC.

State DIR - SB 845 Registration # 1000006116

Tiffany Spain
Business Development
tiffany@cte-inc.net

Dharmesh Amin, MS, PE, GE
Branch Manager

**Rose Avenue K-5 School (Oxnard, CA)
Proposed Materials Testing and Inspection Services:**

Service	Qty	Unit	Rate	Total
ACI Concrete Technician	160	hrs @	\$99	\$ 15,840
Concrete Batch Plant Inspection	160	hrs @	\$99	\$ 15,840
Floor Flatness/Levelness Test	14	hrs @	\$110	\$ 1,540
Reinforced Masonry Inspection	40	hrs @	\$105	\$ 4,200
Post-Installed Drilled Anchor Inspection	96	hrs @	\$105	\$ 10,080
Post-Installed Drilled Anchor Testing	96	hrs @	\$105	\$ 10,080
AWS/CWI - Field Welding & High-Strength Bolting	920	hrs @	\$105	\$ 96,600
AWS/CWI - Shop Welding & High-Strength Bolting	920	hrs @	\$105	\$ 96,600
Non-Destructive Testing Inspector - Field	96	hrs @	\$110	\$ 10,560
Non-Destructive Testing Inspector - Shop	96	hrs @	\$110	\$ 10,560
Concrete Mix Design Review	3	each @	\$200	\$ 600
Base Plate Grout Compression Testing	48	each @	\$22	\$ 1,056
Base Plate Grout Inspection	48	hrs @	\$105	\$ 5,040
Concrete Compression Tests	520	each @	\$22	\$ 11,440
Masonry Unit Compression Tests	12	each @	\$50	\$ 600
Masonry Unit Absorption Tests	12	each @	\$60	\$ 720
Masonry Composite Prism Tests - 8"x 8"x 16"	16	each @	\$95	\$ 1,520
Masonry Coring - 2 Man Crew	6	hrs @	\$240	\$ 1,440
Masonry Shear Tests	4	each @	\$60	\$ 240
Mortar Compression Tests	9	each @	\$22	\$ 198
Grout Compression Tests	16	each @	\$22	\$ 352
Sample & Tag Rebar	8	hrs @	\$105	\$ 840
Rebar Bend Test - # 11 Bar and Under	15	each @	\$35	\$ 525
Rebar Tensile Test - # 11 Bar and Under	15	each @	\$30	\$ 450
High-Strength Bolt (A325/A490) Tensile Testing	12	each @	\$80	\$ 960
High-Strength Bolt (A325/A490) Hardness Testing	12	each @	\$50	\$ 600
Sample Pickup	30	each @	\$50	\$ 1,500
Field Test Equipment (i.e., Skidmore, Torque Wrench, Air Meter, NDE Scope)	1200	hrs @	\$0	\$ -
Administrative Assistant	32	hrs @	\$0	\$ -
Project Management	32	hrs @	\$0	\$ -
Sr. Engineer Services	32	hrs @	\$130	\$ 4,160
Estimated Sub-Total Materials Testing and Inspection:				\$ 304,141

Proposed Geotechnical Testing Services:

Service	Qty	Unit	Rate	Total
Soils Technician (Compaction Test - Fine Grading, Over-Ex)	160	hrs @	\$99	\$ 15,840
Soils Technician (Compaction Test - Trench Backfill)	200	hrs @	\$99	\$ 19,800
Soils Technician (Compaction Test - Pavement SG / Base)	160	hrs @	\$99	\$ 15,840
Asphaltic Paving Inspection	32	hrs @	\$99	\$ 3,168
Footing Inspection - Engineer / Geologist	48	hrs @	\$110	\$ 5,280
Lab Maximum Density Test	6	each @	\$200	\$ 1,200
Expansion Index	3	each @	\$140	\$ 420
Soil Classification with Gradation and Atterburg	3	each @	\$245	\$ 735
Aggregate Conformance Testing (SA, SG, No. 200, Organic Impurities, Unit Weight)	3	each @	\$220	\$ 660
"R" Value Testing	2	each @	\$220	\$ 440
Asphalt Hveem Test	4	each @	\$165	\$ 660
Maximum Theoretical Density	4	each @	\$150	\$ 600
% Asphalt, Extraction	4	each @	\$150	\$ 600
Field Test Equipment (i.e., Nuclear Gauge)	552	hrs @	\$0	\$ -
Administrative Assistant	7	hrs @	\$0	\$ -
Project Management	7	hrs @	\$0	\$ -
Misc. Engineering Services	32	hrs @	\$110	\$ 3,520
Sr. Engineer/Geologist Services	12	hrs @	\$130	\$ 1,560
Cost Incured				\$ 1,045
Estimated Sub-Total Geotechnical Services:				\$ 71,368

Estimated Total Proposed Services Not to Exceed:	\$ 375,509
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NTE does not include OT or re-inspection.

Optional Services:

Service	Unit	Rate
Reinforced Concrete Inspection	hrs @	\$105
Rebar Inspection	hrs @	\$105

ASSUMPTIONS

- A construction schedule was not available for this estimate.
- Plans and specifications were on hand for this estimate.
- DSA form 103 was not available for this estimate.
- Assumes concrete and rebar inspections will be performed by IOR.
- No overtime is scheduled.
- No weekend work is scheduled.
- This budget estimate reflects realistic amounts of inspection and testing at a **Prevailing** wage inspection rate.
- The hourly rate reflects an anticipated start date of 2021.
- All work performed outside our scope of service will be invoiced per CTE 2021 Schedule of Fees.
- 8 (4 field-cured and 4 lab-cured) Concrete cylinders taken for each 50 Cubic Yards per specs.
- Costs of Final and As-Graded Reports, and Pad Certifications are covered under Engineer Services.
- **Patching of core is assumed to be performed by the contractor/client. Patching may be provided as an extra cost.

AUTHORIZATION FOR WORK TO BE PERFORMED

Should this scope of work, as described, meet with your approval, you may authorize the work to proceed by signing a copy of this proposal and returning it to our office. Should you believe that a modified scope of work may better meet your current needs, please contact our office. The attached CTE Standard Terms and Conditions shall govern this agreement.

GENERAL CONDITIONS

This will be a T&M based contract.

Client will be invoiced in accordance with CTE and State of California prevailing wage requirements, using a five day work week; all overtime will be billed at 1.5 times regular rate, until or unless double time rates apply. Additional services would be provided in accordance with our standard schedule of fees.

Please note that all inspector and technician rates may increase every July 1, commensurate with the State of California annual increase.

Late, same day, or show up time cancellations will be subject to a two-hour minimum charge, or actual time expended.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

This quote is valid for at least 90 days from date on letter.

Printed Name
(Client, responsible for all payments, if not owner)

Authorized Signature

Title/Email Address

Phone Number/Date

Printed Name
(Owner, if different than client)

Authorized Signature

Title/Email Address

Phone Number/Date

CONSTRUCTION TESTING & ENGINEERING, INC.
STANDARD TERMS & CONDITIONS

1. **SCOPE OF AGREEMENT:** CTE's written proposal along with these Terms and Conditions contain the entire agreement ("Agreement") between CTE and its client ("Client") relating to the project and the services provided by CTE for the project. Client may negotiate the modification or elimination of any of these Terms and Conditions with CTE prior to signing the Agreement. By signing the Agreement and/or agreeing to receive CTE's services as described in the proposal, Client agrees to be bound by these Standard Terms and Conditions. Client agrees that it has been provided a copy of, read, and agrees to these Standard Terms and Conditions. Any prior discussions, negotiations, or representations not expressly set forth in the written proposal and these Terms and Conditions are not part of the agreement. CTE requires that all modifications to the scope of the proposal and these Standard Terms and Conditions be in writing and signed by both CTE and Client. CTE's lack of enforcement of any term, condition, or covenant shall not constitute a waiver of any such unenforced term, condition, or covenant, or CTE's right to insist upon future strict compliance with these Standard Terms and Conditions. If any term, condition, or covenant of these Standard Terms and Conditions is held to be invalid, void, or unenforceable, the remaining provisions of these Standard Terms and Conditions shall remain valid and binding on all parties.
2. **PAYMENT TERMS:** CTE shall submit monthly invoices for the work performed on the project to Client, and said invoices shall be due and payable upon receipt. No retention shall be held by Client. Client agrees that failure to timely pay these invoices is a material breach of the agreement. Client agrees that upon its failure to timely pay CTE invoices, CTE may suspend its work pending payment, and may elect to terminate without penalty the contract under which Client did not timely tender payment for services rendered. Client agrees that the periodic invoices are presumed to be correct, conclusive, and binding on Client unless Client notifies CTE in writing of alleged inaccuracies, discrepancies, or errors in the billing within ten (10) days after receipt of such invoices. Client agrees to pay a late charge of 1-1/2% per month on the unpaid balance commencing thirty (30) days after receipt of an invoice. In the event of any increase in the hourly rates charged for its testing, inspection, or engineering services specified by this agreement, CTE shall provide 30 days advance notice to Client of any such increase. Client shall have two (2) weeks in which to object to the increase, and any failure to timely object shall constitute an acceptance of the increase.
3. **CHANGES IN SCOPE OF WORK:** Client agrees that if it requests incidental or additional services not specified by the written proposal, it will pay CTE for such services based upon CTE's customary hourly or unit price rates for said testing, inspection, and engineering. In the event that changes are made to the plans and specifications for the project or Client modifies or alters the scope of its work, CTE shall be entitled to additional compensation to the extent that the change increases CTE's testing, inspection, or engineering services, or the duration of CTE's performance.
4. **TIME:** Client agrees that time is of the essence in connection with CTE's services, and that an extension or delay to CTE's performance duration shall result in increased costs to CTE. Client further agrees that any CTE extended performance duration or delay beyond that specified by the written proposal, and if none is specified by the proposal, by the initial approved construction schedule, shall justify additional compensation to CTE. Said additional compensation shall be based upon CTE's customary hourly, daily, or monthly rates or unit prices for its testing, inspection, and/or engineering services.
5. **PROJECT DELAY:** CTE is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CTE's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CTE's work. CTE shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CTE shall only act as an advisor to its Client on any governmental relations or approvals.
6. **OWNERSHIP OF WORK-PRODUCT:** All documents, papers, drawings, testing data, or other work-product prepared by CTE ("CTE Work Product"), and copies thereof, shall remain the property of CTE and may not be used by or relied upon by other third parties without CTE's express written consent. Provided that Client pays for all services rendered in full, Client may rely upon the CTE Work Product for its intended purpose. In the event that Client fails to pay CTE for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CTE and not to use, lend, or otherwise authorize the use of said documents without CTE's written consent.
7. **MUTUAL COOPERATION:** CTE and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CTE all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.
8. **TERMINATION:** CTE and Client each have the right to terminate, with or without cause, the Agreement upon ten (10) days written notice to the other party. If Client terminates the Agreement, CTE shall cease performance of all nonscheduled services. Notwithstanding the foregoing, CTE shall have no obligation to perform any services within five (5) days of the noticed termination date of the Agreement. Client shall be responsible for the payment of all services performed prior to the noticed termination date of the Agreement. If CTE terminates the Agreement, Client assumes all responsibility for substitute performance of all obligations memorialized in the Agreement. Under no circumstance shall CTE be responsible for consequential damages arising from the termination of the Agreement or any other cause. CTE and Client agree to a mutual waiver of any consequential damages.
9. **WARRANTY:** CTE warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CTE does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans, or building codes. CTE makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CTE makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.
10. **EXCLUSION OF IMPLIED WARRANTIES:** There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CTE. CTE expressly disclaims all IMPLIED WARRANTIES OF MERCHANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
11. **USE OF FINALIZED/APPROVED DOCUMENTS:** Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CTE which are not signed by CTE or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CTE, and waives all rights and claims against CTE for their unauthorized use.
12. **NO FIELD DIRECTION:** Client understands that CTE's field personnel provide technical assistance to Client at the project site, and that CTE will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CTE is providing technical assistance and is not directing the work.
13. **CONSTRUCTION STAKING:** In the event that any construction staking provided by CTE is destroyed, damaged, or disturbed by Client, the contractor, its subcontractors, an act of God or any other party other than CTE, the cost of re-staking shall be paid for by Client as extra work.
14. **SAFETY:** Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CTE harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CTE.
15. **PROFESSIONAL LIABILITY:** CTE agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CTE performs testing and inspection services upon request by Client, and that unless Client specifically notifies CTE that particular testing and inspection is required, CTE assumes no responsibility to insure that any particular testing or inspection services are needed or performed. Client agrees to limit CTE's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CTE's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars (\$10,000) or CTE's total invoiced and paid fee on the project, whichever is greater.
16. **CHOICE OF LAW/VENUE/DISPUTES:** The Agreement between CTE and its Client shall be governed by and construed in accordance with the laws of the State of California. CTE and Client agree that any such action arising out of the services provided by CTE shall be brought in the Superior Court of the State of California, County of San Diego.

November 2020

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 01, 2024

Agenda Section: Section C: Facilities Agreement

Ratification of Amendment #1 to Agreement #23-152 with SVA Architects to Provide Architectural Engineering Services for 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.

At its regularly scheduled meeting on October 04, 2023, SVA Architects was awarded Agreement #23-152 to provide Architectural Engineering Services for the Fremont Middle School Reconstruction Project. During design, it was determined that a Phase II Environmental Site Assessment was required to determine if the site use will be impacted from former agricultural use. The purpose of this amendment is to provide those services.

FISCAL IMPACT:

\$30,923.00 - Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in consultation with CFW, that the Board of Trustees ratify Amendment #1 to Agreement #23-152 in the amount of \$30,923.00 for the Fremont Middle School Reconstruction Project for additional services related to soil testing.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(2 Page\)](#)

[Proposal \(5 Pages\)](#)

[Agreement #23-152, SVA Architects \(57 Pages\)](#)

Amendment No. 001 to Architect Services Agreement No. 23-152

The Architect Services Agreement No. 23-152 (“Agreement”) entered into on October 04, 2023, by and between the Oxnard School District (“District”) and SVA Architects, Inc. (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 001 to the Architectural Services Agreement No. 23-152 (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for Fremont Middle School Reconstruction Project (“Project”);

WHEREAS, the Architect in the process of completing the design work for the Project and will submit the construction documents to the Division of the State Architect (“DSA”) for their review;

WHEREAS, the Board of Trustees has taken certain actions to approve the design of the Fremont Middle campus Reconstruction;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA and additional testing of soils will be required;

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

AMENDMENT

The Parties agree to add the following language to SECTION 3 of the Agreement:

The definition of the Project is expanded to include additional Phase II Environmental Site Assessment testing.

The Parties agree to add the following language to SECTION 4.1 of the Agreement:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Exhibit F hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit F shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.2.3 Additional Compensation for Fremont Middle 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: **Thirty Thousand Nine Hundred Twenty-Three Dollars and No Cents (\$30,923.00)**. **This fee shall include all the work necessary to complete the Phase II Environmental Testing including the costs of any sub-consultants or any specialty consultants.**

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 No. 23-152 entered into and executed by the Parties on October 04, 2023 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit “F” hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date:

SVA ARCHITECTS, INC.:

By: _____
Robert Simons, Principal

Date:

REVISED AMENDMENT NO. 1

Architect:	SVA Architects, Inc. ("Architect") 6 Hutton Centre Drive, Suite 1150 Santa Ana, CA 92707	Client:	Oxnard School District ("District" or "Client") 1051 South A Street Oxnard, CA 93030
Architect Contact:	Melvyn Tan	Client Contact:	Gerald Schober (gschober@cfwinc.com)
Agreement Date:	September 20, 2023 ("Master Agreement") October 4, 2023	Amendment Date:	March 26, 2024
Project Name:	Fremont Middle School Reconstruction ("Project")	Description:	Additional Service: Limited Phase II Environmental Site Assessment (ESA)
SVA Project No:	2023-40187.801	Client Ref:	Agreement #23-152, PO #P24-02231

A. Scope of Services

SVA and its Consultant/s shall provide the following services in accordance with the terms and conditions of the Agreement:

- District is concerned that the site may potentially be impacted from former agricultural use and has requested that the site be assessed for potential impact from former agricultural use prior to development into classroom and other buildings as part of the redevelopment of Fremont Middle School. See Attachment 1 for complete details of Scope of Services.

B. Compensation

Architect will be compensated for the additional services delineated herein in accordance with the terms and conditions of the Agreement on a fixed fee basis in the amount of **Thirty Thousand Nine Hundred Twenty-Three Dollars (\$30,923.00)** as summarized below:

Environmental Site Assessment	\$29,524.00 (see Attachment 2 for fee breakdown)
Architectural Coordinator	<u>\$ 1,399.00</u>
Total	\$30,923.00

Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement and are not included in the above-stated compensation.

It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Amendment. In the event that contract negotiations are pending at the time this Amendment is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Amendment will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Amendment, it is understood that this Amendment amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. **The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Amendment.**

Approved and Accepted:

Architect: **SVA Architects, Inc.**

Signature: 

Printed Name: Robert M. Simons, AIA
License No. C18301

Title: Partner and President

Date: March 26, 2024

Approved and Accepted:

Client: **Oxnard School District**

Signature:

Printed Name:

Title:

Date:



March 7, 2024
Proposal No. 05-01990

Mr. Mel Tan
Senior Associated Partner | Lead Project Designer
SVA Architects, Inc.
6 Hutton Center Drive, Suite 1150
Santa Ana, California 92707

Subject: Proposal for Limited Phase II Environmental Site Assessment
Oxnard School District
Proposed Fremont Middle School
1130 North M Street
Oxnard, California 93030

Dear Mr. Tan:

In accordance with your request, Ninyo & Moore has prepared this proposal for a Limited Phase II Environmental Site Assessment (ESA) for the subject property (site). We understand the site is approximately 7 acres of potentially former agricultural land currently in use as natural grass athletic fields by Fremont Middle School at 1130 North M Street in Oxnard, California. Oxnard School District (District) is concerned that the site may potentially be impacted from former agricultural use, and has requested that the site be assessed for potential impact from former agricultural use prior to development into classroom and other buildings as part of the redevelopment of Fremont Middle School.

SCOPE OF SERVICES

The purpose of the Limited Phase II ESA activities in this proposal is to address whether former agricultural use may have impacted the site by evaluating the current subsurface conditions in soil at the site.

- Ninyo & Moore will perform project management activities including planning, scheduling, and coordinating with the client, District, and subcontractors.
- Ninyo & Moore will prepare a site-specific health and safety plan (HASP), which will address worker safety as well as the safety of the general public. The HASP will address field activities to be conducted by Ninyo & Moore and its subcontractors, and will be prepared in accordance with California Code of Regulations, Title 8, Section 5192 and 29 Code of Federal Regulations 1910.120.

- Underground Service Alert (USA) will be contacted to mark the locations of underground utilities a minimum of three working days prior to the start of subsurface activities.
- In accordance with the Department of Toxic Substance Control (DTSC) Interim Guidance for Sampling Agricultural Properties (Third Revision) (dated August 7, 2008), Ninyo & Moore will advance approximately two borings per acre (for a total of 14 soil borings) to approximately 2.5 feet below ground surface (bgs) at the site. Soil samples from the borings will be collected at the target depths using a hand auger.
 - Soil samples from the borings will be collected at target depths of approximately 0-0.5 and 2-2.5 feet bgs. The soil samples will also be logged and field screened for indications of contamination. Field screening will be conducted by visual observation and by evidence of odors.
 - The 0-0.5 and 2-2.5 feet bgs soil samples from each boring will be analyzed for arsenic in accordance with United States Environmental Protection Agency (EPA) Method 6010B. In addition, the 0-0.5 and 2-2.5 feet bgs soil samples will be divided into groups of 4, composited by the analytical laboratory, and analyzed for organochlorine pesticides (OCPs) in accordance with EPA Method 8081A. The remaining soil samples from each boring will be placed on hold at the analytical laboratory.
- Following the soil sampling, the soil borings will be backfilled with soil cuttings, attempting to match existing surface conditions.
- Ninyo & Moore will prepare a summary report following receipt of laboratory analytical data. The report will include a discussion of the site background, site characteristics, results of Limited Phase II ESA field activities and sampling, limitations, references, tables, figures, conclusions and recommendations, soil boring logs, and analytical results. The report will present a comparison of the analytical results to the appropriate regulatory screening levels.

ASSUMPTIONS

The following assumptions have been made in the preparation of our scope of services:

- Ninyo & Moore will be provided with plans showing the locations of existing utilities. Ninyo & Moore will not be responsible for damage to utilities not shown on the plans or marked out by USA.
- Pre-field activities to prepare the HASP, perform the boring mark-out for USA and notify USA, and allow the required 48-hour time period for USA to mark subsurface utility lines, can be conducted within three consecutive business days.
- The drilling field activities will be conducted within one weekend day.
- Proposed sampling locations are subject to change based on unforeseen field conditions (utilities, drilling refusal, etc.).
- Soil samples will be analyzed using an off-site laboratory. Laboratory testing will be performed using standard (7 to 10-day) turn-around times.
- Duplicate and equipment blank samples are included.

SCHEDULE

Upon receipt of the signed Agreement, Ninyo & Moore will begin preparing for fieldwork. The boring mark-out, USA notification, and fieldwork activities should be conducted within two weeks, and scheduling is dependent upon drilling subcontractor availability. Analytical testing will take approximately one to two weeks from submission of samples to the laboratory. Ninyo & Moore will provide a report within 10 working days of receipt of laboratory results, for an overall project schedule of approximately four to five weeks.

Table 1 - Breakdown of Estimated Fee

Project Coordination

Principal Engineer/Geologist/Environmental Scientist	4 hours @ \$ 210.00 /hour	\$ 840.00
Project Engineer/Geologist/Environmental Scientist	8 hours @ \$ 185.00 /hour	\$ 1,480.00
Senior Staff Engineer/Geologist/Environmental Scientist	4 hours @ \$ 170.00 /hour	\$ 680.00
Subtotal		\$ 3,000.00

Pre-Field Activities

Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 210.00 /hour	\$ 420.00
Project Engineer/Geologist/Environmental Scientist	4 hours @ \$ 185.00 /hour	\$ 740.00
Senior Staff Engineer/Geologist/Environmental Scientist	24 hours @ \$ 170.00 /hour	\$ 4,080.00
Field Vehicle and Equipment Usage	24 hours @ \$ 15.00 /hour	\$ 360.00
Per Diem for Ventura County	Lump Sump	\$ 587.60
Subtotal		\$ 6,187.60

Subsurface Evaluation

Field Work

Project Engineer/Geologist/Environmental Scientist	2 hours @ \$ 185.00 /hour	\$ 370.00
Senior Staff Engineer/Geologist/Environmental Scientist	16 hours @ \$ 170.00 /hour	\$ 2,720.00
Staff Engineer/Geologist/Environmental Scientist	10 hours @ \$ 155.00 /hour	\$ 1,550.00
Drilling Subcontractor	Lump Sum	\$ 3,500.00
Waste Disposal Fee	Lump Sum	\$ 850.00
Field Vehicle and Equipment Usage	16 hours @ \$ 15.00 /hour	\$ 240.00
Level D PPE	2 days @ \$ 30.00 /hour	\$ 60.00
Field Supplies	2 days @ \$ 50.00 /day	\$ 100.00
Task Subtotal		\$ 9,390.00

Laboratory Analyses

Soil Matrix (normal turn-around time)

Arsenic by EPA Method 6010B	35 tests @ \$ 25.30 /test	\$ 885.50
OCPs by EPA Method 8081A	13 tests @ \$ 92.00 /test	\$ 1,196.00
Composite Fee	13 tests @ \$ 10.00 /test	\$ 130.00
Task Subtotal		\$ 2,211.50

Subtotal \$ 11,601.50

Report Preparation

Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 210.00 /hour	\$ 420.00
Project Engineer/Geologist/Environmental Scientist	4 hours @ \$ 185.00 /hour	\$ 740.00
Senior Staff Engineer/Geologist/Environmental Scientist	32 hours @ \$ 170.00 /hour	\$ 5,440.00
Staff Engineer/Geologist/Environmental Scientist	9 hours @ \$ 155.00 /hour	\$ 1,395.00
Technical Illustrator/CAD Operator	4 hours @ \$ 110.00 /hour	\$ 440.00
Data Processor	4 hours @ \$ 75.00 /hour	\$ 300.00
Subtotal		\$ 8,735.00

TOTAL ESTIMATED FEE \$ 29,524.10

AGREEMENT #23-152

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

SVA ARCHITECTS

AND

OXNARD SCHOOL DISTRICT

October 4, 2023

FOR

Fremont Middle School Reconstruction

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **20th day of September, 2023** by and between **SVA Architects**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **6 Hutton Center Drive Suite 1150, Santa Ana, CA 92707** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **September 20th, 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:

TWO MILLION FIVE HUNDRED NINETY-EIGHT THOUSAND DOLLARS (\$2,598,000)

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 \$20,000.00:

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 FREMONT MIDDLE 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 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:

TO DISTRICT:

Oxnard School District
Att: Dr. Anabolena DeGenna, Interim Superintendent

1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

SVA Architects
Att: Robert M. Simons, President and Partner

6 Hutton Center Drive, Suite 1150
Santa Ana, CA 92707

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, 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

By: Robert M. Simons

Robert M. Simons, AIA
President and Partner

Date: September 7, 2023

District

By: Lisa A. Franz

Lisa A. Franz
Director, Purchasing

Date: 10-5-23

EXHIBIT "A"

PROJECT

The Oxnard School District (District) is issuing this Request for Architectural Services to assign a design team from the District's pool of prequalified firms for architectural services for the Reconstruction of Fremont Middle School. The project consists of a complete reconstruction of the Fremont campus with an entirely new set of facilities, built according to current State code, 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.

To maximize cost efficiency and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. 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.

The District has selected Caldwell Flores Winters, Inc. to act as the District's program manager to direct the selection, design, approval and construction phases for the team of professionals required to implement the Reconstruction of Fremont School project. Selected firms shall work at CFW's direction in the presentation of work product to be approved by the District. The following provides descriptions of the planned scope of work for the Reconstruction of Fremont Middle School and the format by which to receive and review proposals from interested prequalified architectural firms.

PROJECT ORIENTATION

The Fremont Academy of Environment Science & Innovative Design (Fremont) 6-8 school is located at 130 North "M" Street on a 24.3-acre parcel bounded by North "H" and "M" Streets, Devonshire Drive, and residential development to the south. Students participate in an academic curriculum that heavily focuses on the integration of environmental science and design into the core curriculum content and through programs such as science courses designed around environmental science principles.

The school was originally built in 1961 and has a total of 35 permanent classrooms, a computer and a tech lab, and 11 portable classrooms. Approximately 26 of these spaces are used as general-purpose classrooms for core subject areas: Language Arts, Social Studies, and Math. There are four science labs, one Digital Design lab and one band/orchestra room. The Special Day Class (SDC) program is spread across three classrooms, all of which are approximately 910 square feet. Most of the permanent classrooms are in the northwest corner of the campus in various building clusters. The primary support spaces, such as the administration building, library, and gymnasium, are located on the central western portion of the campus with portable classrooms located northwest of the permanent classroom space. The amphitheater and lunch shelter are located northeast of the gymnasium and south of most of the permanent classrooms.

The hard-court area is located south of the gymnasium and stretches to the southwestern end of campus, while the playfields encompass most of the eastern half of the campus. The parent/student drop-off area is in front of the administration building on North "M" Street, while the bus drop-off is located on the western side of campus between the cafeteria building and tennis courts. There are 80 staff and visitor parking spaces located on the far west side of campus, stretching from the permanent classroom area to the tennis courts. The campus fields provide a major student and community youth recreational resource

for after school hour and weekend sport use.

Fremont 6-8 School Existing Conditions

Permanent CRs:	35
Portables:	11
Total:	46
Parking Spaces:	80
Acreage:	24.33

Key	
	Perm. Classroom
	Portables
	Administration
	Parking



PROJECT REQUIREMENTS

The reconstruction strategy would rebuild a new middle school facility on the open space portion of the site along H Street, but away from Glenwood, maintaining the operation of the existing facility during construction of the replacement school and replacing it thereafter with improved open and recreational space for school and community use. The proposed phased build-out of the school is to incorporate the existing and projected enrollment of approximately 750 students at the site and 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. The lay-out of the school facilities would be such that an additional classroom wing and required science labs could be built without major modifications to the site in the future. Other support spaces would be designed to the district's adopted specifications for a 6-8 middle school to accommodate a 1200 student enrollment.

The reconstructed school may include multi-storied classrooms to accommodate up to 750 students. The proposed project would construct 34 classroom facilities. The school would include 24 general purpose classrooms and 3 dedicated special education rooms, all of 960 square feet. There is an academy room with a maker's space of 1,200 square feet. In addition, 4 science labs and an art lab of 1,200 square feet each, and a band/orchestra room of 1,500 square feet would be constructed. Teaching support spaces of 1,980 square feet, administrative space of 3,405 square feet, and library facilities of 2,000 square feet would be provided per the adopted educational specifications for a 6-8 school. Multipurpose facilities of 14,250 square feet, a lunch shelter of 2,800 square feet as well as student and staff restrooms would be provided as required by code. Parking and student pick up/drop off areas would be provided off North

H Street which would become the entrance to the new facility leaving room for school and community use of the reconfigured paly fields. An allowance for offsite improvements is also provided. Upon completion, students from Fremont would be moved into the new school. The District would like the option of retaining the old facility as long as possible to provide “swing space” to be used to house the next proposed projects in the District’s improvement program to be constructed in sequence. Under this option and upon completion in its role as “swing space”, the old Fremont campus will be removed and replaced with appropriate field space in support of the new campus for school and community use. The key is to build the “new facilities” in such a manner that the facilities to be replaced remain in use while the new facilities are built and to use those facilities as additional swing space once the new replacement facilities are completed.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a ‘Re-Use of Plans’ effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least 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 Fremont site. In all cases, design teams should carefully review requests for information (RFI’s), submittals, agency review comments, City of Oxnard requirements, 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 Fremont 6-8 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 CONSTRUCTION DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District’s budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATIONS & PROJECT VISION

The 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 Fremont facility must be designed and built to accommodate this program at the 6-8 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 Fremont 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.



OXNARD SCHOOL DISTRICT

REQUEST FOR ARCHITECTURAL SERVICES FREMONT ACADEMY RECONSTRUCTION PROJECT

Responses Due By: Monday, May 1, 2023, 1:00 pm

SUBMITTED BY:

SVA Architects, Inc.
6 Hutton Centre Drive, Suite 1150
Santa Ana, CA 92707
T: 949.809.3380
www.sva-architects.com



ARCHITECTS

7.

PROPOSED FEES

FEE PROPOSAL

Based on the RFP, the site walk, our project understanding, and our team’s experience with similar projects, our proposed base fee is **Two Million Five Hundred Ninety-Eight Thousand Dollars (\$2,598,000.00)** for our architectural and engineering (A/E) services. Our proposed base fee includes the services of SVA as the Architect and Interior Designer, along with a comprehensive team of engineers and consultants: Civil Engineering, Structural Engineering, MEPT Engineering, Fire Protection, Landscape Design, Cost Estimating, as well as specialty services such as Food Services Design and Acoustical Engineering. Provided below is our proposed fee broken down by key project phases.

Project Phases	Proposed Fees
Conceptual Design	\$77,940
Schematic Design	\$259,800
Design Development	\$649,500
Construction Documents	\$909,300
DSA Review/Approval	\$77,940
Bid Support	\$103,920
Construction Administration	\$467,640
Project Closeout	\$51,960
Total Fees:	\$2,598,000

Assumption: Any reports and surveys such as, but not limited to, topographical survey, utility survey, geotechnical report, environmental reports, etc., will be provided by the District.

As always, the SVA team is open and flexible to discuss our fee structure and approach to ensure that the District is receiving the best value for your investments and make sure that our fee is fair and competitive. We are willing to adjust our fees should the budget or scope changes.

REIMBURSABLE EXPENSES

Reimbursement for any direct expenses will be at 1.10 times the actual expense. Reimbursable expenses will include, but not be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, messenger services, and travel expenses. SVA’s in-house progress sets are excluded from reimbursement.

“ SVA was able to deliver a project that not only met the District’s need for a flexible 21st Century building, but exceeded the District’s already high expectations, bringing the project in on budget and on time. ”

John Chwastyk
Former Director of Facilities
Fremont Unified School District

“ I have found SVA and their staff to be cooperative, responsive, and comprehensive in their work. I appreciate their ability to help guide the project’s programming and construction, providing solutions that have saved the District precious dollars without sacrificing quality. ”

John Addleman
Director of Planning
San Dieguito Union HS District

“ SVA has made their way into the heart of Redondo Beach. They have established a name and reputation for their exceptional work, beyond the South Bay community. SVA has exceeded our learning community’s expectations and have made our schools a destination for education. ”

Dr. Steven E. Keller
Superintendent
Redondo Beach Unified School District



ADDITIONAL REMARKS SCHEDULE

AGENCY Affinity Insurance Services, Inc.		NAMED INSURED SVA Architects, Inc. 6 Hutton Centre Drive, Suite 1150 Santa Ana CA 92707	
POLICY NUMBER 680007T437569		EFFECTIVE DATE: 9/29/2023	
CARRIER Travelers Property Casualty Co of Amer	NAIC CODE 25674		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Oxnard School District

ADDRESS: 1051 South "A" Street Oxnard CA 93030

Oxnard School District, its Board of Trustee and each member thereof, its officers, employees, agents and designated volunteers as respect the General Liability. Waiver of subrogation in favor of the Additional Insureds as respect the General, Auto Liability. Umbrella is a follow form. 30 day notice of cancellation except 10 days for non-payment. General Liability is primary and noncontributory to other insurance available to the certificate holder, but only to the extent required by written contract with the insured. A waiver of subrogation in favor of Additional Insured as respect the General Liability, Auto Liability and Workers Compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Non-Owned Watercraft – 75 Feet Long Or Less
- B. Who Is An Insured – Unnamed Subsidiaries
- C. Who Is An Insured – Retired Partners, Members, Directors And Employees
- D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
- F. Blanket Additional Insured – Controlling Interest
- G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
- H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
- I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments – Increased Limit
- L. Amendment Of Excess Insurance Condition – Professional Liability
- M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
- N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
 - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
 - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Personal injury":
 - (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (3) "Property damage" to property:
 - (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

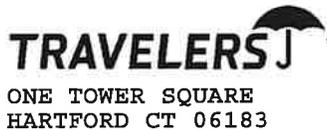
COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB - 007T437766

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Job Description

ARCHITECTS PLAN

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by [Signature: Kathy Casey]

DATE OF ISSUE: 09-29-23 ST ASSIGN:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/21/2023

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (312) 381-1000 FAX (A/C. No.): (312) 381-7007		
	E-MAIL ADDRESS:		
INSURED SVA Architects, Inc. 6 Hutton Centre Drive, Suite 1150 Santa Ana, CA 92707 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Evanston Insurance Company		35378
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570101595485 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N				PER STATUTE	OTH-ER
			N / A				E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Architects & Engineers Professional			MKLV7PL0006083 Architects&Engineers	09/29/2023	09/29/2024	Limit Aggregate deductible	\$5,000,000 \$5,000,000 \$25,000

Certificate No : 570101595485

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

CERTIFICATE HOLDER SVA Architects, Inc. 6 Hutton Central Drive Suite 1150 Santa Ana, CA 92707 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 01, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Amendment #1 to Field Contract Agreement #23-209 – Mark Albrent Painting Inc. (Mitchell/Miller)

Mark Albrent Painting Inc. will need to perform additional interior painting at ELOP Warehouse per attached proposal #4991, dated 4/9/2024.

FISCAL IMPACT:

\$9,627.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #1 to Field Contract Agreement #23-209 with Mark Albrent Painting Inc., in the amount of \$9,627.00.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)

[Proposal \(1 Page\)](#)

[Agreement #23-209, Mark Albrent Painting Inc. \(15 Pages\)](#)

**Amendment #1 to Field Contract Agreement #23-209 with
Mark Albrent Painting Inc.
April 17, 2024**

At the Board Meeting of December 13, 2023, the Board of Trustees approved Field Contract Agreement #23-209 with Mark Albrent Painting Inc. in the amount of \$26,980.00, to Perform Interior Painting work at the ELOP Warehouse Building.

Amendment #1 is needed to increase the total agreement amount by \$9,627.00 due to additional interior painting needed to complete to project.

By: _____
Mark Albrent
President

Date: _____

Oxnard School District

By: _____
Lisa Franz
Director, Purchasing

Date: _____

Mark Albrent Painting,

1239 Owens Avenue
 Ventura, CA 93004-2038
 CSL# 654870

PROJECT BUDGET

Date	Estimate #
4/9/2024	4991

CUSTOMER
Lisa Franz 1051 S. "A" Street Oxnard, Ca. 93030

JOB NAME
ELOP Building 3050 Camino Del Sol Oxnard, Ca. 93033

Description	Total
Interior Warehouse Wall Painting of the south facing wall 20 foot tall x 114 Excludes wall with roll-up doors. Clean mildew and patch holes. Apply 1-coat of Block-it and 2-coats of Suprema Velvet in Swiss Coffee. Materials to be supplied by Oxnard School District. Labor only Man Lift Cost	4,560.00 1,475.00
Painting of lower Warehouse Walls 187 feet of 8 foot tall walls. Excludes walls above 8 feet from the floor. Apply 1-coat of Block-it and 2-coats of Suprema Velvet in Swiss Coffee. All materials to be supplied by the Oxnard School District. Patch missing drywall at old sink and miscellaneous holes. labor only	3,592.00

Phone # 805 218-7580	malbrent@roadrunner.com	Total	\$9,627.00
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SERVICES AGREEMENT

R24-05030
Requisition Number

P24-04638
Purchase Order Number

23-209
Contract Number

This Services Agreement (the "Agreement") is made and entered into this 13th day of December, 2023 by and between Oxnard School District (hereinafter referred to as "District") and Mark Albrent Painting Inc., (hereinafter referred to as "Provider.")

PROVIDER.

Mark Albrent Painting
Provider

805-218-7580
Telephone Number

1239 Owens Avenue
Street Address

Fax Number

Ventura, CA 93004-2038
City, State, Zip code

malbrent@roadrunner.com
E-mail Address

Tax Identification or Social Security Number

#654870
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.

23-209
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 December 15, 2023, and terminate on January 12, 2024. 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:

Oxnard School District

District

Attn: Dana Miller

1051 South A Street

Street

Oxnard, CA 93030

City, State, Zip Code

Mark Albrent Painting Inc.

Provider

Attn: Mark Albrent

1239 Owens Avenue

Street

Ventura, CA 93004-2038

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:

	Each Occurrence	Aggregate
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

- 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

By: *Lisa A. Franz*
Signature 12-14-23

Lisa A. Franz
Name

Director, Purchasing
Title

MARK ALBRENT PAINTING, INC.
Provider

Mark Albrent
Signature

MARK ALBRENT
Name

PRESIDENT
Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

Interior Painting at ELOP Building per attached Proposal #4960

WORK SCHEDULE:

Start: December 15, 2023
End: January 12, 2024

23-209

Contract Number

Page 12 of 15

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>26,980.00</u>
Actual and Necessary Travel Expenses	\$ <u>0.00</u>
Other Expenses	\$ <u>0.00</u>
Total Amount not to Exceed	\$ <u>26,980.00</u>
Deposit	\$ <u>-----</u>
Balance Due after Completion of Services	\$ <u>-----</u>

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Submit invoice upon completion of project to accountspayable@oxnardsd.org and m6lopez@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: December 13, 2023

Provider: Mark Albrent Painting Inc.

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.).

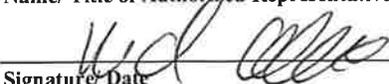
By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during 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.

MARK ALBRENT, PRESIDENT
Name/ Title of Authorized Representative
 11/28/23
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.

MARK ALBRENT, PRESIDENT
Name/ Title of Authorized Representative
 11/28/23
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: M.A.

Mark Albrent Painting,

1239 Owens Avenue
 Ventura, CA 93004-2038
 CSL# 654870

PROPOSAL

Date	Estimate #
11/13/2023	4960

CUSTOMER
Lisa Franz 1051 S. "A" Street Oxnard, Ca. 93030

JOB NAME
ELOP Warehouse 3050 Camino Del Sol Oxnard, Ca. 93030

CSL # 654870

Description	c	Total
Interior Painting Proposal for ELOP Warehouse Offices All painting to be done as per Dunn-Edwards Specifications. Includes 5 man doors and bathrooms accessed from warehouse area. Oxnard School District is to supply all paints, primers and thinners. Labor Only		26,980.00

Phone # 805 218-7580 malbrent@roadrunner.com	Total	\$26,980.00
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Terms	Payment due within 10 days of invoice date. Interest of 1.5% per month 18% annum rate will be charged on unpaid invoices.
--------------	---

Signature _____

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: MARK ALBRENT

Title: PRESIDENT

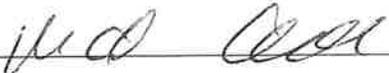
AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in 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: 11/28/23

Proper Name of Contractor: MARK ALBRENT PAINTING, INC.

Signature: 

By: MARK ALBRENT

Its: PRESIDENT

OXNARD SCHOOL DISTRICT

**PREVAILING WAGE AND RELATED LABOR REQUIREMENTS
COMPLIANCE CERTIFICATION**

PROJECT/CONTRACT NO.: 23-209 between
Oxnard School District ("District") and MARK ALBRENT PAINTING ("Contractor").

I hereby certify that I will conform to the State of California Public works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project

Date: 11/28/23

Proper Name of Contractor: MARK ALBRENT PAINTING, INC

Signature: Mark Albrent

By: MARK ALBRENT

Its: PRESIDENT

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, MARK ALBRENT the PRESIDENT
(Name) (Title)
of MARK ALBRENT PAINTING, INC, declare, state and certify that:
(Contractor Name)

1.01 I am aware that California Labor Code §3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- B. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

1.02 I am aware that the provisions of California Labor Code §3700 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 I will comply with such provisions before commencing the performance of this Contract.

By: 
(Signature)
11/28/23
(Date)

LIST OF SUBCONTRACTORS

1. Licensed Name of Subcontractor	2. Address of Office, Mill or Shop	3. Trade or Portion of Work	4. License No.	5. \$\$ Value of Work
N/A			Fill out ONLY if requested by District	Fill out ONLY if requested by District
			Fill out ONLY if requested by District	Fill out ONLY if requested by District
			Fill out ONLY if requested by District	Fill out ONLY if requested by District
			Fill out ONLY if requested by District	Fill out ONLY if requested by District
			Fill out ONLY if requested by District	Fill out ONLY if requested by District
			Fill out ONLY if requested by District	Fill out ONLY if requested by District
			Fill out ONLY if requested by District	Fill out ONLY if requested by District

Name of Bidder: MARK ARBERG
 Authorized Signature: [Signature]
 [Duplicate and attach additional page(s) as required.]

OXNARD SCHOOL DISTRICT
STANDARD SPECIFICATIONS

LIST OF SUBCONTRACTORS
 00215
 (rev. 02-15-07) VERSION 01-07
 PAGE 1 OF 1

SECTION 00220

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF VENTURA

I, MARK ALBRENT being first duly sworn, deposes and says that I
(Typed or Printed Name)
am the PRESIDENT of MARK ALBRENT PAINTING the party
(Title) (Bidder Name)
submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

- 1.01 The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The Bid Proposal is genuine and not collusive or sham.
- 1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the Bid Proposal and related documents are true.
- 1.06 The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 28 day of NOVEMBER 20 23 at VENTURA, VENTURA, CALIFORNIA
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Mark Albrecht
Signature

1239 OWENS AVENUE
(Address)

MARK ALBRECHT
Name Printed or Typed

VENTURA, VENTURA, CALIFORNIA
(City, County and State)

(805) 218-7500
(Area Code and Telephone Number)



PWC- 100 Contractor DIR Registration Verification Data Form

Important Notice: This form is used to verify the contractor's registration information. It must be completed and submitted to the Purchasing Department. The information provided on this form will be used to verify the contractor's registration information. If the information is not correct, the contractor's registration will be suspended. The contractor is responsible for providing accurate information. If the information is not correct, the contractor's registration will be suspended. The contractor is responsible for providing accurate information.

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWVRegistrationForm>

Please type or print legibly

*** All fields must be filled out by Contractors**

* Company Name: MARK ALBRENT PAINTING, INC* Contact Name: MARK ALBRENT

* Address: 1239 OWENS AVENUE * City: VENTURA * State: CA * Zip: 93004

* Phone No. (805) 218-7580 * Fax No. () _____

* Contractor's Lic. No.: 654870 * Class Type: C-33 * DIR Registration No.: 1000055781

* E-mail address: MAILBRENT@GMAIL.COM (Email address must be the same account your company submitted for DIR registration)

* DIR Classification of workers to be utilized: PAINTER

* Will Sub-Contractors be utilized: Yes No (if so, you must provide the work classifications on page 2 and company information on page 3 as needed)

Prevailing wage applies on projects that meet or exceeds \$1,000. Proof of valid Contractor/Specialty license, DIR Registration, workers compensation and insurance are required before work starts.

Please mail original form back to the Oxnard School District Purchasing Department, Attn: Lisa A. Franz at 1051 South A Street, Oxnard, CA 93030 or email to lfranz@oxnardsd.org.



*DIR Classification(s) of workers to be utilized:

Check all that apply:

<input type="checkbox"/>	Asbestos	<input type="checkbox"/>	Bricklayers	<input type="checkbox"/>	Carpenters	<input type="checkbox"/>	Carpet/Linoleum
<input type="checkbox"/>	Cement Masons	<input type="checkbox"/>	Drywall Finisher	<input type="checkbox"/>	Drywall Lather	<input type="checkbox"/>	Electrician
<input type="checkbox"/>	Elevator Mechanic	<input type="checkbox"/>	Glazier	<input type="checkbox"/>	Iron Worker	<input type="checkbox"/>	Laborer
<input type="checkbox"/>	Landscape Maint.	<input type="checkbox"/>	Operating Engineer	<input type="checkbox"/>	Modular Furn. Installer	<input checked="" type="checkbox"/>	Painter
<input type="checkbox"/>	Pipe Trades/Plumber	<input type="checkbox"/>	Plaster	<input type="checkbox"/>	Roofers	<input type="checkbox"/>	Sheetmetal/HVAC
<input type="checkbox"/>	Sound/Communications	<input type="checkbox"/>	Surveyors	<input type="checkbox"/>	Teamster	<input type="checkbox"/>	Telecom Technician
<input type="checkbox"/>	Tile Workers						

Classifications can be found at: <http://www.dir.ca.gov/oprl/PWD/index.htm> DIR Prevailing Wage Hot Line (415) 703-4774

Mark Albert PRESIDENT
 *Signature of Authorized Person: (must be blue ink) *Title

MARK ALBERT 11/28/23
 *Print Name: *Date:

**Completion of this form does not constitute a binding contract to provide work and/or equipment listed above.

Sub-contractors

Please type or print legibly

N/A

Company Name: _____

Company Address: _____

Contractor's Lic. No.: _____ DIR Registration No.: _____ Tax ID: _____

Contact Name: _____ Phone No.: _____ E-mail address: _____

DIR Classification(s) of workers to be utilized:
Check all that apply;

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Carpenters | <input type="checkbox"/> Carpet/Linoleum |
| <input type="checkbox"/> Cement Masons | <input type="checkbox"/> Drywall Finisher | <input type="checkbox"/> Drywall Lather | <input type="checkbox"/> Electrician |
| <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Glazier | <input type="checkbox"/> Iron Worker | <input type="checkbox"/> Laborer |
| <input type="checkbox"/> Landscape Maint. | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter |
| <input type="checkbox"/> Pipe Trades/Plumber | <input type="checkbox"/> Plaster | <input type="checkbox"/> Roofers | <input type="checkbox"/> Sheetmetal/HVAC |
| <input type="checkbox"/> Sound/Communications | <input type="checkbox"/> Surveyors | <input type="checkbox"/> Teamster | <input type="checkbox"/> Telecom Technician |
| <input type="checkbox"/> Tile Workers | | | |

Company Name: _____

Company Address: _____

Contractor's Lic. No.: _____ DIR Registration No.: _____ Tax ID: _____

Contact Name: _____ Phone No.: _____ E-mail address: _____

DIR Classification(s) of workers to be utilized:
Check all that apply;

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Carpenters | <input type="checkbox"/> Carpet/Linoleum |
| <input type="checkbox"/> Cement Masons | <input type="checkbox"/> Drywall Finisher | <input type="checkbox"/> Drywall Lather | <input type="checkbox"/> Electrician |
| <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Glazier | <input type="checkbox"/> Iron Worker | <input type="checkbox"/> Laborer |
| <input type="checkbox"/> Landscape Maint. | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter |
| <input type="checkbox"/> Pipe Trades/Plumber | <input type="checkbox"/> Plaster | <input type="checkbox"/> Roofers | <input type="checkbox"/> Sheetmetal/HVAC |
| <input type="checkbox"/> Sound/Communications | <input type="checkbox"/> Surveyors | <input type="checkbox"/> Teamster | <input type="checkbox"/> Telecom Technician |
| <input type="checkbox"/> Tile Workers | | | |

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract with the Named Insured that is executed by the parties to the contract prior to the commencement of work that is called for in the contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employee – Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense – Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lock Out
- Z. Cancellation Condition

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A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory

with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:
 - c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



I. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

- 1. We will pay up to:
 - a. \$100 for a covered "auto" you own of the private passenger type, or

- b. \$500 for a covered "auto" you own that is not of the private passenger type, for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

- 2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

- 3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

- 1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:

- a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and

- b. Any:

- (1) Overdue lease/loan payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not refunded by a lessor;
- (4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
- (5) Carry-over balances from previous leases.

- 2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

- 3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

- 4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least

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six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

- b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. \$75 for any one day or for a maximum of 30 days.
 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

S. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

- C. Limit Of Insurance
1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or



- b. The cost of repairing or replacing the damaged or stolen property.
- 2. \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. The cost of repairing or replacing may:
 - a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
 - b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
- 5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

- 5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 365 days before the date of the "loss".

U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

- b. Loss of Use Expenses
 - For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
 - (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

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V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

- 1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto" ; or
- 2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result;
- 3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
- 4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.



All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization required to be included as an Additional Insured on this policy pursuant to written contract with the Named Insured, that is fully executed prior to the commencement of the work that is called for in the contract. Where no coverage under this policy shall apply for the Named Insured, no coverage or defense shall be afforded to the Additional Insured.	All locations as required by written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization required to be included as an Additional Insured on this policy pursuant to written contract with the Named Insured, that is fully executed prior to the commencement of the work that is called for in the contract. Where no coverage under this policy shall apply for the Named Insured, no coverage or defense shall be afforded to the Additional Insured.	All locations as required by written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 01, 2024

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #23-292 – Spectrum Enterprise (Fox/Shea)

Spectrum Enterprise will provide temporary residential internet services for a 12-month period for the ELOP Warehouse, 3050 Camino Del Sol, Oxnard, CA 930340.

Term of Agreement: April 19, 2024, through April 30, 2025

FISCAL IMPACT:

Not to Exceed \$2,000.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-292 with Spectrum Enterprise.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-292, Spectrum Enterprise \(6 Pages\)](#)



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact: Mark Kim	
Telephone: 562-677-0311	
Email: mark.kim@charter.com	

Customer Information		
Customer Name Oxnard School District	Order # 14254451	
Address 1051 S A St Oxnard CA 93030		
Telephone (805) 385-1501	Email:	
Contact Name	Telephone (805) 385-1501	Email:
Billing Address 1051 S A St Oxnard CA 93030		
Billing Contact Name	Telephone	Email:

NEW AND REVISED SERVICES AT 3050 Camino Del Sol , Oxnard CA 93030				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Internet Access 1Gbps	12 Months	1	\$134.55	\$134.55
TOTAL*				\$134.55

ONE TIME CHARGE(S) AT 3050 Camino Del Sol , Oxnard CA 93030			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Internet Access Install	1	\$199.99	\$199.99
<u>TOTAL*</u>			\$199.99



1. **TOTAL CHARGE(S). TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.**
2. **TAXES. PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).**
3. **SPECIAL TERMS.**

California Teleconnect Fund (CTF) Contingency.

If state funding for the California Teleconnect Fund (CTF) is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-Rate discounts from the Universal Service Administrative Company (USAC), Universal Service Administrative Company (USAC), administrators of E-Rate funding, Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-Rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-Rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-Rate and CTF rules, or (ii) withdraws its request for E-Rate and/or CTF.

E-RATE FUNDING CONTINGENCY.

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such



invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

During the Order Term, Customer shall have the option, exercisable upon thirty (30) days prior written notice to Spectrum (the 'Required Notice'), to upgrade its purchased bandwidth at the Service Location(s) reflected in this Service Order to the bandwidth and MRC as reflected in the chart in Exhibit A provided that: (i) Customer has paid for all necessary Equipment, if any, to provide the upgrade; (ii) Customer is in good standing on its payment obligations at the time of the requested upgraded Services; and (iii) such upgrade applies to bandwidth/speed upgrades only, and not a change to Customer's existing product(s). Nothing herein is intended to modify the Order Term of this Service Order. Except as specifically modified herein, all other terms and conditions of the Service Agreement and this Service Order shall remain unchanged and in full force and effect. Customer will be required to execute a new Service Order to document the upgrade.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
Signature: 	Signature: _____
Printed Name: <u>Valerie Mitchell</u>	Printed Name: _____
Title: <u>Asst. Supt., Business & Fiscal Svcs.</u>	Title: _____
Date: <u>4-19-2024</u>	Date: _____

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OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 01, 2024

Agenda Section: Section D: Action Items

Adoption of Resolution No. 23-20 – Intent to Grant an Easement and a Covenant to the City of Oxnard for Water Services to Rose Avenue Elementary School Site (Mitchell/Miller/CFW)

District representatives have met with representatives of the City of Oxnard (“City”) over the past several months to discuss certain dedications for water utilities (“Waterline Easement” or “Easement”) and a Storm Water Covenant (“Covenant”) required in connection with City permits for the Rose Avenue Elementary School (the “Property”).

The Waterline Easement follows a loop around the Property along Driskill to the North of the Property and around the back of the Property connecting two fire hydrants within the Property as directed by the City’s Fire Marshall. The underground water system in turn connects to the City’s water system at two different connecting points to provide a loop supply of throughout the school site and will have no shutoff valves or backflow preventers allowing the water flow to be continuous. The waterline was installed by the District in connection with the construction of the school.

Since the City can’t isolate the loop, it requires the Waterline Easement following the path of the undergrounded utilities plus five feet on either side of the pipe, including a commitment from the school district not to place any obstacles within the Waterline Easement area and to provide as much access to those facilities as possible. The Easement Deed, attached to the Resolution as **Attachment 1**, provides that the City may pass on to District any costs incurred by the City to remove any obstacles or encumbrances placed upon or within the Easement Area by the District, or with its consent, and without the City’s prior written consent. As contemplated by the Education Code, the Easement Deed requires City staff to ensure that any person entering the Property to perform work is accompanied at all time by a City representative who has cleared a background check.

In connection with the Property, the City required the installation and continued maintenance of certain on-site storm water quality control measures (the “Measures”), all as more specifically described on Exhibit A to the Covenant attached to the Resolution as **Attachment 2**. Through the Covenant, the District grants the City certain access and other rights to the Property upon a finding of emergency or a finding of lack of compliance by District with the Covenant.

The attached resolution (i) declare the District’s intent to grant the Easement and Covenant to the City, and (ii) authorizes and directs District staff to post and publish the notice of public hearing, all as required by the provisions of the Education Code, commencing with section 17556.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board adopt Resolution No. 23-20 granting the Easement and dedicating the facilities within the Easement to the City.

ADDITIONAL MATERIALS:

- Attached:** [Resolution No. 23-20 \(3 pages\)](#)
- [Easement Deed \(6 pages\)](#)
- [Storm Water Covenant \(42 pages\)](#)
- [Notice of Public Hearing \(1 page\)](#)

RESOLUTION NO. 23-20

RESOLUTION OF THE BOARD OF TRUSTEES OF OXNARD SCHOOL DISTRICT DECLARING ITS INTENT TO GRANT AND CONVEY AND DEDICATE TO THE CITY OF OXNARD A WATER UTILITY EASEMENT, TOGETHER WITH CERTAIN INSTALLED WATER FACILITIES CONSTRUCTED BY DISTRICT THEREIN, TO GRANT CERTAIN RELATED INGRESS AND EGRESS RIGHTS, AND TO MAKE CERTAIN COVENANTS AND GRANT TO THE CITY CERTAIN RIGHTS CONCERNING THE IMPLEMENTATION AND MAINTENANCE OF CERTAIN STORMWATER FACILITIES

WHEREAS, the Oxnard School District (“District”) is the owner of that certain real property located at 220 South Driskill Street, Oxnard, CA 93030, County of Ventura, State of California, and more commonly known as the Rose Avenue Elementary School (“Property”); and

WHEREAS, the City of Oxnard (“City”) has, as a condition for granting certain permits and approvals required in connection with the operation of the Property, requested that the District (i) construct and install certain pipes and related water facilities in a loop configuration within the Property, and (ii) grant and convey to the City ownership of said installed facilities together with an easement in, over, on, through, within, under and across the Property to the area where the facilities are located (the “Waterline Easement”) by means of an Easement Deed, which the parties have negotiated with respect to certain access and costs limitations and conditions and which is attached hereto as **Attachment 1**; and

Whereas, the City also requested that the District install and covenant to maintain and operate certain storm water quality control measures, all of which is intended to minimize pollutants in urban runoff and constitute restrictions that run with the land, all as described in the Storm Water Covenant attached hereto as **Attachment 2**; and

WHEREAS, the California Education Code, commencing with Section 17556, authorizes this Board of Trustees (“Board”) to grant, dedicate or convey to the City or any other public or private corporation engaged in the public utility business, an easement to lay, construct, reconstruct, maintain and operate, in accordance with the terms and conditions agreed to by the parties and in accordance with the provisions of Education Code sections 17556 to 17561; and

WHEREAS, pursuant to Education Code Sections 17557 and 17558, the Board must, before ordering the dedication or conveyance of any real property, adopt a resolution declaring its intention to convey an easement for such purposes in a regular open meeting by two-thirds (2/3) vote of its members; and

WHEREAS, pursuant to Education Code Section 17558, notice of the adoption of this resolution and of the time and place of the public hearing at which the grant, dedication or conveyance will be considered must be given by posting copies of this Resolution in 3 public

places within the District at least 10 days prior to the public hearing and by publishing a notice, in a newspaper of general circulation within the District, at least 5 days prior to the public hearing date; and

WHEREAS, the Easement to be conveyed to the City consists of a strip of land approximately 15 feet in width, commencing approximately from the corner of Driskill Street and La Puerta Avenue and further described and depicted on the Exhibits to the Easement Deed attached to this Resolution as **Attachment 1**; and

WHEREAS, in connection with the Easement, this Resolution of Intent: (i) describes the property proposed to be dedicated or conveyed on **Attachment 1** hereto, (ii) specifies the purposes for which and the terms upon which it will be conveyed, and (iii) sets the time for a public hearing to be held at least 10 days after today at the Board’s regular meeting place upon the question of making the conveyance; and

WHEREAS, in connection with the Covenant, the District will comply with the obligations, restrictions and commitments specified on **Attachment 2** hereto and more particularly described on Exhibit C of Attachment 2; and

WHEREAS, in the judgment of this Board it is in the best interest of the District, the City and the public for the District to grant and convey the Easement depicted on the Easement Deed, together with all water pipelines and related facilities installed by the District therein;

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Recitals. The foregoing recitals are true and correct.
2. Intent to Convey the Easement and Water Facilities. The Board hereby declares its intention to grant and convey the Easement, together with all water facilities and related improvements constructed by District, to the City for the purposes, on the terms and at the location described in this Resolution and as shown, described and depicted on **Attachment 1** hereto.
3. Intent to Execute and Deliver the Declaration of Restrictive Covenant and Deed Restriction. The Board hereby declares its intention to execute and deliver the Covenant to the City, and thereby grant the access rights to the City described and depicted on **Attachment 2** hereto.
4. Public Hearing. On May 15, 2024, at 7:00 p.m., or as soon thereafter as this matter may be heard, this Board shall hold a public hearing upon the question of making the proposed grant and conveyance of the Easement and the Covenant to the City, at which time all persons interested may appear and show cause, if any they have, why said conveyances should not be made; provided that, unless a petition protesting against the proposed dedication or conveyance and signed by at least 10 percent of the qualified electors of the District, as shown by the affidavit of one of the petitioners, is presented to this Board, the Board may adopt a resolution granting the Easement and water facilities installed therein, and the Covenant and rights described therein, to the City as herein contemplated;

5. Notice. The District's Superintendent and/or her designee, each individually, is authorized and directed to cause notice of the adoption of this Resolution and of the time and place of holding the public meeting and hearing to be given by posting copies of this Resolution and posting and publishing the Notice attached hereto as **Attachment 3** as required by law and to take any other actions that may be necessary or convenient to carry out the purposes of this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District, Ventura County, California, on May 1, 2024, by at least two-thirds (2/3) vote, as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Oxnard School District
Board of Trustees

Attest:

Clerk, Oxnard School District
Board of Trustees

Attachment 1 – Easement Deed (Waterline Easement)

Attachment 2 – Covenant for Storm Water Control Measures

Attachment 3 – Notice of Public Hearing

RECORDING REQUESTED BY:

City of Oxnard
Request recording without fee. Record for the benefit of City of Oxnard pursuant to Sections 6103 and 27383 of Government code. No documentary transfer tax pursuant to R&T Code Section 11922

WHEN RECORDED, MAIL DOCUMENT TO:

Oxnard City Clerk’s Office
300 West Third Street, 4th Floor
Oxnard, CA 93030

APN: 216-0-181-025

SPACE ABOVE THIS LINE FOR RECORDER’S USE ONLY

MAIL TAX STATEMENTS TO: N/A

**EASEMENT DEED
(Waterline Easement)**

OXNARD SCHOOL DISTRICT (hereinafter referred to as “Grantor” or “District”), does hereby grant to THE CITY OF OXNARD, its successors and assigns (hereinafter referred to as “Grantee” or “City”), a **Waterline Easement** in, on, over and across a 15 (15.00) foot wide strip of land (the “Easement Area”) lying within that certain real property of the Grantor, situated in the City of Oxnard, County of Ventura, State of California, generally known as the Rose Avenue Elementary School (“School Site”) and described as follows:

That portion of Subdivision 33 of the Rancho El Rio de Santa Clara O’ La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of Ventura County, in an action entitled “Thomas A. Scott, et al, Plffs. vs Rafael Gonzales, et al, Defts.”, more particularity described in that certain Grant Deed recorded October 29, 1964, in Book 2659, Page 552, of Official Records in the office of the County Recorder of said County.

The Easement Area is more particularly described on Exhibit “A” and depicted on Exhibit “B” both attached hereto and by this reference made a part hereof. This Waterline Easement, together with the rights of ingress and egress to and from the Easement Area, are granted by District for Grantee to survey, install, construct, reconstruct, enlarge, lay, alter, operate, inspect, remove, relocate, replace, and maintain water pipelines and facilities, including any appurtenant fixtures and/or equipment required for the waterlines (collectively, the “Public Facilities”). This dedication includes the Grantee Facilities within the Easement Area constructed by District for the purpose stated above,. Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area without the prior written approval of the City.

City shall have free access to the Easement Area and Grantee Facilities, and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however that City shall comply with the following:

1. Grantee will ensure that all persons accessing the Easement Area under Grantee’s authority hereunder will be accompanied by a City employee. All City employees have passed background checks and will remain and supervise any non-city employee or City contractor that may be required to work on the easement facilities;

2. When an emergency situation arises, a non-city employee or City contractor may enter the easement area when directed or requested by the City or District for purposes of abating the emergency situation. District and City agree to cooperate regarding access required for an emergency situation; and
3. Grantee will conduct any activities at the Easement Area with due regard for the safety of students and school personnel ; and
4. IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed by its officers thereunto duly authorized, this _____ day of _____, 20____.

Grantor
OXNARD UNIFIED SCHOOL DISTRICT

By _____

Name _____

Its _____

Grantee
CITY OF OXNARD

By _____

Name _____

Its _____

NOTARY ACKNOWLEDGEMENT REQUIRED

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

**WATERLINE EASEMENT
OXNARD SCHOOL DISTRICT TO
CITY OF OXNARD**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF SAID DOCUMENT.

State of _____

County of _____

On _____, 20__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person or entity on behalf of which the signatory acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from the OXNARD SCHOOL DISTRICT, a public school district organized under the laws of the State of California, the Grantor under the Waterline Easement to which this Certificate is attached, to the CITY OF OXNARD, a California governmental agency, as the Grantee under the Waterline Easement to which this Certificate is attached, is hereby accepted by order of the City Council, and the Grantee consents to recordation thereof by its duly authorized officer. This Certificate of Acceptance is executed in accordance with the requirements of the California Government Code section 27281.

CITY OF OXNARD

By: _____

Its: _____

Dated: _____

R313694.02
2-27-2023
REVISED
3-07-2023

EXHIBIT "A" LEGAL DESCRIPTION

That portion of Subdivision 33 of the Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of Ventura County, in an action entitled "Thomas A.Scott, et al, Plffs. vs Rafael Gonzales, et al, Defts.", more particularly being a portion of the land described in that certain Grant Deed recorded October 29, 1964, in Book 2659, Page 552, of Official Records in the office of the County Recorder of said County, described in parcels as follows:

Parcel 1:

Being a strip of land, 15.00 feet in width, the centerline of said strip of land being described as follows:

Commencing at the intersection of the Northerly right of way line of La Puerta Avenue, 50.00 feet wide, and the Easterly right of way line of Driskill Street, 60.00 feet wide, as shown on Record of Survey, filed in Book 61, Page 81, of Records of Survey in said office of the County Recorder; thence along said Easterly right of way line North 00°00'30" East 193.26 feet to the TRUE POINT OF BEGINNING; thence leaving said Easterly right of way line South 89°59'30" East 34.71 feet to a point hereinafter referred to as Point "A"; thence continuing South 89°59'30" East 24.10 feet; thence North 45°00'30" East 13.05 feet.

The sidelines of said strip of land to be lengthened or shortened so as to originate in said Easterly right of way line of Driskill Street.

Containing an area of 1,078 square feet, more or less.

Parcel 2:

Being a strip of land, 15.00 feet in width, the centerline of said strip of land being described as follows:

Beginning at Point "A" as described hereinabove; thence North 00°00'00" East 215.80 feet; thence North 90°00'00" East 75.45 feet; thence South 44°59'36" East 35.29 feet; thence North 90°00'00" East 190.90 feet to a point hereinafter referred to as Point "B"; thence continuing North 90°00'00" East 82.54 feet; thence South 00°00'00" East 329.39 feet; thence South 89°59'36" East 28.56 feet; thence South 00°00'24" West 7.93 feet to said Northerly right of way line of La Puerta Avenue.

Excepting therefrom that portion lying with said Parcel 1.

The sidelines of said strip of land to be lengthened or shortened so as to terminate in said Northerly right of way line of La Puerta Avenue.

Containing an area of 14,289 square feet, more or less.

Parcel 3:

Being a strip of land, 15.00 feet in width, the centerline of said strip of land being described as follows:

Beginning at Point "B" as described hereinabove; thence South 00°00'00" East 55.69 feet.

Excepting therefrom that portion lying with said Parcel 2.

Containing an area of 723 square feet, more or less.

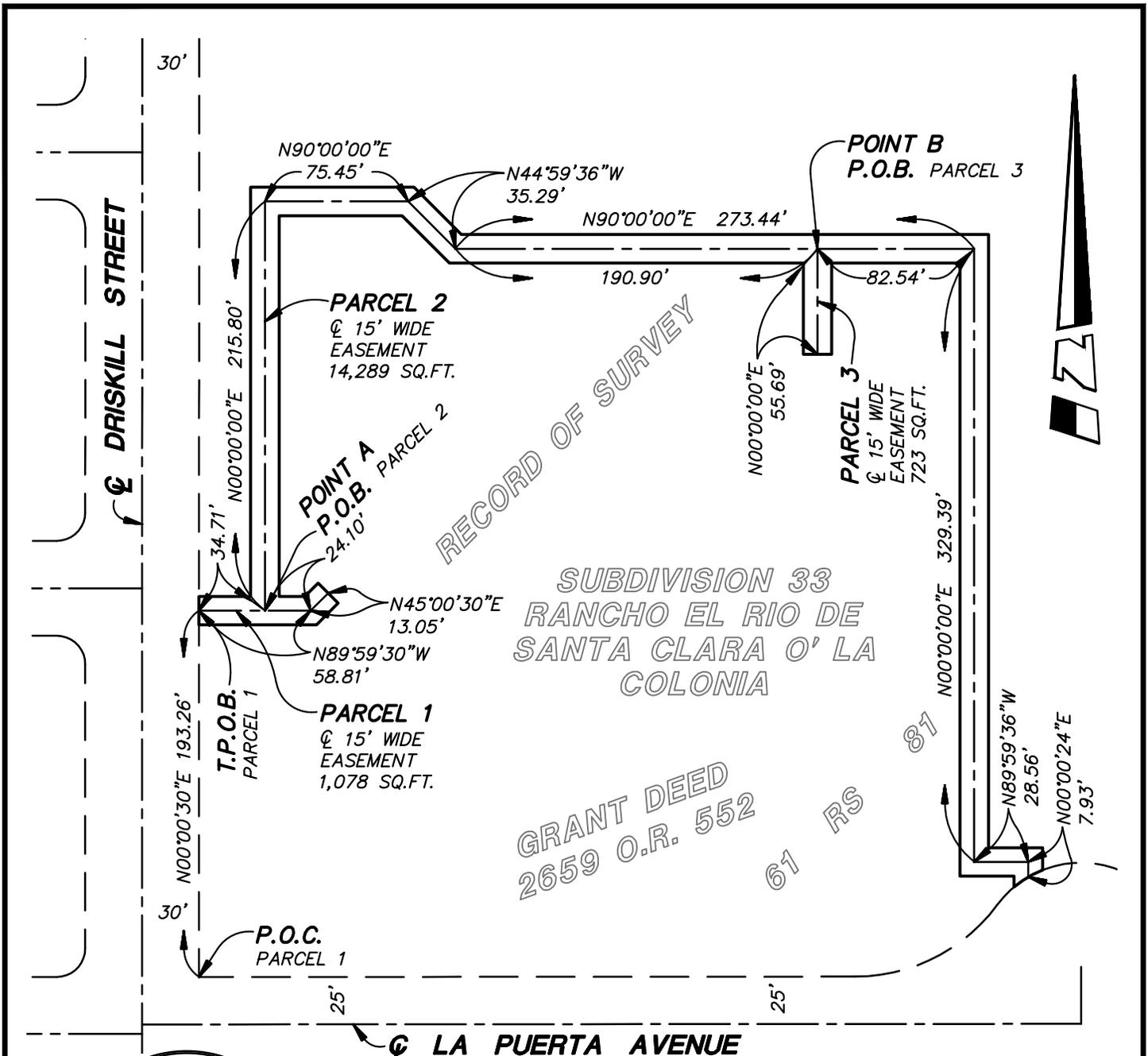
Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey

DAVID W. MACKEY, PLS 8912





SUBDIVISION 33
 RANCHO EL RIO DE
 SANTA CLARA O' LA
 COLONIA

GRANT DEED
 2659 O.R. 552



REVISED: 3/7/2023

HUITT-ZOLLARS
 Huitt-Zollars, Inc. Irvine
 2603 Main Street, Suite 400, Irvine, CA 92614
 Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY
David W. Mackey 3/7/2023

SKETCH TO ACCOMPANY
 A LEGAL DESCRIPTION

EXHIBIT 'B'
WATERLINE
EASEMENT

SCALE	1"=80'
DRAWN BY	DWM
DATE	2/27/2023
JOB NO.	R313694.02

RECORDING REQUESTED BY:
City of Oxnard
Request recording without fee. Record
for benefit of City of Oxnard pursuant
to Section 6103 of Government Code

WHEN RECORDED MAIL TO:
Oxnard City Clerk's Office
300 West Third Street, 4th Floor
Oxnard, California 93030

APN(s):

**Covenant & Deed Restriction
For Storm Water Quality Control Measures
Maintenance and Access**

THIS DECLARATION OF RESTRICTIVE COVENANT & DEED RESTRICTION
is executed by _____

Oxnard School District ("District" or _____ ("DECLARANT"),
this ____ day of _____ 20____, in favor of the CITY OF OXNARD, a municipal
corporation ("CITY"), located in the County of Ventura, State of California;

WHEREAS, DECLARANT owns real property ("Property") in the City of Oxnard,
County of Ventura, State of California, (APN(s) 216-0-181-025)
more specifically described in Exhibit "A", which exhibit is attached hereto and incorporated
herein by this reference; and

WHEREAS, Planning and Zoning Permit(s) NP 21-05 ("Project")
approved on the Property require(s) implementation and continual maintenance of on-site storm
water quality control measures to minimize pollutants in urban runoff; and

WHEREAS, DECLARANT has chosen to install, operate, and maintain the storm water
quality control measures depicted in the Site Map (Exhibit "B") in accordance with the
Operations and Maintenance Plan (Exhibit "C"), which exhibits are attached hereto and
incorporated herein by this reference, hereinafter referred to as "the Control Measures", as the
Project on-site storm water quality control measures to minimize pollutants in urban runoff.
Installation of the Control Measures is more particularly shown on City of Oxnard Drawing
Number 21-26A; and

WHEREAS, Project conditions of approval obligate DECLARANT to maintain the
Control Measures; and

WHEREAS, the Control Measures have been (or will be) installed in accordance with
plans and specifications accepted by CITY; and

WHEREAS, the Control Measures, having been (or to be) installed on private property
and draining only private property, are private facilities with all inspection, maintenance or
replacement therefore being the sole responsibility of DECLARANT in accordance with the
terms of this Covenant; and

WHEREAS, DECLARANT is aware that periodic and continuous maintenance, including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of the Control Measures and that, furthermore, such maintenance activities will require compliance with all Local, State, and Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs.

NOW, THEREFORE, DECLARANT covenants as follows:

1. DECLARANT hereby provides CITY or CITY'S designee complete access, of any duration, to the Control Measures and their immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by CITY'S Director of Public Works ("Director") no advance notice, for the purpose of inspection, sampling, and/or testing of the Control Measures, and in case of emergency, to undertake all necessary repairs or other preventative measures at DECLARANT'S expense as provided in paragraph 3 below. CITY shall make reasonable efforts to minimize or avoid interference with DECLARANT'S use of Property.
2. DECLARANT shall use its best efforts to diligently maintain the Control Measures in a manner assuring peak performance at all times. DECLARANT agrees that the minimum periodic maintenance to be performed by DECLARANT to minimize pollutants in runoff from Property is specified within Exhibit "C". DECLARANT acknowledges that significantly more maintenance may be required to assure peak performance as is required by this Covenant. DECLARANT and DECLARANT'S representative or contractor shall exercise all reasonable precautions during removal and extraction of material(s) from the Control Measures and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by CITY, DECLARANT shall provide CITY with documentation identifying the material(s) removed, the quantity, and disposal destination. DECLARANT shall maintain records of all maintenance performed on the Control Measures for a minimum of five (5) years. Developer shall provide CITY with an annual report demonstrating proper maintenance and operation of Control Measures.
3. In the event DECLARANT, or its successors or assigns, in the opinion of Director, fails to accomplish the necessary maintenance contemplated by this Covenant, then following written notice to DECLARANT and after a reasonable period within which to cure (of not more than seven (7) days), Director is hereby authorized by DECLARANT to cause any necessary maintenance to be done and charge the entire cost and expense to the DECLARANT or DECLARANT'S successors or assigns, including administrative costs, attorney's fees and interest thereon at the maximum rate authorized by the Civil Code from the date of the notice of expense until paid in full.
4. In event of legal action occasioned by any default or action of DECLARANT, DECLARANT agree(s) to pay all costs incurred by CITY in enforcing the terms of this Covenant, including reasonable attorney's fees and costs, and that CITY may record such costs (including costs incurred under item 3 above) as a special assessment against Property or as a lien on Property if DECLARANT fails to pay such costs within 30 days of CITY providing DECLARANT with an invoice detailing such costs.
5. CITY may require DECLARANT to post security in a form and for a time period satisfactory to CITY to guarantee the performance of the obligations stated herein. Should

DECLARANT fail to perform the obligations under the Covenant, CITY may, in the case of a cash bond, act for DECLARANT using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations of this Covenant. As an additional remedy, Director may withdraw any previous storm water related approval with respect to the property on which the Control Measures have been installed until such time as DECLARANT pays to CITY its reasonable costs incurred in accordance with paragraphs 3 and 4 above.

6. This Covenant shall be recorded in the Office of the Recorder of Ventura County, California and shall constitute notice to all successors and assigns of the title to Property of the obligation herein set forth, and shall also constitute a lien in such amount as will fully reimburse CITY, including interest as herein above set forth, subject to foreclosure in event of default in payment.
7. DECLARANT agrees to indemnify, defend and hold harmless CITY and its officers, agents, employees and other authorized representatives from any and all liability, claims, demands, damages (whether contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, which result or are claimed to have resulted directly or indirectly from the wrongful or negligent acts, errors or omissions of DECLARANT or any of its employees, agents, or contractors in fulfilling DECLARANT'S obligations provided for in this Covenant, except in cases of sole negligence on the part of CITY or its officers, agents, employees or subcontractors.
8. The obligations herein undertaken by DECLARANT shall be deemed to be covenants running with Property and shall be binding upon the heirs, successors, executors, administrators and assigns of DECLARANT. The term "DECLARANT" shall include not only the present DECLARANT, but also DECLARANT'S heirs, successors, executors, administrators, and assigns. DECLARANT shall notify any successor to title of all or part of Property of the existence of this Covenant. DECLARANT shall provide such notice prior to such successor obtaining an interest in all or part of Property. DECLARANT shall provide a copy of such notice to CITY at the same time such notice is provided to the successor.
9. Time is of the essence in the performance of this Covenant and Deed Restriction.
10. Any notice to a party required or called for in this Covenant and Deed Restriction shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

If to CITY:

City of Oxnard

Development Services Dept.

Attn: Development Services Manager

214 S. C Street

Oxnard, CA 93030

If to DECLARANT:

Oxnard School District

Superintendent's Office

1051 South A Street

Oxnard, CA 93030

IN WITNESS THEREOF, DECLARANT has executed this Restrictive Covenant and Deed Restriction as of the date first written above.

DECLARANT:

DECLARANT:

Entity: _____

Entity: _____

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

NOTARY ACKNOWLEDGEMENT REQUIRED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Seal

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Seal

Signature _____ .

R313694.02

6-7-2022

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of Subdivision 33 of the Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of Ventura County, in an action entitled "Thomas A.Scott, et al, Plffs. vs Rafael Gonzales, et al, Defts.", more particularity being all of the land described in that certain Grant Deed recorded October 29, 1964, in Book 2659, Page 552, of Official Records in the office of the County Recorder of said County.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey

DAVID W. MACKEY, PLS 8912



SANTA LUCIA AVENUE

**TRACT NO. 1363-2
33 M.R. 8-11 (MAPS)**

TRACT NO. 1615-2

HAAZ WAY

GAUCHO WAY

FERRARA WAY

**SUBDIVISION 33
RANCHO EL RIO DE
SANTA CLARA O' LA
COLONIA**

**GRANT DEED
2659 O.R. 552**

DRISKILL STREET

51 M.R. 76-77 (MAPS)



LA PUERTA AVENUE

**TRACT 4884
125 M.R. 034 (MAPS)**

HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2803 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

David W. Mackey

6/7/2022

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

**STORM WATER
COVENANT**

SCALE 1"=150'

DRAWN BY DWM

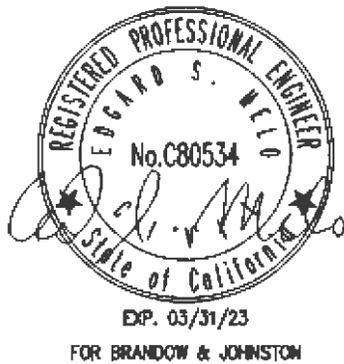
DATE 6/7/2022

JOB NO. R313694.02

Reconstruction of Rose Avenue K-5 School 220 S. Driskill St Oxnard, CA 93030

Exhibit "C"

Storm Water Quality
Operation and Maintenance Plan
February 15, 2023



Prepared for:
Oxnard School District
Rose Avenue K-5 School
220 S Driskill St
Oxnard, CA 93030

Project Architect:
IBI Group
4119 Broad Street, Suite 210
San Luis Obispo, CA 93401
Tel: (805) 546-0433

Prepared by:
Ed Melo, P.E.
Brandow & Johnston
700 South Flower St, Suite 1800
Los Angeles, CA 90017
Tel: (213) 596-4500

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C. Site Control Measure Descriptions and Operational/Maintenance Requirements	
D. Basic Inspection and Maintenance Activities Table	
E. Manufacturer O&M Manuals	

Site 1 - Introduction

Oxnard School District has retained IBI Group and Brandow & Johnston to provide Architectural Engineering services for the reconstruction of Rose Avenue K-5 School at 220 S. Driskill St, Oxnard, CA 93030.

The school currently resides at a developed 9.3-acre lot. There are currently 11 one-story buildings, 3 asphalt parking lots, an asphalt playground and a grass playfield. Residential homes to the north, west, and south and the Rice Road Drain to the east surround the school. The school lies within the Rice Road Drain Watershed Boundary. The existing site generally sheet flows southeasterly towards La Puerta Ave, which has a catch basin at the end of the cul-de-sac. There are also various existing catch basins that are connected to an onsite storm drain system. The existing on-site sheet flow and storm drain discharge into an RCP pipe within the Rice Road Drain.

All 9.3 acres of the school property will be redeveloped. The proposed project will include the construction of five new buildings, site hardscape, asphalt parking lot, asphalt playground, asphalt dropoff area, and playfields. The post-developed site drainage pattern will be similar to the existing drainage pattern. Storm water on hardscape will sheet flow and will be collected at various catch basins with filter inserts that discharge into the on-site storm drain. The proposed landscaped playfields will have subdrains with filter fabric that will connect to the site storm drain. Majority of the playfields will discharge into the on-site infiltration system while a small portion will discharge into an offsite parkway drain. Each new building will have downspouts that convey roof storm water to the on-site storm drain. The storm drain will discharge into an on-site infiltration system that will treat the runoff and limit the discharge leaving the site.

Excess water from the infiltration system will overflow into the existing 30" RCP storm drain main on La Puerta Avenue. This will require a new lateral and connection to the existing public storm drain main.

There are no planning and zoning permits for this project as the private property is being reviewed by District of State Architect (DSA). The public improvements are being reviewed under City of Oxnard Drawing No. 21-26A & Application #21-3856.

Potential Pollutant Sources

The following are identified as potential sources of pollutants for this project:

- Oil & Grease – The campus is surrounded by various driveways, each of which will collect oil and grease from vehicle traffic passing over them. Additionally, the campus will have various parking lots that can accumulate oil and grease.
- Suspendable Solids – Rooftop areas and parking areas are susceptible to collecting dust and silt from wind and rain events. Additionally, landscaping activities on-site have the potential to wash silt and other suspendable solids into roadways and subsequent drainage conveyances. There are no on-site industrial uses that pose a

significant source for metals to be of notable concern.

- Metals – Contact with vehicles, playground equipment, and other metal objects may create potential for metals to be collected by on-site drainage conveyances. There are no on-site industrial uses that pose a significant source for metals to be of notable concern.
- Gasoline – As discussed above, the lots are surrounded by driveways and vehicle traffic entering and existing the site, which increases the potential for gasoline contact (from vehicle leakage or spills). Landscaping uses (mowers, trimmers) and small vehicle use that are fueled by small gasoline containers also pose added risk for gasoline spills.
- Pesticides – Pesticide potential sources include landscape areas. As the project site contains several landscape areas, this is anticipated to be a notable concern.
- Pathogens – Pathogen sources on-site are limited to wildlife waste products. Limited bird/other animal waste are anticipated to be the largest potential, which will likely be largely mitigated by continuing landscape services that remove waste prior to being washed into drainage conveyances.
- Nutrients – Fertilizer that may be applied to landscaped areas as well as potential soil additives (i.e. peat) to landscaped areas provide minimal potential for nutrients to enter storm water conveyances.
- Trash and Litter – On-site trash will be collected and stored within individual units (trash enclosures) providing roof and wall structures to prevent water and wind from carrying trash. That said, some risk remains for trash and litter to be collected in storm water conveyances, mainly resulting from potential litter.
- Pool Chlorine/Backwash – The site does not currently include pool area; thus, these pollutants will not be encountered.

Proposed BMP Treatment Devices

This project proposed to treat and infiltrate the Stormwater Quality Design Volume (SQDV) under the terms of the 2011 Ventura County Technical Guidance Manual (TGM). The infiltration parameters for the project are provided by Report of Percolation Testing Project No. 30-1393T by CTE Inc.

See Attachment B for BMP treatment device type and location. The following table outlines the LID implementation for this project:

LID	Description/Function	Implementation	Used (Yes/No, if No, reason why)
Tree Preservation and Planting	Reduce runoff volumes and improve water quality. Leaf canopies intercept and hold large quantities of rainwater and root systems create voids in the soil that facilitate infiltration	Considered for use wherever feasible.	Yes – Trees will be planted throughout the site per the landscaping plan.
Structural Soils	Artificial growing medium that serves the multiple functions of encouraging root growth, satisfying pavement design, and increasing storm water holding capacity	Considered for use wherever feasible.	No – Infiltration is proposed as primary treatment and on-site soils exhibit good percolation rates
Bio-retention	Engineered storm water solutions that mimic the natural hydrological cycle and rely on biological and chemical processes that occur in nature to treat storm water.	Considered for use wherever feasible.	No – Due to constraints of site layout, bioretention is not feasible, however, LID requirements are met for the project through infiltration
Bio-Filtration	Filter strips/planters and vegetated swales, which filter runoff through soils and plant material to remove suspended sediments.	Considered for use wherever feasible.	No – Due to constraints of site layout, biofiltration is not feasible, however, LID requirements are met for the project through infiltration
Infiltration	Slow and filter runoff, thereby improving the water quality and reducing the volume of runoff leaving a site.	Considered for use wherever feasible.	Yes – There is one proposed infiltration system (Stormtech Chambers) to meet storm water quality requirements per the 2011 Technical Guidance Manual
Permeable Pavement	Facilitate infiltration by allowing storm water to soak through voids in the pavement into an underlying detention basin, gravel pit, or other	Considered for use for surface parking lots, enhanced pedestrian crossings, parks, and landscaped corridors wherever feasible.	No – Permeable pavement is not needed as site infiltration is obtained through proposed infiltration system.

	filtration media.		
Mechanical Filtration	Proprietary devices used to filter everything from trash to metals and organic compounds.	Considered only after other non-proprietary devices approved under the 2011 Technical Guidance Manual have been rejected.	Yes – Catch Basin filter inserts will be implemented to provide pre-treatment and trash capture prior to the primary infiltration device.
Subsurface Detention	Underground storm water detention systems used beneath parking lots and other appropriate areas to capture and store surface runoff and release it at pre-development flow rates.	Used when necessary to achieve acceptable off-site drainage flow rates.	Yes – This is provided with the underground Stormtech System to reduce the total flow leaving the site during a 100-year storm

To comply with Ventura County stormwater management standards, the methodology presented in the Ventura County Technical Guidance Manual for Stormwater Quality Control Measures, dated June 29, 2018, will be implemented. This project will implement an underground Stormtech Infiltration Structure BMP to treat the required Stormwater Quality Design Volume (SQDV). The Stormtech structure includes isolator rows that provides pre-treatment for the entirety of the system. The pre-treatment was sized for the 85th (2-year return period) percentile storm flow rate of 9.40 cfs. The two isolator rows plus additional chamber for this system will provide a total of 9.40 cfs of treatment.

Additionally, Flexstorm inserts will be installed at each on-site catch basin. This will provide full trash capture and 80% TSS removal of 50-micron particles per California State Water Board requirements.

The proposed BMP will be sized to capture and treat the entirety of the project area including impervious and pervious areas. The SQDV is 12,700 CF and was calculated from a 0.75-inch storm event. The system will fill up and infiltrate the design volume within 96 hours. The SQDV infiltrates in 29 hours, which meets the requirements. The proposed infiltration BMP has a capacity of 14,057 CF. The total capacity of the BMP exceeds the SQDV and therefore complies with the Stormwater Quality requirements.

Responsible Parties

The person(s) responsible for operation and maintenance of Storm Water Quality Control Measures are listed as follows:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514

Section 2 – Site Map

The project Site Map is contained in Attachment A.

Section 3 – Site Control Measure Descriptions & O/M Requirements

The project Site Control Measure Descriptions and Operational/Maintenance Requirements are contained in Attachment C. The project BMP Treatment Devices Exhibit is contained in Attachment B.

Section 4 – Spill Plan

In the event that a hazardous material, such as oil or gasoline, should spill on-site, the following procedures should be taken:

1. Contact the site representative, Dana Miller, at (805) 385-1514, and/or, the City of Oxnard at (805) 488-3517.
2. As appropriate for the site, provide emergency containment and cleaning procedures. Once the source of the spill has been contained, emergency cleaning procedures for each Site Control Measure should be initiated based on cleaning guidelines outline in Section 3 – Site Control Measure Description & O/M Requirements.
3. Follow the emergency sampling procedure for spills below.

Emergency Sampling Procedures for Spills

Samples of discharge shall be collected in the area drain immediately downstream of the spill. If not feasible, samples should be taken directly at the catch basin at the end of the Cul-de-sac on La Puerta Avenue. All campus discharge is routed to this catch basin then the Rice Road Drain to the east. This catch basin is accessible through manhole. Grab samples shall be collected and preserved for testing. To maintain sample integrity and prevent cross contamination, sample collection personnel shall follow the following protocols:

- Collect samples (for laboratory analysis) only in analytical laboratory-provided sample containers;
- Wear clean, powder-free nitrile gloves when collecting samples;
- Change gloves whenever something not known to be clean has been touched;
- Decontaminate all equipment (e.g. bucket, tubing) prior to sample collection using a trisodium phosphate water wash, distilled water rinse, and final rinse with distilled water;
- Do not smoke during sampling events;
- Never sample near running vehicle;
- Do not eat or drink during sample collection; and
- Do not breathe, sneeze, or cough in the direction of an open sample container.

The most important aspect of grab sampling is to collect a sample that represents the entire runoff stream. Typically samples are collected by dipping the collection container in the runoff flow paths and streams as noted below.

- Avoid collecting samples from ponded, sluggish, or stagnant water.
- Avoid collecting samples directly downstream from a bridge as the samples can be affected by the bridge structure or runoff from the road surface.

Samples for laboratory analysis must be handled as follows. Immediately following sample collection:

- Complete sample container labels;
- Sealed containers in a re-sealable storage bag;
- Place sample containers into an ice-chilled cooler; and
- Document sample information.

All samples for laboratory analysis must be maintained between 0-6 Celsius during delivery to the laboratory. Samples must be kept on ice, or refrigerated, from sample collection through delivery to the laboratory. Place samples to be shipped inside coolers with ice within the timeframe required by the treating procedure. Make sure the sample bottles are well packaged to prevent breakage and secure cooler lids with packaging tape.

Section 5 – Facility Changes

Operational or facility changes which significantly affect the character or quality of pollutants discharging into the storm water management control measures will require modifications to the Maintenance Plan and/or additional storm water control measures.

Section 6 – Training

It is the owner’s responsibility, as defined in Section 1, to identify appropriate persons to be trained and to assure proper training takes place. Training to include the following:

- Good housekeeping procedures defined in the plan.
- Proper maintenance of all pollution mitigation devices.
- Identification and cleanup procedures for spills and overflows.
- Large-scale spill or hazardous material response.
- Safety concerns when maintaining devices and cleaning spills.

Section 7 – Basic Inspection and Maintenance Activities

The Basic Inspection and Maintenance Activities Table is contained in Attachment D

Section 8 – Revisions of Pollution Mitigation Measures

If future correction or modification of past storm water management control measures or procedures is required, the owner shall obtain approval from the governing storm water agency prior to commencing any work. Corrective measures or modifications shall not cause discharges to bypass or otherwise impede existing storm water control measures.

Section 9 – Monitoring & Reporting Program

The owner shall provide an annual report demonstrating proper maintenance and operation of project Control Measures. The annual report shall, at a minimum, comply with the requirements of Part 4, Section E.IV.2(d) of the MS4 permit. Annual reports shall be transmitted to:

City of Oxnard Stormwater Program
Attn: Technical Services Manager
6001 Perkins Road
Oxnard, CA 93033

Additional monitoring and reporting requirements may be required by the city.

Attachments

Attachment A – Site Map

Attachment B – BMP Treatment Devices Exhibit

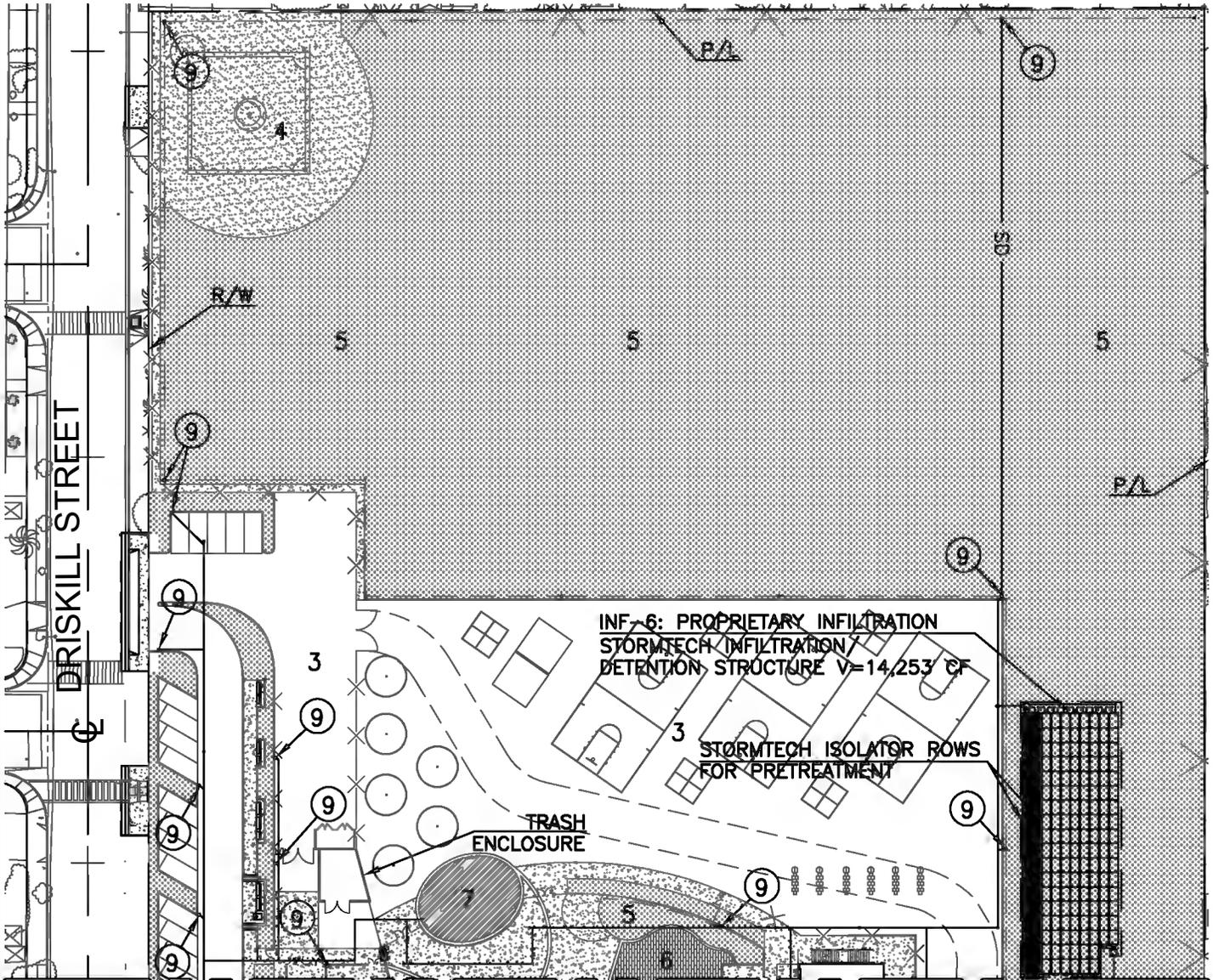
Attachment C – Site Control Measure Descriptions and Operational/Maintenance Requirements

Attachment D – Basic Inspection and Maintenance Activities Table

Attachment E – Manufacturer O&M Manuals

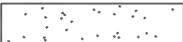
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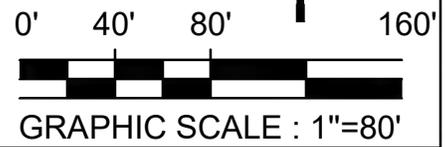
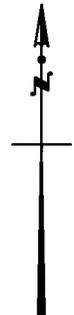
SITE MAP



LEGEND

MATCHLINE - SEE SHEET 2

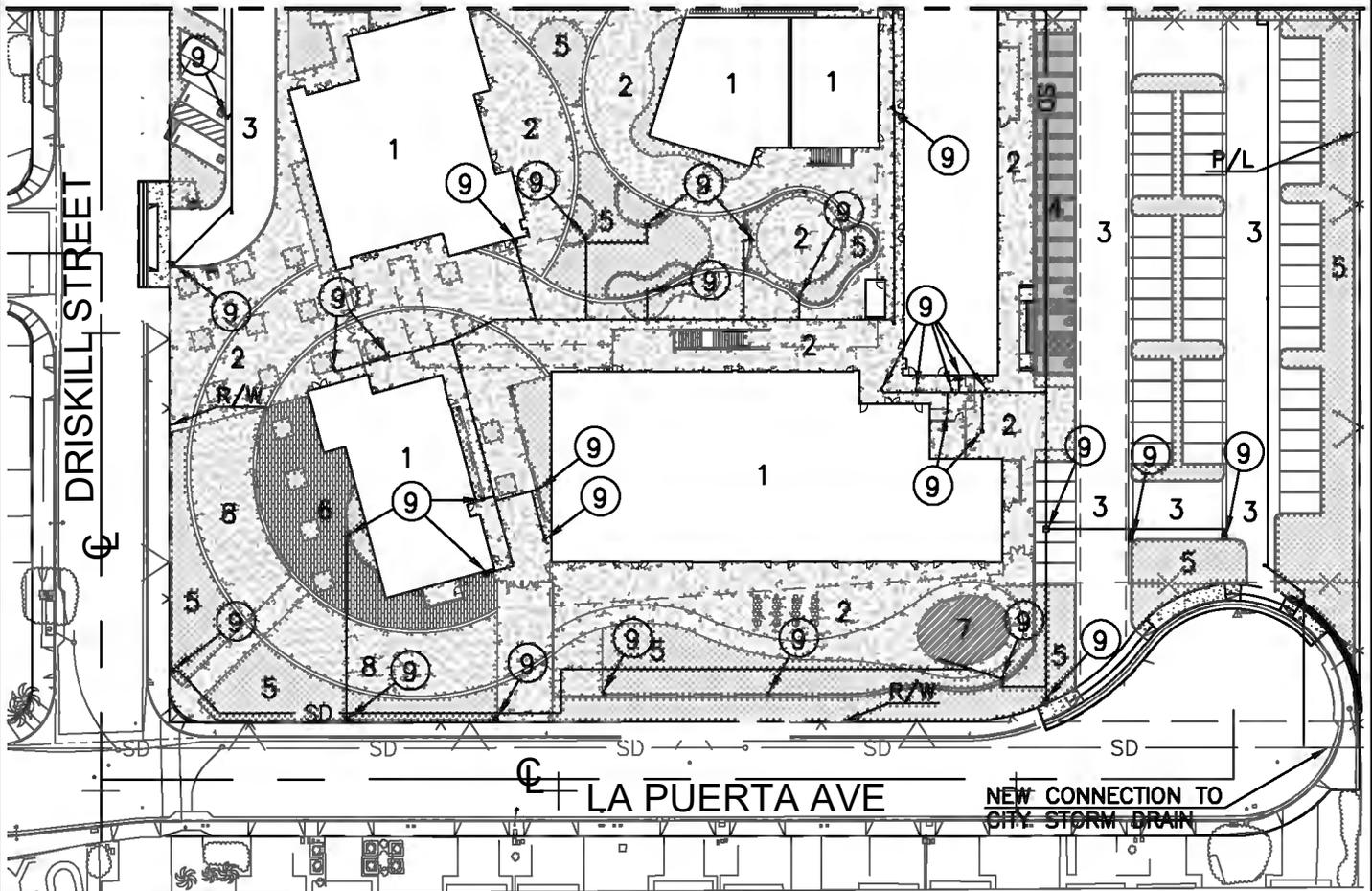
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|--|---|
| <p>1  BUILDING OUTLINE</p> <p>2  NEW CONCRETE PAVEMENT</p> <p>3  NEW ASPHALT CONCRETE PAVEMENT</p> <p>4  NEW DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS</p> <p>5  NEW PLANTER AREA PER LANDSCAPE PLANS</p> <p>6  NEW CONCRETE PAVERS PER LANDSCAPE PLANS</p> | <p>7  NEW RUBBERIZED SURFACE PER LANDSCAPE PLANS</p> <p> CATCH BASIN INLET W/ FLEXSTORM INSERTS</p> <p>— — — — — PROPERTY LINE</p> <p>— SD — — — — — PROP. STORM DRAIN</p> <p>— — — — — PROP. PERFORATED STORM DRAIN</p> <p>— SD — — — — — EXIST. STORM DRAIN</p> |
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SITE MAP

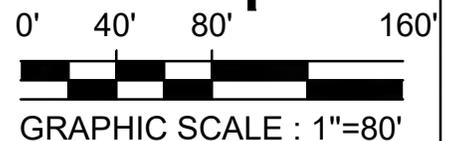
SHEET 2 OF 2

MATCHLINE - SEE SHEET 1



LEGEND

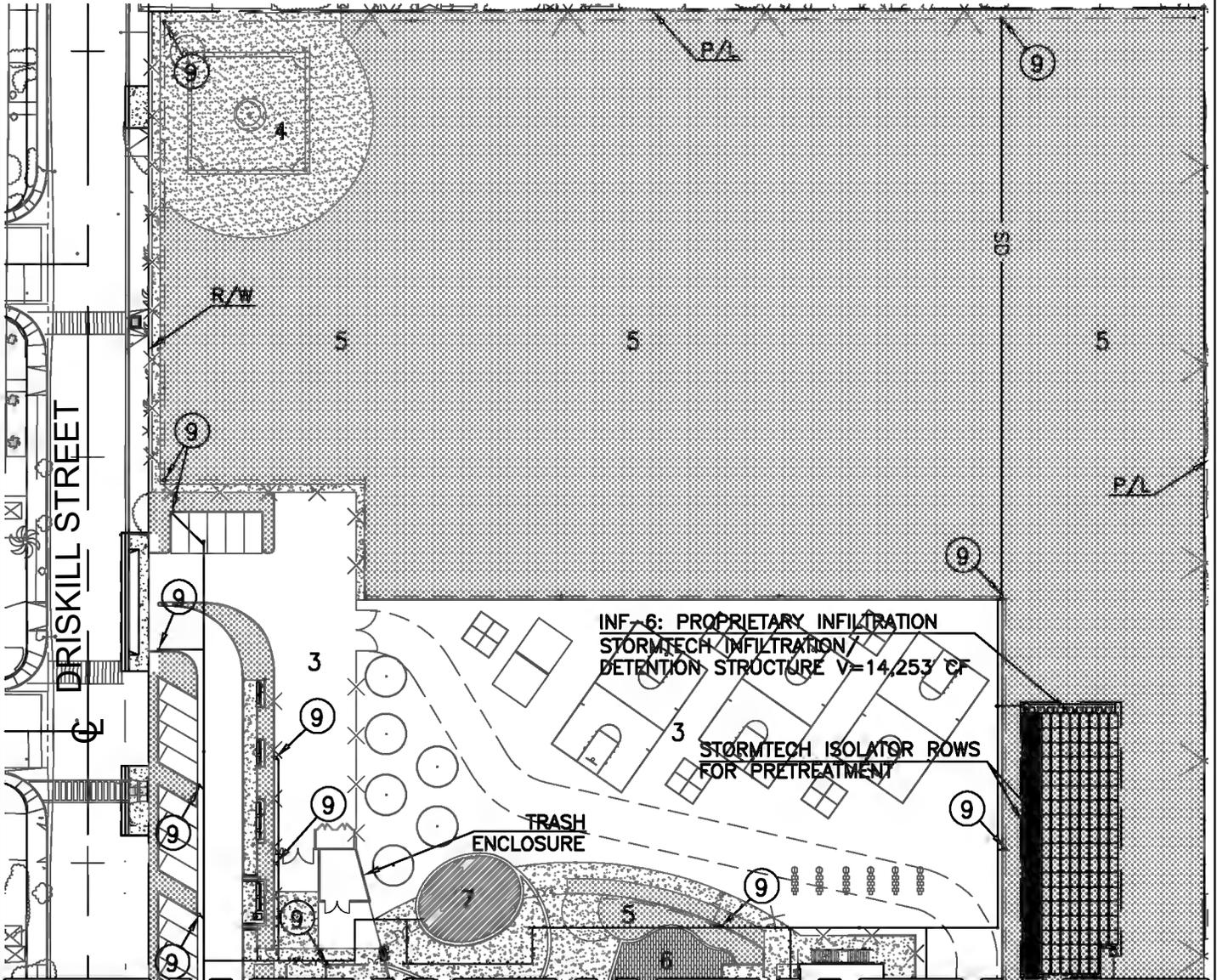
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| 2 | | NEW CONCRETE PAVEMENT | 8 | | NEW DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS |
| 3 | | NEW ASPHALT CONCRETE PAVEMENT | 9 | | CATCH BASIN INLET W/ FLEXSTORM INSERTS |
| 4 | | NEW PERMEABLE PAVEMENT | PROPERTY LINE
PROP. STORM DRAIN
PROP. PERFORATED STORM DRAIN
EXIST. STORM DRAIN | | |
| 5 | | NEW PLANTER AREA PER LANDSCAPE PLANS | | | |
| 6 | | NEW CONCRETE PAVERS PER LANDSCAPE PLANS | | | |



Attachment B

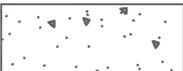
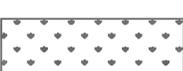
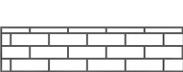
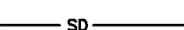
BMP TREATMENT DEVICES EXHIBIT

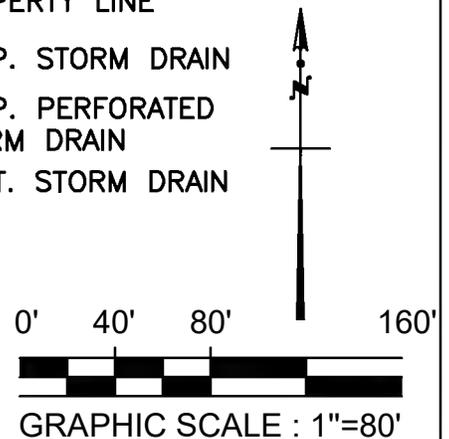
SHEET 1 OF 2



MATCHLINE - SEE SHEET 2

LEGEND

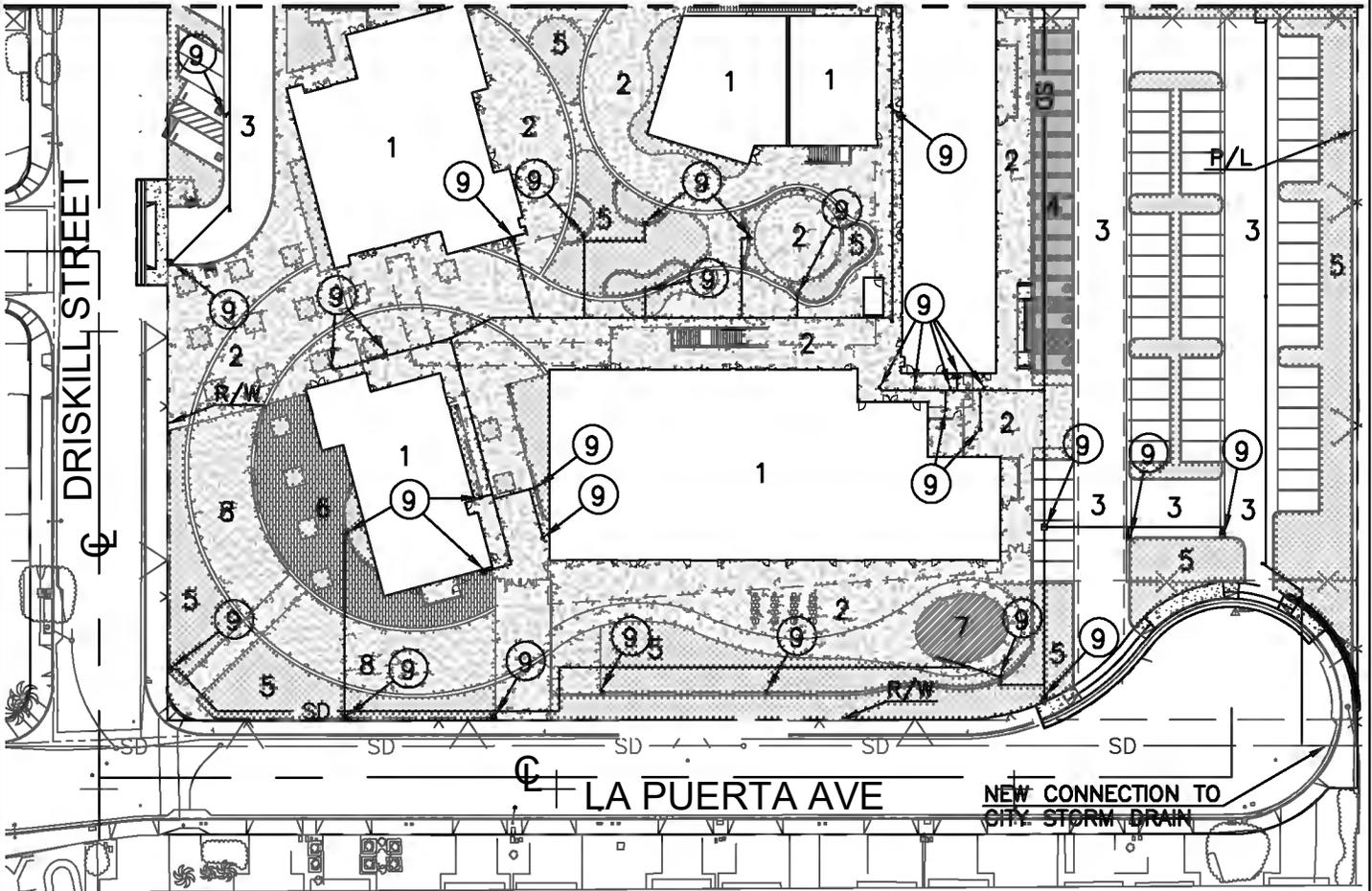
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BMP TREATMENT DEVICES EXHIBIT

SHEET 2 OF 2

MATCHLINE - SEE SHEET 1



LEGEND

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| 1 | | BUILDING OUTLINE | 7 | | NEW RUBBERIZED SURFACE PER LANDSCAPE PLANS |
| 2 | | NEW CONCRETE PAVEMENT | 8 | | NEW DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS |
| 3 | | NEW ASPHALT CONCRETE PAVEMENT | ⑨ | | CATCH BASIN INLET W/ FLEXSTORM INSERTS |
| 4 | | NEW PERMEABLE PAVEMENT | --- | | PROPERTY LINE |
| 5 | | NEW PLANTER AREA PER LANDSCAPE PLANS | SD | | PROP. STORM DRAIN |
| 6 | | NEW CONCRETE PAVERS PER LANDSCAPE PLANS | --- | | PROP. PERFORATED STORM DRAIN |
| | | | SD | | EXIST. STORM DRAIN |



Attachment C

Operation and Maintenance (O&M) Plan

APN: 216-0-181-025; Oxnard CA

Component: Stormwater Storage and Infiltration System – Model No. SC-740 Chamber – Stormtech Systems

1. ENTITY RESPONSIBLE FOR MAINTENANCE:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514.

2. REGULAR SWEEPING AND REMOVAL OF DEBRIS:

Inspect area surrounding unit on a monthly basis. As needed, sweep and remove sediment and debris from the vicinity surrounding the access manhole. Ensure that manhole covers are free of debris and sediment.

3. REGULAR INSPECTIONS

Inspection ports provide visual access to the system with the use of a flashlight. A stadia rod may be inserted to determine the depth of sediment. A cleanout is required when sediment has accumulated to an average depth exceeding 3" (76 mm). A StormTech Isolator Row should be inspected bi-annually until an understanding of the sites characteristics is developed.

4. CLEANING

The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, a wave of suspended sediments is flushed back into the manhole for vacuuming. The JetVac process shall only be performed on StormTech Rows that have AASHTO class 1 woven geotextile over their foundation stone (ADS 315WTM or equal).

5. MAINTENANCE LOGS

Inspection is easily accomplished through the manhole or optional inspection ports of an Isolator Row. Keep a log of all inspections and maintenance performed on the unit. Include photos.

6. REFERENCE

Refer to manufacturer O&M recommendations for additional operations and maintenance details here on Attachment E.

Operation and Maintenance (O&M) Plan

APN: 216-0-181-025; Oxnard CA

Component: Pretreatment and Trash Capture – Flexstorm Catch Basin Inserts – ADS

1. ENTITY RESPONSIBLE FOR MAINTENANCE:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514.

2. REGULAR SWEEPING AND REMOVAL OF DEBRIS:

Empty the sediment bag if more than half filled with sediment and debris, or as directed. Remove the grate, engage the lifting bars with the FLEXSTORM Removal Tool, and lift from drainage structure. Dispose of sediment or debris as directed by the Engineer or Maintenance contract.

3. REGULAR INSPECTIONS

Inspect area surrounding unit on a quarterly basis. Inspection should also occur following any rain **event greater than ½”**. **In snowfall affected regions additional** inspections should take place before and after snowfall season. Industrial application site inspections (loading ramps, wash racks, maintenance facilities) should occur on a regularly scheduled basis no less than 3 times/year.

4. CLEANING

An industrial vacuum can be used to collect sediment. Remove caked on silt from sediment bag and flush with medium spray with optimal filtration. Replace bag if torn or **punctured to >½” diameter on lower half of bag**.

5. MAINTENANCE LOGS

Keep a log of all inspections and maintenance performed on the unit. Include photos.

6. REFERENCE

Refer to manufacturer O&M recommendations for additional operations and maintenance details here on Attachment E.

Operation and Maintenance (O&M) Plan

APN: 216-0-181-025; Oxnard CA

Component: Nyloplast 30" Drain Basin

1. ENTITY RESPONSIBLE FOR MAINTENANCE:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514.

2. REGULAR SWEEPING AND REMOVAL OF DEBRIS:

Inspect area surrounding catch basin on a weekly basis. As needed, sweep and remove sediment and debris from the vicinity surrounding the grate. Ensure that grate covers are free of debris and sediment.

3. REGULAR INSPECTIONS

Inspect catch basin prior to the rainy season (beginning October 15th), at bimonthly intervals during the rainy season (December, February, April) and after significant storm events. One additional inspection shall take place midway through the dry season (July). Cleanouts of the system shall occur during December, February, April, and July Inspections.

4. CLEANING

- Clean surface area around grate, remove grate, and set aside
- Remove sediment and trash from inside of basin

5. MAINTENANCE LOGS

Keep a log of all inspections and maintenance performed on the unit. Include photos.

Operation and Maintenance (O&M) Plan

APN: 216-0-181-025; Oxnard CA

Component: Brooks 24"x24" and 12"x12" Catch Basin

1. ENTITY RESPONSIBLE FOR MAINTENANCE:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514.

2. REGULAR SWEEPING AND REMOVAL OF DEBRIS:

Inspect area surrounding catch basin on a weekly basis. As needed, sweep and remove sediment and debris from the vicinity surrounding the grate. Ensure that grate covers are free of debris and sediment.

3. REGULAR INSPECTIONS

Inspect catch basin prior to the rainy season (beginning October 15th), at bimonthly intervals during the rainy season (December, February, April) and after significant storm events. One additional inspection shall take place midway through the dry season (July). Cleanouts of the system shall occur during December, February, April, and July Inspections.

4. CLEANING

- Clean surface area around grate, remove grate, and set aside
- Remove sediment and trash from inside of basin

5. MAINTENANCE LOGS

Keep a log of all inspections and maintenance performed on the unit. Include photos.

Attachment D

Inspection and maintenance of project Storm Water Quality Control Measures (Control Measures) shall be performed by the responsible party identified in Section 1 at a minimum as indicated below and in Section 7 of this plan. Additional inspection and maintenance may be required to assuring peak performance of Control Measures at all times.

Storm Water Quality Control Measure or Pollutant Source	Inspection Frequency	Operations/Maintenance Activities
<p>1 - “Don’t dump – Drains to Ocean” Placard maintenance at all onsite catch basins/inlets.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p>	<p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Yearly</p> <p><input type="checkbox"/> Prior to Rainy Season (Oct 1st)</p> <p><input type="checkbox"/> End of Rainy Season (April 15th)</p> <p><input type="checkbox"/> After large Rain Events</p> <p><input type="checkbox"/> Minimum of __ times per year</p> <p><input type="checkbox"/> As Needed (Minimum of yearly)</p> <p><input type="checkbox"/> Other _____</p>	<p>Replace placard if missing, defaced, or unreadable.</p>
<p>2 - Onsite Trash Enclosure to be provided with a solid roof and to be kept clean and free of spills.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p>	<p><input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly</p> <p><input type="checkbox"/> Prior to Rainy Season (Oct 1st)</p> <p><input type="checkbox"/> End of Rainy Season (April 15th)</p> <p><input type="checkbox"/> After large Rain Events</p> <p><input type="checkbox"/> Minimum of __ times per year</p> <p><input type="checkbox"/> As Needed (Minimum of yearly)</p> <p><input type="checkbox"/> Other _____</p>	<p>a) Remove trash and debris from floor and walls of enclosure.</p> <p>b) Inspect roof structure for leaks and repair as needed.</p>

Storm Water Quality Control Measure or Pollutant Source	Inspection Frequency	Operations/Maintenance Activities
<p>3 - Onsite storm drain system to be kept clean and clear of obstructions.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p>	<p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly</p> <p><input checked="" type="checkbox"/> Prior to Rainy Season (Oct 1st)</p> <p><input checked="" type="checkbox"/> End of Rainy Season (Apr 15th)</p> <p><input checked="" type="checkbox"/> After large Rain Events</p> <p><input type="checkbox"/> Minimum of __ times per year</p> <p><input checked="" type="checkbox"/> As Needed (Minimum of yearly)</p> <p><input type="checkbox"/> Other _____</p>	<p>Inspect and clean onsite catch basins and storm drain piping.</p>
<p>4 - Parking lot(s) to be maintained free of litter and debris.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p>	<p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly</p> <p><input checked="" type="checkbox"/> Prior to Rainy Season (Oct 1st)</p> <p><input type="checkbox"/> End of Rainy Season (April 15th)</p> <p><input type="checkbox"/> After large Rain Events</p> <p><input type="checkbox"/> Minimum of __ times per year</p> <p><input checked="" type="checkbox"/> As Needed (Minimum of yearly)</p> <p><input type="checkbox"/> Other _____</p>	<p>Sidewalks and parking lots to be swept regularly to prevent accumulation of litter and debris. Litter, debris, and any cleaning agents will be trapped and collected to prevent entry into storm drain system.</p>

5 – INF-6: Proprietary Infiltration

Proprietary infiltration products allow for infiltration and subsurface storage while offering durable prefabricated structures. There are many varieties of proprietary infiltration based Control Measures.

Inspection Frequency

- Monthly Quarterly Yearly
- Prior to Rainy Season (Oct 1st)
- End of Rainy Season (April 15th)
- After large Rain Events
- Minimum of 2 times per year (First Year)
- As Needed (Minimum of yearly)
- Other _____

Operations/Maintenance Activities

Proprietary Infiltration devices maintenance mainly involves regular cleaning of pre-treatment devices and management of adjacent areas to limit sediment contamination and prevent clogging caused by fine sediment.

The following operations and maintenance activities along with regular inspections are important for proper function of Proprietary Infiltration devices:

- 1) Regular inspection and removal of sediment, debris, and trash from device.
- 2) Inspect and repair flow entrances, ponding areas, and surface overflow areas if erosion is evident
- 3) Inspect and control for mosquitoes and other vectors as necessary.
- 4) Maintenance of pre-treatment filtration devices is critical to prevention of loss of long-term infiltration capability of Proprietary Infiltration devices. If drawdown time is observed to have increased significantly over the design drawdown time of ____ hours, cleaning of device may be necessary. This is an expensive maintenance activity and the need for it can be minimized through prevention of upstream erosion and proper maintenance of pre-treatment devices.
- 6) Additional manufacturer specific Operations/Maintenance Activities are included in Attachment E.
- 7) Perform inspections and complete **I.5 – Infiltration BMP Inspection and Maintenance Checklist** (Found in Section 7 – Basic Inspection and Maintenance Activities) at frequency specified in Inspection Frequency section. Maintain records of completed inspections for a minimum of five years.

6 – PT-2: Catch Basin Insert

Catch Basin Inserts are manufactured filters or fabric placed in a drop inlet to remove sediment and debris and may include sorbent media (oil absorbent pouches) to remove floating oils and grease.

Inspection Frequency

- Monthly Quarterly Yearly
- Prior to Rainy Season (Oct 1st)
- End of Rainy Season (April 15th)
- After large Rain Events
- Minimum of 3 times per year
- As Needed (Minimum of yearly)
- Other _____

Operations/Maintenance Activities

Catch Basin Insert maintenance mainly involves regular inspection, cleaning, and filter/sorbent replacement.

The following operations and maintenance activities along with regular inspections are important for proper function of Catch Basin Inserts:

- 1) Regular inspection and removal of sediment, debris, and trash from device. Initial inspection should be performed every 3 months and after every storm greater than 0.2 inches of rainfall. A revised inspection schedule should be determined based on the rate of sediment accumulation observed during initial inspections.
- 2) Inspection (every 3 months) and replacement of filter/sorbent media.
- 3) Inspect inlet and outlet openings for clogging.
- 4) Inspect and control for mosquitoes and other vectors as necessary.
- 5) Additional manufacturer specific Operations/Maintenance Activities are included in Attachment E.
- 6) Perform inspections and complete **I.10 – Proprietary Device Inspection and Maintenance Checklist** (Found in Section 7 – Basic Inspection and Maintenance Activities) at frequency specified in Inspection Frequency section. Maintain records of completed inspections for a minimum of five years.

I.5 Infiltration BMP Inspection and Maintenance Checklist

Date: _____ Work Order # _____

Type of Inspection: post-storm annual routine post-wet season pre-wet season

Facility: _____ Inspector(s): _____

Defect	Conditions When Maintenance Is Needed	Inspection Result (0,1, or 2) [†]	Date Maintenance Performed	Comments or Action(s) Taken to Resolve Issue
Appearance, vegetative health	Mowing and trimming vegetation is needed to prevent establishment of woody vegetation, and for aesthetic and vector reasons.			
Vegetation	Poisonous or nuisance vegetation or noxious weeds.			
	Excessive loss of turf or ground cover (if applicable).			
Trash & Debris	Trash and debris > 5 cf/1,000 sf (one standard size garbage can).			
Contaminants and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants.			
Erosion	Undercut or eroded areas at inlet or outlet structures.			
Sediment and Debris	Accumulation of sediment, debris, and oil/grease on surface, inflow, outlet or overflow structures.			
Sediment and Debris	Accumulation of sediment and debris, in sediment forebay and pretreatment devices.			
Water drainage rate	Standing water, or by visual inspection of wells (if available), indicates design drain times are not being achieved (i.e., within 72 hours).			

APPENDIX I: STORMWATER BMP MAINTENANCE PLAN GUIDANCE AND CHECKLISTS

Defect	Conditions When Maintenance Is Needed	Inspection Result (0,1, or 2) [†]	Date Maintenance Performed	Comments or Action(s) Taken to Resolve Issue
Media clogging surface layer	Lift surface layer (and filter fabric if installed) and check for media clogging with sediment (function may be able to be restored by replacing surface aggregate/filter cloth).			
Media clogging	Lift surface layer (and filter fabric if installed) and check for media clogging with sediment (partial or complete clogging which may require full replacement).			

[†]Maintenance: Enter 0 if satisfactory, 1 if maintenance is needed and include WO#. Enter 2 if maintenance was performed same day.

Attachment E

Isolator[®] Row Plus

O&M Manual



The Isolator[®] Row Plus

Introduction

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row Plus is a technique to inexpensively enhance Total Suspended Solids (TSS) and Total Phosphorus (TP) removal with easy access for inspection and maintenance.

The Isolator Row Plus

The Isolator Row Plus is a row of StormTech chambers, either SC-160, SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-7200 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for sediment settling and filtration as stormwater rises in the Isolator Row Plus and passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow stormwater to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row Plus protecting the adjacent stone and chambers storage areas from sediment accumulation.

ADS geotextile fabric is placed between the stone and the Isolator Row Plus chambers. The woven geotextile provides a media for stormwater filtration, a durable surface for maintenance, prevents scour of the underlying stone and remains intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the chamber's sidewall. The non-woven fabric is not required over the SC-160, DC-780, MC-3500 or MC-7200 models as these chambers do not have perforated side walls.

The Isolator Row Plus is designed to capture the "first flush" runoff and offers the versatility to be sized on a volume basis or a flow-rate basis. An upstream manhole provides access to the Isolator Row Plus and includes a high/low concept such that stormwater flow rates or volumes that exceed the capacity of the Isolator Row Plus bypass through a manifold to the other chambers. This is achieved with an elevated bypass manifold or a high-flow weir. This creates a differential between the Isolator Row Plus row of chambers and the manifold to the rest of the system, thus allowing for settlement time in the Isolator Row Plus. After Stormwater flows through the Isolator Row Plus and into the rest of the chamber system it is either exfiltrated into the soils below or passed at a controlled rate through an outlet manifold and outlet control structure.

The Isolator Row FLAMP[™] (patent pending) is a flared end ramp apparatus attached to the inlet pipe on the inside of the chamber end cap. The FLAMP provides a smooth transition from pipe invert to fabric bottom. It is configured to improve chamber function performance by enhancing outflow of solid debris that would otherwise collect at the chamber's end. It also serves to improve the fluid and solid flow into the access pipe during maintenance and cleaning and to guide cleaning and inspection equipment back into the inlet pipe when complete.

The Isolator Row Plus may be part of a treatment train system. The treatment train design and pretreatment device selection by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, StormTech recommend using the Isolator Row Plus to minimize maintenance requirements and maintenance costs.

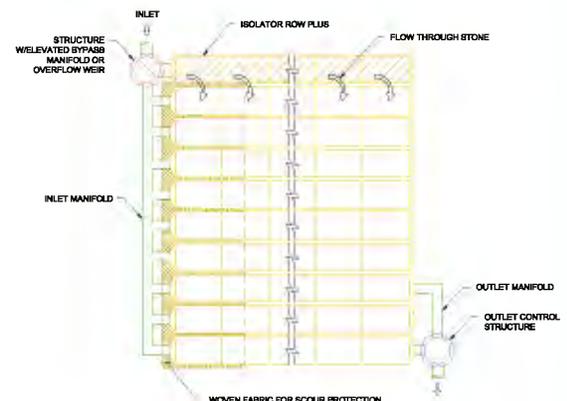
Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row Plus.



Looking down the Isolator Row PLUS from the manhole opening, ADS PLUS Fabric is shown between the chamber and stone base.



StormTech Isolator Row PLUS with Overflow Spillway (not to scale)



Isolator Row Plus Inspection/Maintenance

Inspection

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row Plus should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row Plus incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row Plus, clean-out should be performed.

Maintenance

The Isolator Row Plus was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided

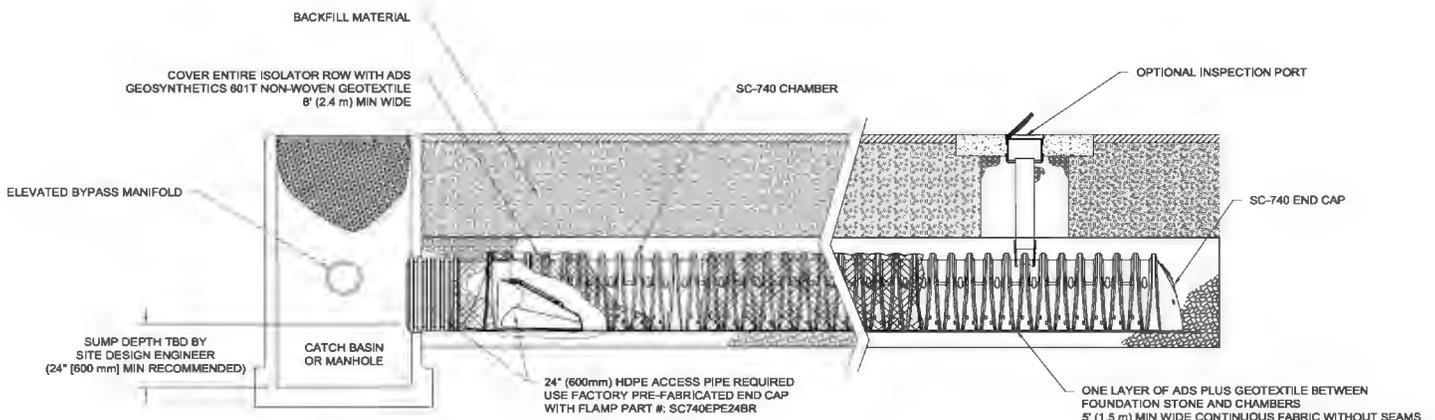
via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row Plus while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. StormTech recommends a maximum nozzle pressure of 2000 psi be utilized during cleaning. JetVac reels can vary in length. For ease of maintenance, ADS recommends Isolator Row Plus lengths up to 200' (61 m). **The JetVac process shall only be performed on StormTech Isolator Row Plus that have ADS Plus Fabric (as specified by StormTech) over their angular base stone.**



StormTech Isolator Row PLUS (not to scale)

Note: Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-7200 chamber models and is not required over the entire Isolator Row PLUS.



Isolator Row Plus Step By Step Maintenance Procedures

Step 1

Inspect Isolator Row Plus for sediment.

- A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
 - iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.
- B) All Isolator Row Plus
 - i. Remove cover from manhole at upstream end of Isolator Row Plus
 - ii. Using a flashlight, inspect down Isolator Row Plus through outlet pipe
 - 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 - 2. Follow OSHA regulations for confined space entry if entering manhole
 - iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2. If not, proceed to Step 3.

Step 2

Clean out Isolator Row Plus using the JetVac process.

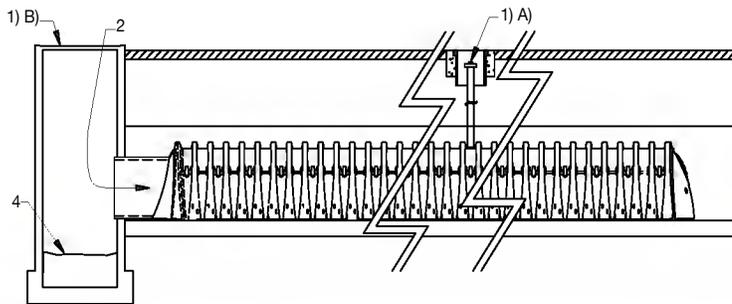
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

Step 3

Replace all caps, lids and covers, record observations and actions.

Step 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



Sample Maintenance Log

Date	Stadia Rod Readings		Sedi-ment Depth (1)-(2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row PLUS, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

adspipe.com

800-821-6710



OXNARD SCHOOL DISTRICT

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

PUBLIC HEARING NOTICE

OXNARD SCHOOL DISTRICT CONSIDERATION OF GRANT OF EASEMENT FOR WATER FACILITIES AND COVENANT FOR STORM WATER MEASURES

NOTICE IS HEREBY GIVEN THAT THE Board of Trustees of the Oxnard School District, Oxnard, California, will hold a public hearing at a regular meeting of the Board of Trustees on May 15, 2024 at 7:00 p.m., or as soon thereafter as these matters may be heard, to consider conveyance of an Easement Deed and a Covenant for Storm Water Measures to the City of Oxnard. The location of this Board Meeting will be the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030.

The Oxnard School District has applied to the City of Oxnard to permit certain necessary connections to the City's water and storm water systems for the Rose Avenue Elementary School. The City has informed the District that it will only allow the connections if the District grants and conveys to the City an easement concerning certain water facilities and a covenant concerning certain storm water runoff measures. After the Public Hearing, the Board will consider adopting a Resolution Approving the Conveyance of an Easement and Covenant to the City of Oxnard.

The Board adopted the following resolution declaring its intention to convey an easement and covenant at the public meeting held by the Board on Wednesday, May 15, 2024:

RESOLUTION NO. 23-20; RESOLUTION OF THE BOARD OF TRUSTEES OF OXNARD SCHOOL DISTRICT DECLARING ITS INTENT TO GRANT AND CONVEY AND DEDICATE TO THE CITY OF OXNARD A WATER UTILITY EASEMENT, TOGETHER WITH CERTAIN INSTALLED WATER FACILITIES CONSTRUCTED BY DISTRICT THEREIN, TO GRANT CERTAIN RELATED INGRESS AND EGRESS RIGHTS, AND TO MAKE CERTAIN COVENANTS AND GRANT TO THE CITY CERTAIN RIGHTS CONCERNING THE IMPLEMENTATION AND MAINTENANCE OF CERTAIN STORMWATER FACILITIES

All members of the public may submit comments to the Board for the public hearing prior to the meeting. Questions and/or comments should be directed to Valerie Mitchell, Assistant Superintendent of Business and Fiscal Services at (805) 385-1501, ext. 2401 or delivered to the District's administrative office located at 1051 South A Street, Oxnard, CA 93030.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: May 01, 2024

Agenda Section: Section D: Action Items

Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Rosemary Ramirez to serve as an 8th Grade Special Education Mild to Moderate Teacher at Lopez Academy for the 2024/2025 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a Provisional Internship Permit, in Special Education, Mild to Moderate Support Needs, for **Rosemary Ramirez** to Serve as an 8th grade Special Education Mild to Moderate teacher at Lopez Academy for the 2024/2025 School Year until the employee receives a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 01, 2024

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (DeGenna)

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

- April 17, 2024 Regular Meeting
- April 22, 2024 Special Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board approve the minutes of Board meetings, as presented.

ADDITIONAL MATERIALS:

- Attached:** [Minutes April 17 2024 Regular Meeting \(16 pages\)](#)
[Minutes April 22 2024 Special Meeting \(3 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

MINUTES REGULAR BOARD MEETING Wednesday, April 17, 2024

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

April 17, 2024

Section A: PRELIMINARY

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

Clerk Madrigal Lopez called the meeting to order at 5:02 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, and Monica Madrigal Lopez. President Veronica Robles-Solis arrived during closed session. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Sadie Serrato, 3rd grade student in Ms. Cano's class at Harrington School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Caileen Garcia, 3rd grade student in Mrs. Walrod's class at Harrington School, read the district's Mission and Vision Statement in English. Julian Ruiz, 5th grade student in Mrs. Andrade's class at Harrington School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Harrington School

Rosaura Castellanos, Principal, provided a presentation about Harrington School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following changes:

- Item A.7. – Recognition of Oxnard School District Spelling Bee Winners (DeGenna) should be changed to “Recognition of Oxnard School District Students that qualified to compete in the County Spelling Bee”. In addition to qualifying for the County competition, Sophia Hori is also the 1st place winner for the Oxnard School District Spelling Bee.
- Item C.25 – Ratification of Amendment #1 to Agreement #22-212 - Ventura County Office of Education/SELPA (Fox/Nocero) – funding source needs to be changed from “Special Education Funds” to “MAA Funds”

Motion #23-139 Adoption of Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt as Amended

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

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

April 17, 2024

A.6. Recognition of Alpha Kappa Alpha African American Speech Exposition Winners (DeGenna)

The Board of Trustees recognized the winners of the Alpha Kappa Alpha African American Speech Exposition, held at Marshall School on Saturday, February 24, 2024.

1st place: Sebastian Kempton - Harrington School

2nd place: Jaylee Gomez - Ramona School

3rd place: Amiah-Faith Weaver -Marshall School

A.7. Recognition of Oxnard School District Spelling Bee Winners (DeGenna)

The Board of Trustees recognized the students that qualified to compete in the County Spelling Bee.

Sophia Hori - Soria School

Isaac Cortez - Marina West School

In addition to qualifying for the County competition, Sophia Hori is also the 1st place winner of the Oxnard School District Spelling Bee, held at McAuliffe School on Tuesday, February 20, 2024.

A.8. Recognition of Lopez Staff Members (DeGenna)

The Board of Trustees recognized Lopez Academy staff members for their heroic actions during a recent crisis at the school site.

Principal - Genaro Magaña

Teacher - Patricia Bentley

Teacher - Eric Steiner

A.9. Study Session - Mental Health and Wellness Overview (Fox/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, and Tara Ramirez, Manager, Federal & State Grants, presented information relative to the district's school-based mental health and wellness team.

A.10. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no speakers.

A.11. Closed Session

The Board of Trustees convened to closed session at 6:13 p.m. to consider the following items:

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

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

- Case #2023-CUOE015904
- OAH Case #2023120693
- 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

A.12. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:02 p.m.

A.13. Report Out of Closed Session

President Robles-Solis reported on the following actions taken during closed session:

Motion #23-140 Approval of Settlement Agreement - OAH Case #2023120693
 Mover: MaryAnn Rodriguez
 Seconder: Rose Gonzales
 Moved To: Approve
 Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez
 Absent: 1 - Veronica Robles-Solis
 Motion Result: Passed

A.14. Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

The newly appointed Oxnard School District administrators were introduced to the Board
 of Trustees:

- Rob Scheerger, Manager, Special Education
- Sarah Verduzco, Assistant Director, Child Nutrition Services

Section B: PUBLIC COMMENT/HEARINGS

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

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

- Jasmine Duron re: communication of District events
- Stacie Thurman re: approval of 2023-24 OEA Collective Bargaining Agreement & negotiations

B.2. Conduct Public Hearing and Consider Adoption of Resolution No. 23-15 of the Board of Trustees of the Oxnard School District to Adopt the Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Study Prepared for the Oxnard School District by Woolpert, Inc. Pursuant to Government Code Section 66016.5 (Mitchell)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, and Angela Bañuelos of Woolpert, Inc. conducted a public hearing and provided information regarding the New Residential and Commercial/Industrial Development Project Study. Following the public hearing Assistant Superintendent Mitchell recommended the Board's approval of Resolution No. 23-15 of the Board of Trustees of the Oxnard School District to Adopt the Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Study Prepared for the Oxnard School District by Woolpert, Inc. Pursuant to Government Code Section 66016.5.

Motion #23-141 Adoption of Resolution No. 23-15 of the Board of Trustees of the Oxnard School District to Adopt the Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Study Prepared for the Oxnard School District by Woolpert, Inc. Pursuant to Government Code Section 66016.5

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

B.3. Conduct Public Hearing and Consider Adoption of Resolution No. 23-17 of the Board of Trustees of the Oxnard School District to Update Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 (Mitchell)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, conducted a public hearing and provided information regarding the Statutory School Fees imposed on new Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620. Following the public hearing Assistant Superintendent Mitchell recommended the Board's approval of Adoption of Resolution No. 23-17 of the Board of Trustees of the Oxnard School District to Update Statutory School Fees Imposed on New Residential and

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

Commercial/Industrial Development Projects Pursuant to Education Code Section 17620.

Motion #23-142 Adoption of Resolution No. 23-17 of the Board of Trustees of the Oxnard School District to Update Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620

Mover: MaryAnn Rodriguez

Seconder: Brian Melanephy

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #23-143 Approval of Consent Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve as Amended

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

C.1. Request for Approval of Out-of-State Conference Attendance (DeGenna)

For Sofia Camarena, Diana Huizar, Eliseo Tavira and Alma Limon to attend the American Association of Interpreters and Translators in Education's (AAITE) EDU-CON 2024 conference May 2-4, 2024 in Washington, DC, in the amount not to exceed \$2,000.00 per attendee, to be paid out of Title III Funds.

C.2. Certification of Signatures (Mitchell)

As presented.

C.3. Enrollment Report (Mitchell)

As presented.

C.4. Purchase Order/Draft Payment Report #23-09 (Mitchell/Franz)

As presented.

C.5. Ratification of Allocations of Offsite Improvements Contract Contingency #6 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave.

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

Elementary School Reconstruction Project (Mitchell/Miller/CFW)

To ratify the Allocation #6 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00). There have been allocations totaling One Hundred Seven Thousand Three Hundred Forty-Four Dollars and Sixty-Two Cents (\$107,344.62) leaving a fund balance of Forty-Two Thousand Six Hundred Fifty-Five Dollars and Thirty-Eight Cents (\$42,655.38).

C.6. Ratification of Allocations of Contract Contingency #007 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)

To ratify the Allocation #7 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00). There have been allocations totaling Two Hundred Sixty-Four Thousand Three Hundred Fifty-Three Dollars and Twenty-One Cents (\$264,353.21) leaving a fund balance of Five Hundred Thirty-Three Thousand Three Hundred Thirteen Dollars and Seventy-Nine Cents (\$533,313.79).

C.7. Ratification of Allocations of Project E&O Contingency #8 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)

To ratify the Allocation #8 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00). There have been allocations totaling One Hundred Sixty-Nine Thousand Six Hundred Eighty-Five Dollars and Five Cents (\$169,685.05) leaving a fund balance of Seven Hundred Twenty-Seven Thousand Six Hundred Eighty-Nine Dollars and Ninety-Five Cents (\$727,689.95).

C.8. Ratification of Allocations of Contract Contingency #009 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)

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

To ratify the Allocation #009 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00). There have been allocations totaling Two Hundred Seventy-Four Thousand Eight Hundred Twenty-Five Dollars and Twenty-Six Cents (\$274,825.26) leaving a fund balance of Five Hundred Twenty-Two Thousand Eight Hundred Forty-One Dollars and Seventy-Four Cents (\$522,841.74).

C.9. Ratification of Allocations of Contract Contingency #10 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease- Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)

To ratify the Allocation #10 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00). There have been allocations totaling Three Hundred Six Thousand Seven Hundred Fifty-Nine Dollars and Forty-One Cents (\$306,759.41) leaving a fund balance of Five Hundred Ninety Thousand Six Hundred Fifteen Dollars and Fifty-Nine Cents (\$590,615.59).

C.10. Ratification of Allocations of Contract Contingency #11 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)

To ratify the Allocation #11 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00). There have been allocations totaling Three Hundred Twenty-Two Thousand One Hundred Thirty-Nine Dollars and Forty-Nine Cents (\$322,139.49) leaving a fund balance of Four Hundred Seventy-Five Thousand Five Hundred Twenty-Seven Dollars and Fifty-One Cents (\$475,527.51).

C.11. Ratification of Allocations of Contract Contingency #12 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose. Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)

To ratify the Allocation #12 Approval Documents as presented and the distributions of the funds

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

reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00). There have been allocations totaling Four Hundred Forty-Eight Thousand One Hundred Eighty-Two Dollars and Twenty-Five Cents (\$448,182.25) leaving a fund balance of Three Hundred Forty-Nine Thousand Four Hundred Eighty-Four Dollars and Seventy-Five Cents (\$349,484.75).

C.12. Ratification of Allocations of Contract Contingency #13 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)

To ratify the Allocation #13 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00). There have been allocations totaling Three Hundred Ninety-Four Thousand One Hundred Thirty-Five Dollars and Sixty-One Cents (\$394,135.61) leaving a fund balance of Five Hundred Three Thousand Two Hundred Thirty-Nine Dollars and Thirty-Nine Cents (\$503,239.39).

C.13. Rejection of Formal Bid Award, Bid #23-07, Pavement Rehab Project 2024 - Ritchen School (Mitchell/Miller)

As presented.

C.14. Rejection of Formal Bid Award, Bid # 23-09, Ritchen Elementary School Modernization Project (Mitchell/Miller/CFW)

As presented.

C.15. Acceptance of Disclosure of Collective Bargaining Agreement with OEA (Mitchell/Núñez)

For a 4% on-schedule salary increase, retroactive to July 1, 2023, and a 2% one time, off-schedule salary increase, retroactive to July 1, 2023, in the amount of \$5,270,553.00, to be paid from a combination of LCFF Supplemental & Concentration, and various Restricted Resources.

C.16. Approval of the 2023-24 Quarterly Report on Williams Uniform Complaints, Third Quarter (Torres)

As presented.

C.17. Establishment and Abolishment of Positions (Torres/Fuentes)

As presented.

C.18. Personnel Actions (Torres/Fuentes)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.19. Approval of Agreement #23-233 – Shelter Care Resources (Fox/Nocero)

For programs such as Food Pantry, Clothing and Hygiene Closet, and Housing Assistance to assist students and their families, April 18, 2024 through June 30, 2025, at no cost to Oxnard School District.

C.20. Approval of Agreement #23-255 – Dynamic Influence (Fox/Tapia)

To provide two presentations for students titled "Let's Talk Respect" (Grades 6-8) and "Seeing Through the Vapor" (Grades 6-7), April 18, 2024 through June 30, 2024, in the amount of \$5,495.00, to be paid out of Title 1 Funds.

C.21. Approval of Agreement #23-267 – United Way of Ventura County (Fox/Nocero)

To conduct preventive on-site oral health education, screening, and fluoride varnish application events for students during the 2023-2024, 2024-2025, and 2025-2026 school years, at no cost to Oxnard School District.

C.22. Award of Formal Bid #23-06 and Approval of Agreement #23-279 J&H Engineering General Contractors - Pavement Rehab Project 2024 (Lopez, Marina West, and Ramona Schools) (Mitchell/Miller)

To award Bid #23-06, Pavement Rehab Project 2024 – Lopez, Marina West, and Ramona Schools, and enter into Agreement #23-279 with J & H Engineering General Contractors, Inc., in the amount of \$1,010,262.78, to be paid out of Deferred Maintenance funds.

C.23. Award of Formal Bid #23-08 and Approval of Agreement #23-281 BC Rincon Construction, Inc. - Pavement Rehab Project 2024 (Kamala, McAuliffe, and Sierra Linda Schools) (Mitchell/Miller)

To award Bid #23-08, Pavement Rehab Project 2024 – Kamala, McAuliffe, and Sierra Linda Schools and enter into Agreement #23-281 with BC Rincon Construction Inc., in the amount of \$893,727.65, to be paid out of Deferred Maintenance Funds.

C.24. Approval of Agreement #23-284 – Mobile Ed Productions Inc. (Fox/Higa)

To provide a Sky Dome planetarium performance (an assembly about the solar system through a portable and inflatable planetarium) at Frank Academy on June 4, 2024, in the amount not to exceed \$1,795.00, to be paid out of Title 1 Funds.

Section C: RATIFICATION OF AGREEMENTS

C.25. Ratification of Amendment #1 to Agreement #22-212 - Ventura County Office of

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

Education/SELPA (Fox/Nocero)

For updated contract services from Social Emotional Specialists during the 2023-2024 school year, in the amount not to exceed \$49,585.44, to be paid out of Special Education Funds.

C.26. Ratification of Amendment #1 to Agreement #23-01 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

For updated contract services from Special Orientation and Mobility Specialists for the Special Education department during the 2023-2024 school year, in the amount not to exceed \$36,560.88, to be paid out of Special Education Funds.

C.27. Ratification of Amendment #1 to Agreement #23-02 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

To reflect updated contract services for Physical Therapy Specialists for the Special Education department during the 2023-2024 school year, in the amount of \$39,133.51, to be paid out of Special Education Funds.

C.28. Amendment #1 to Agreement #23-70 – Dial Security (Mitchell/Miller)

For additional services through June 30, 2024 for the new Rose Avenue School site, in the amount of \$1,687.50, to be paid out of Routine Restricted Maintenance Funds.

C.29. Ratification of Agreement #23-285 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)

To provide a program of instruction for Fillmore Unified School District student #HZ071413 for the 2023-2024 school year which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement, the amount of \$79,803.69 to be reimbursed to Oxnard School District.

C.30. Ratification of Agreement #23-286 – Ojai Unified School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)

For providing a program of instruction for Ojai Unified School District student #RS082617 during the 2023-2024 school year which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement, the amount of \$79,803.69 to be reimbursed to Oxnard School District.

C.31. Ratification of Agreement #23-287 – Ocean View School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)

For providing a program of instruction for Ocean View School District student #AA080514 during the 2023-2024 school year which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement, the amount of \$79,803.69 to be reimbursed to Oxnard School District.

C.32. Ratification of Agreement #23-288 with Atlas Technical Consultants LLC for the

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

Doris/Patterson Site (Mitchell/Miller/CFW)

To provide a 5-year re-assessment report on the initial Site Assessment, PEA report, and Soils Management Plan for the Doris Patterson project site, in the amount of \$2,350.00, to be paid by Master Construct and Implementation Funds.

Section D: ACTION ITEMS

D.1. Approval of Implementation of PARS Early Retirement Incentive (DeGenna)

Dr. Ana DeGenna, Superintendent, recommended the Board's approval of the PARS early retirement incentive, as presented.

Motion #23-144 Approval of Implementation of PARS Early Retirement Incentive

Mover: Brian Melanephy

Secunder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

D.2. Consideration and Adoption of Resolution #23-19 of the Oxnard School District Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Election Order" to be held on November 5, 2024 (DeGenna)

Dr. Ana DeGenna, Superintendent, recommended the Board's approval of Resolution #23-19 of the Oxnard School District Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Election Order" to be held on November 5, 2024.

Motion #23-145 Adoption of Resolution #23-19 of the Oxnard School District Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Election Order" to be held on November 5, 2024

Mover: Rose Gonzales

Secunder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

D.3. Approval of Proposition 28 Arts and Music in School Funding School Plans 2024-2025 (Fox)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of the Proposition 28 Arts and Music in School Funding School Plans 2024-2025, as

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

presented.

Motion #23-146 Approval of Proposition 28 Arts and Music in School Funding School Plans 2024-2025

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

D.4. Approval of the Arts, Music, and Instructional Materials (AMIM) Discretionary Block Grant Expenditure Plan (Mitchell/Núñez)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, recommended the Board's approval of the Arts, Music, and Instructional Materials (AMIM) Discretionary Block Grant Expenditure Plan, as presented.

Motion #23-147 Approval of the Arts, Music, and Instructional Materials (AMIM) Discretionary Block Grant Expenditure Plan

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

D.5. Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2023-2024 Collective Bargaining Agreement (Torres/Carroll)

Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Oxnard School District and Oxnard Educators Association ("OEA") 2023-2024 Collective Bargaining Agreement, as presented.

Motion #23-148 Approval of the Oxnard School District and Oxnard Educators Association ("OEA") 2023-2024 Collective Bargaining Agreement

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section E: APPROVAL OF MINUTES

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

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the March 6, 2024 Regular Meeting, the March 11, 2024 Special Meeting, and the March 20, 2024 Regular Meeting, as presented.

Motion #23-149 Approval of Minutes - March 6, 2024 Regular Meeting, March 11, 2024 Special Meeting, March 20, 2024 Regular Meeting

Mover: Rose Gonzales

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading - E 9270 Conflict of Interest (Mitchell)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented revisions to E 9270 Conflict of Interest for First Reading. The revised policy will be presented for Second Reading and Adoption at the May 1, 2024 Board meeting.

F.2. Second Reading and Adoption of BP/AR 5141.2 Administering Medication and Monitoring Health Conditions (Fox/Nocero)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, presented revisions to BP/AR 5141.2 Administering Medication and Monitoring Health Conditions for Second Reading and Adoption.

Motion #23-150 Adoption of Revisions to BP/AR 5141.2 Administering Medication and Monitoring Health Conditions

Mover: Monica Madrigal Lopez

Secunder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section G: CONCLUSION

G.1. Superintendent's Report (3 minutes)

Ana DeGenna

- Open Houses
- Cesar Chavez Art & Writing Competition Awards Ceremony

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

- Migrant Education Program Regional Speech and Debate Tournament 1st Place Winners
- Student Farmer's Market
- OSD Spring Break Program
- OSD Student Profile
- Dr. Jim Cummins Parent Visit
- Strategic Plan Implementation Team
- CSBA Coast 2 Coast Advocacy Trip
- Making a Difference - Genaro Magaña, Patricia Bentley, Eric Steiner
- April Observations
- In memory of Gabriel Hernandez - Kamala School Student

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

Monica Madrigal Lopez

- thank you to everyone that took part in today's meeting - started on a positive note

Rose Gonzales

- thank you to Mrs. Castellanos for presentation
- thank you to heroic Lopez staff
- congratulations to Spelling Bee Winners
- congratulations to AKA Speech Winners
- attended Cesar Chavez Awards event
- enjoyed attending Coast 2 Coast Advocacy Trip

Brian Melanephy

- very motivational meeting tonight - family
- enjoyed attending Driffill Open House & speaking with Mrs. Piña

MaryAnn Rodriguez

- Coast 2 Coast was a wonderful experience - looks forward to other learning opportunities and opportunities to advocate for students

Veronica Robles-Solis

- congratulations to AKA Speech & Spelling Bee winners
- enjoyed CSBA Coast 2 Coast Advocacy trip
- very pleased to read and approve Proposition 28 plans

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:34 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Secunder: Brian Melanephy

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

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and Secretary to the Board of Trustees

By our signature below, given on this 1st day of May, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of April 17, 2024, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

MINUTES SPECIAL BOARD MEETING Monday, April 22, 2024

6:00 PM - Open 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 Assistant Superintendent of Human Resources. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

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

April 22, 2024

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (6:00 PM)

President Robles-Solis called the meeting to order at 6:03 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, Monica Madrigal Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Dr. Ana DeGenna, Superintendent, led the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #23-151 Adoption of Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

A.4. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos por cada ponente)

There were no comments.

A.5. Enhanced Master Construct Special Board Meeting Presentation (Mitchell/Miller/CFW)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, introduced Ernesto Flores, Emilio Flores, Janet Kliegl, Greg Norman, and Gerald Schober of Caldwell Flores Winters, Inc., who provided an overview of the district's Enhanced Master Construct Program for the Board's information.

Section G: CONCLUSION

G.1. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:45 p.m.

Motion to adjourn

Mover: Brian Melanephy

Seconder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales,
MaryAnn Rodriguez
Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 1st day of May, 2024, the Board of Trustees of the Oxnard
School District approves the Minutes of the Special Board Meeting of April 22, 2024, 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

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
April 22, 2024

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 01, 2024

Agenda Section: Section F: Board Policies, First Reading

First Reading-Revision to BP/AR 3550 Food Service/Child Nutrition Program (Mitchell/Corona)

BP/AR 3550 Food Service/Child Nutrition Program has been updated based on the recommendations by the California School Board Association (CSBA). New language is identified in red underline, while deleted language has a strikethrough. The revised policy will be presented for a second reading and adoption at the May 15, 2024 Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Child Nutrition that the Board of Trustees review revisions to BP/AR 3550 Food Service/Child Nutrition Program for first reading, as presented. The revised policy will be presented for second reading and adoption at the May 15, 2024 Board meeting.

ADDITIONAL MATERIALS:

Attached: [BP 3550 Food Service/Child Nutrition Program \(6 pages\)](#)
[AR 3550 Food Service/Child Nutrition Program \(9 pages\)](#)

Policy 3550: Food Service/Child Nutrition Program

Status: ADOPTED

Original Adopted Date: 10/19/2011

The Governing Board of Trustees recognizes that students need adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and maintain fiscal integrity of the programs in accordance with law. in order to grow, learn, and maintain good health. Foods and beverages available through the district's food service program shall:

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. A nutritionally adequate breakfast or lunch is one that qualifies for reimbursement under the most current meal pattern for the federal School Breakfast Program or National School Lunch Program.

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease

(cf. 5141.27 – Food Allergies/Special Dietary Needs)

2. Meet or exceed nutritional standards specified in law and administrative regulation

(cf. 3554 – Other Food Sales)

(cf. 5030 – Student Wellness)

(cf. 5148 – Child Care and Development)

(cf. 5148.2 – Before/After School Programs)

(cf. 5148.3 – Preschool/Early Childhood Education)

3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits. The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables.

(cf. 6142.8 – Comprehensive Health Education)

4. Be served in age-appropriate portions

5. ~~Be sold at reasonable prices~~ Be available to students who meet federal eligibility criteria at no cost or at reduced prices, and to other students at reasonable prices

~~(cf. 3551 – Food Service Operations/Cafeteria Fund)~~

~~(cf. 3553 – Free and Reduced Price Meals)~~

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

The Board desires to provide students with adequate time and space to eat meals. [\(Education Code 49501.5\)](#) To the extent possible, school, recess, and transportation schedules shall be designed to encourage participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school facilities for cafeteria eating and food preparation.

~~(cf. 1312.4 – Williams Uniform Complaint Procedures)~~

~~(cf. 3517 – Facilities Inspection)~~

~~(cf. 7110 – Facilities Master Plan)~~

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation process, from receiving to service.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food services program meets state and federal nutrition standards for foods and beverages. ~~regarding the district's compliance with state and federal nutritional standards for foods and beverages.~~

~~(cf. 0500 – Accountability)~~

~~(cf. 3555 – Nutrition Program Compliance)~~

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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.

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5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51798	School instructional gardens
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

Federal	Description
42 USC 1751-1769j	School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program

7 CFR 215.1-215.18

Special Milk Program

7 CFR 220.2-220.22

National School Breakfast Program

7 CFR 245.1-245.13

Eligibility for free and reduced-price meals and free milk

Management Resources

Description

California Department of Education
Publication

[Healthy Children Ready to Learn, 2006](#)

California Department of Education
Publication

[Professional Standards in the School Nutrition Programs,
Management Bulletin SNP-13-2020, Updated January 2022](#)

California Department of Food and
Agriculture Pub

[Planting the Seed: Farm to School Roadmap for Success,
February 2022](#)

California Project Lean Publication

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[Student Wellness: A Healthy Food and Physical Activity
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U.S. Department of Agriculture
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[School Breakfast Toolkit](#)

U.S. Department of Agriculture
Publication

[Civil Rights Compliance and Enforcement - Nutrition
Programs and Activities, FNS Instruction 113-1, November
2005](#)

U.S. Department of Agriculture
Publication

[Dietary Guidelines for Americans, 2020](#)

U.S. Department of Agriculture
Publication

[Food Buying Guide for Child Nutrition Programs, May 2022](#)

U.S. Department of Agriculture
Publication

[Fresh Fruit and Vegetable Program: Handbook for Schools,
December 2010](#)

U.S. Department of Agriculture
Publication

[Guidance for School Food Authorities: Developing a School
Food Safety Program Based on the Process Approach to
HACCP Principles, June 2005](#)

Website

[California Department of Food and Agriculture, Office of
Farm to Fork](#)

Website

[CSBA District and County Office of Education Legal Services](#)

Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Farm Bureau Federation
Website	Nourish California
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	Centers for Disease Control and Prevention
Website	California School Nutrition Association
Website	California Department of Education, School Nutrition
Website	National Alliance for Nutrition and Activity
Website	California Department of Public Health
Website	California Healthy Kids Resource Center
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3000	Concepts And Roles
3260	Fees And Charges
3260	Fees And Charges
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3517	Facilities Inspection
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund

3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4131	Staff Development
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
5030	Student Wellness
5030	Student Wellness
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6176	Weekend/Saturday Classes
6176	Weekend/Saturday Classes
7110	Facilities Master Plan

Regulation 3550: Food Service/Child Nutrition Program

Status: ADOPTED

Original Adopted Date: 10/19/2011

Nutritional Standards for Elementary School Meals

At each elementary school, the only foods that may be sold to a student during the school day are either: Meals, food items, and beverages provided through the district's food services program shall: (Education Code 49531, 49501.5, 49553; 42 USC 1758, 1773)

1. Full meals, defined by Education Code 49430 as a combination of food items that meet National School Lunch or Breakfast Program meal pattern requirements or the state's menu planning options of Shaping Health as Partners in Education (SHAPE); or Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10, 220.8, or 220.23 as applicable
2. Individually sold portions of nuts, nut butters, seeds, eggs, cheese packaged for individual sale, fruit, vegetables that have not been deep fried, and legumes- Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

Nutritional Standards for National School Lunch and Breakfast Program

Any school participating in the National School Lunch Program and/or School Breakfast Program pursuant to 42 USC 1751-1769h and 1771-1791 shall serve meals that, on average over each school week: (Education Code 49531; 42 USC 1758, 1773; 7 CFR 210.10, 220.8)

1. Meet the nutrient levels and calorie requirements appropriate for the ages/grade levels served and the menu planning approach used, as specified in 7 CFR 210.10 or 220.8
2. Provide one-fourth (breakfast) or one-third (lunch) of the Recommended Dietary Allowances for protein, calcium, iron, vitamin A, and vitamin C appropriate for the ages/grade levels served and the menu planning approach used
3. Comply with applicable Dietary Guidelines for Americans which recommend:
 - a. Limiting the percentage of calories from saturated fat to less than 10 percent of total calories offered
 - b. Limiting the percentage of calories from total fat to 30 percent of total calories offered
 - c. Reducing sodium and cholesterol levels
 - d. Increasing the level of dietary fiber

(cf. 5030 – Student Wellness)

(cf. 5141.27 – Food Allergies/Special Dietary Needs)

Nutritional Standards for Free and Reduced-Price Meals Program

Any school that has students who meet federal eligibility criteria for free or reduced-price meals shall: (Education Code 49430.7)

1. Ensure that meals meet National School Lunch and/or Breakfast Program nutritional guidelines or the state's menu planning options of SHAPE
2. Not sell or serve a food item that the district or school has deep fried, par fried, or flash fried, as defined in Education Code 49430, or that has been deep fried, par fried, or flash fried as part of the manufacturing process in an oil or fat prohibited by Education Code 49430.7
3. Not sell or serve a food item containing artificial trans fat, including vegetable shortening, margarine, or any kind of hydrogenated or partially hydrogenated vegetable oil unless the manufacturer's documentation or label lists the trans fat content as less than 0.5 gram per serving

(cf. 3533 – Free and Reduced Price Meals)

Nutritional Standards for Foods Outside the National School Lunch or Breakfast Program

For food items that are not sold as part of the National School Lunch or Breakfast Program, the following nutritional standards shall apply:

1. At each elementary school, an individually sold dairy or whole grain food item may be served to students if it meets all of the following standards: (Education Code 49431)
 - a. Not more than 35 percent of its total calories is from fat.
 - b. Not more than 10 percent of its total calories is from saturated fat.
 - c. Not more than 35 percent of its total weight is composed of sugar, including naturally occurring and added sugar.
 - d. Its total calories do not exceed 175 calories.

(cf. 3554 – Other Food Sales)

2. For foods sold to students in middle, junior high, and high schools: (Education Code 49430, 49431.2)

a. Each entree item shall:

(1) Not exceed 400 calories

(2) Contain no more than four grams of fat per 100 calories

(3) Be categorized as an entree item in the National School Lunch or Breakfast Program

b. For each snack item that supplements a meal:

(1) Not more than 35 percent of its total calories shall be from fat, excluding nuts, nut butters, seeds, eggs, cheese packaged for individual sale, fruits, vegetables that have not been deep fried, or legumes.

(2) Not more than 10 percent of its total calories shall be from saturated fat, excluding eggs or cheese packaged for individual sale.

(3) Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugar, excluding fruits or vegetables that have not been deep fried.

(4) Its total calories shall not exceed 250 calories.

3. Beginning July 1, 2009, any food provided to K-12 students during school hours and within one-half hour before and after school shall not contain or have been prepared with artificial trans fat, including vegetable shortening, margarine, or any kind of partially hydrogenated vegetable oil, unless the manufacturer's documentation or label lists the trans fat content as less than 0.5 grams per serving. (Education Code 49431.7)

Nutritional Standards for Beverages

The only beverages that may be sold to elementary students, regardless of the time of day, are: (Education Code 49431.5)

1. Fruit-based drinks that are composed of no less than 50 percent fruit juice and have no added sweetener
2. Vegetable-based drinks that are composed of no less than 50 percent vegetable juice and have no added sweetener
3. Drinking water with no added sweetener
4. Milk that is 1 percent fat, 2 percent fat, or nonfat; soy milk, rice milk, or other similar nondairy milk

The only beverages that may be sold to middle school or junior high school students from one-half hour before the start of the school day until one-half hour after the end of the school day are: (Education Code 49431.5)

1. Fruit-based drinks that are composed of no less than 50 percent fruit juice and have no added sweetener
2. Vegetable-based drinks that are composed of no less than 50 percent vegetable juice and have no added sweetener
3. Drinking water with no added sweetener
4. Milk that is 1 percent fat, 2 percent fat, or nonfat; soy milk, rice milk, or other similar nondairy milk
5. Electrolyte replacement beverages that contain no more than 42 grams of added sweetener per 20 ounce serving

~~At least 50 percent of the beverages sold to high school students from one-half hour before the start of the school day until one-half hour after the end of the school day shall be those specified in items #1-5 above. Beginning July 1, 2009, all of the beverages sold to high school students from one-half hour before the start of the school day until one-half hour after the end of the school day shall meet the standards specified in items #1-5 above. (Education Code 49431.5)~~

~~(cf. 3552 – Summer Meal Program)~~

~~(cf. 3553 – Free and Reduced Price Meals)~~

~~(cf. 3554 – Other Food Sales)~~

~~(cf. 5030 – Student Wellness)~~

~~(cf. 5141.27 – Food Allergies/Special Dietary Needs)~~

Drinking Water

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Food Safety

The Superintendent or designee shall ensure that the district's food service program meets the sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a school food safety program for the preparation and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) principles. (42 USC 1758)

The district's HACCP plan shall be in writing and shall address the components specified in Health and Safety Code 114419.1 including, but not limited to, methods for determining control measures needed to prevent hazards at each stage of food production, monitoring of the implementation of the food safety program, establishment of corrective actions to be taken if the proper time or temperature range is not met, training of food service employees and supervisors on food safety issues, recordkeeping, and periodic review of the food safety program. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall designate at least one staff member to be responsible for verification of the HACCP plan and shall provide the designated staff member with training in HACCP principles and the contents of the plan. Records of the training shall be retained for the duration of employment or a period of not less than two years, whichever is greater. In addition, the Superintendent or designee shall provide applicable HACCP training to food service employees who work in food preparation and shall document the date, trainer, and subject of the training. (Health and Safety Code 114419.2)

The Superintendent or designee shall provide ongoing staff development on food safety to food service managers and employees. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. The Superintendent or designee shall document the date, trainer, and subject of each training.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

~~(cf. 4231 – Staff Development)~~

Inspection of Food Facilities

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection.

All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

~~(cf. 1340 – Access to District Records)~~

~~(cf. 3580 – District Records)~~

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Ed. Code 51795-51798	School instructional gardens
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Federal

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7 CFR 220.2-220.22	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

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U.S. Department of Agriculture Publication	<u>Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010</u>
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Website	<u>CSBA District and County Office of Education Legal Services</u>
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Website	California Healthy Kids Resource Center
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6173-E PDF(1)	<u>Education For Homeless Children</u>
6173-E PDF(2)	<u>Education For Homeless Children</u>
6176	<u>Weekend/Saturday Classes</u>
6176	<u>Weekend/Saturday Classes</u>
7110	<u>Facilities Master Plan</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 01, 2024

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revision to BP/AR 3551 Food Service Operations/Cafeteria Fund (Mitchell/Corona)

BP/AR 3551 Food Service Operations/Cafeteria Fund has been updated based on the recommendations by the California School Board Association (CSBA). New language is identified in red underline, while deleted language has a strikethrough. The revised policy will be presented for a second reading and adoption at the May 15, 2024 Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Child Nutrition that the Board of Trustees review revisions to BP/AR 3551 Food Service Operations/Cafeteria Fund for first reading, as presented. The revised policy will be presented for second reading and adoption at the May 15, 2024 Board meeting.

ADDITIONAL MATERIALS:

Attached: [BP 3551 Food Service Operations/Cafeteria Fund \(7 pages\)](#)
[AR 3551 Food Service Operations/Cafeteria Fund \(7 pages\)](#)

Policy 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 10/19/2011 | **Last Revised Date:** 12/13/2023 | **Last Reviewed Date:** 12/13/2023

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal Sales

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. After such school meals have been made available to a student, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431, 49501.5)

~~Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)~~

As permitted by law, additional or second meals ~~adult meals~~ and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, [49431](#), 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are authorized by the Superintendent or designee to be on campus. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) [foods](#).

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance.

The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

Cafeteria Fund and Account

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Contracts with Outside Services/Providers

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment, and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

The district's food service program shall give priority to serving freshly prepared onsite meals, using whole or minimally processed sustainable foods which are locally grown or produced, including fresh fruits and vegetables, and to providing plant-based or restricted diet food options for students.

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, the quality of the domestic product is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception for three years from the date of purchase. (Food and Agriculture Code 58596.3)

Furthermore, the district shall accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price for domestic product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

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.

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12 CCR 18928-18998.4	Short-lived climate pollutants
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49010	Educational activity; definition
Ed. Code 49431	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
F&A Code 58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products

H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
Pub. Cont. Code 3410	U.S. produce and processed foods
Federal	Description
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods
Management Resources	Description
CA Dept of Social Services Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Professional Standards in the SNPs, NSD Management Bulletin, SNP-13-2020, rev. January 2022
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023
California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023
California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015

California Department of Education Publication	Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	California School Accounting Manual
U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019
U.S. Department of Agriculture Publication	Procuring Local Foods for Child Nutrition Programs, January 2022
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts
Website	California Department of Education, Accounting
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Social Services
Website	California Department of Education, School Nutrition
Website	California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites
1340	Access To District Records

1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3512	Equipment
3512-E PDF(1)	Equipment
3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.4	Health Examinations

4212	<u>Appointment And Conditions Of Employment</u>
4212.4	<u>Health Examinations</u>
4231	<u>Staff Development</u>
4312.4	<u>Health Examinations</u>
5030	<u>Student Wellness</u>
5030	<u>Student Wellness</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E PDF(1)	<u>Parent/Guardian Notifications</u>

Regulation 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 10/19/2011 | **Last Revised Date:** 12/13/2023 | **Last Reviewed Date:** 12/13/2023

Payments for Meals

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the school year
4. Posting the policy on the district's website

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free and reduced-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

~~Donation of Leftover~~ Food Minimizing Food Waste and Reducing Food Insecurity

The District shall take steps to minimize food waste and reduce food insecurity in district schools. (Health and Safety Code 114079)

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

The district may also provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, non-potentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable

prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

The Superintendent or designee shall maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

Cafeteria Fund and Account

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

The cafeteria fund shall be used only for those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed six months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

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2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
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2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
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Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Social Services
Website	California Department of Education, School Nutrition
Website	California School Nutrition Association

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Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites

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1340	<u>Access To District Records</u>
1340	<u>Access To District Records</u>
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3311	<u>Bids</u>
3312	<u>Contracts</u>
3314.2	<u>Revolving Funds</u>
3400	<u>Management Of District Assets/Accounts</u>
3400	<u>Management Of District Assets/Accounts</u>
3460	<u>Financial Reports And Accountability</u>
3460	<u>Financial Reports And Accountability</u>
3510	<u>Green School Operations</u>
3512	<u>Equipment</u>
3512-E PDF(1)	<u>Equipment</u>
3515.6	<u>Criminal Background Checks For Contractors</u>
3550	<u>Food Service/Child Nutrition Program</u>
3550	<u>Food Service/Child Nutrition Program</u>
3553	<u>Free And Reduced Price Meals</u>
3553	<u>Free And Reduced Price Meals</u>
3554	<u>Other Food Sales</u>
3554	<u>Other Food Sales</u>
3555	<u>Nutrition Program Compliance</u>
3580	<u>District Records</u>

3580	<u>District Records</u>
4112.4	<u>Health Examinations</u>
4212	<u>Appointment And Conditions Of Employment</u>
4212.4	<u>Health Examinations</u>
4231	<u>Staff Development</u>
4312.4	<u>Health Examinations</u>
5030	<u>Student Wellness</u>
5030	<u>Student Wellness</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E PDF(1)	<u>Parent/Guardian Notifications</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 01, 2024

Agenda Section: Section F: Board Policies, First Reading

First Reading-Revision to BP/AR 3553 Free and Reduced Price Meals (Mitchell/Corona)

BP/AR 3553 Free and Reduced Price Meals has been updated based on the recommendations by the California School Board Association (CSBA). New language is identified in red underline, while deleted language has a strikethrough. The revised policy will be presented for a second reading and adoption at the May 15, 2024 Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Child Nutrition that the Board of Trustees review revisions to BP/AR 3553 Free and Reduced Price Meals for first reading, as presented. The revised policy will be presented for second reading and adoption at the May 15, 2024 Board meeting.

ADDITIONAL MATERIALS:

Attached: [BP 3553 Free and Reduced Price Meals \(6 pages\)](#)
[AR 3553 Free and Reduced Price Meals \(7 pages\)](#)

Policy 3553: Free And Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 10/19/2011 | **Last Revised Date:** 06/20/2018

The Governing Board of Trustees recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students in the district's food service program.

Each school day, the district shall make available, ~~provide at least one nutritionally adequate meal each school day, free of charge, or at a reduced price, for students whose families meet federal eligibility criteria.~~ one nutritionally adequate breakfast and one nutritionally adequate lunch for any student who requests a meal. (Education Code 49501.5 ~~49550, 49552~~)

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

To provide optimal nutrition and ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a. The Superintendent or designee shall submit an application to operate a federal universal meal provision to the California Department of Education (CDE) on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564.3)

~~(cf. 3551 – Food Service Operations/Cafeteria Fund)~~

~~(cf. 5148 – Child Care and Development)~~

~~(cf. 5148.2 – Before/After School Programs)~~

~~(cf. 5148.3 – Preschool/Early Childhood Education)~~

~~(cf. 6177 – Summer School)~~

The Superintendent or designee shall ensure that meals ~~ensure that meals provided through the free and reduced price meal program~~ served under the school nutrition program meet applicable state and/or federal nutritional standards, ~~in accordance with law~~ as specified in law Board policy, and administrative regulation. and district-adopted guidelines.

The requirement to provide at least one nutritionally adequate meal to needy students applies during summer school sessions unless the district receives a waiver from the State Board of Education (SBE) under the conditions described in Education Code 49548.

~~(cf. 3550 – Food Service/Child Nutrition Program)~~

~~(cf. 5030 – Student Wellness)~~

The Board shall approve, and shall submit to ~~the California Department of Education~~ CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals are not treated differently from other students and that meets other requirements specified in ~~(Education Code 49557)~~.

~~(cf. 0410 – Nondiscrimination in District Programs and Activities)~~

~~(cf. 5145.3 – Nondiscrimination/Harassment)~~

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be disclosed except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees (LEA Testing Coordinator) to use ~~individual~~ records pertaining to an individual student's eligibility for ~~any~~ the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data

2. ~~In any school identified for program improvement under Title I of the No Child Left Behind Act, identification of students eligible for school choice and supplemental educational services.~~
Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576

~~(cf. 0520.2 – Title I Program Improvement Schools)~~

~~(cf. 5125 – Student Records)~~

~~(cf. 6162.51 – Standardized Testing and Reporting Program)~~

~~(cf. 6171 – Title I Programs)~~

3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist ~~in the continuation of the student's meal benefits.~~ that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she [The Superintendent or designee](#) also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

(cf. 5141.6 – School Health Services)

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State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49564.3	High-poverty schools; universal meal service
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1791	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.10-220.21	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk
Management Resources	Description
California Department of Education Publication	Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, Management Bulletin SNP-12-2015, July 2015
California Department of Education Publication	Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006
U.S. Department of Agriculture Publication	Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002
U.S. Dept of Agriculture Publication	Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2017
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	Nourish California
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, School Nutrition
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities

0460	<u>Local Control And Accountability Plan</u>
0460	<u>Local Control And Accountability Plan</u>
1340	<u>Access To District Records</u>
1340	<u>Access To District Records</u>
1400	<u>Relations Between Other Governmental Agencies And The Schools</u>
3100	<u>Budget</u>
3100	<u>Budget</u>
3260	<u>Fees And Charges</u>
3260	<u>Fees And Charges</u>
3550	<u>Food Service/Child Nutrition Program</u>
3550	<u>Food Service/Child Nutrition Program</u>
3551	<u>Food Service Operations/Cafeteria Fund</u>
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3554	<u>Other Food Sales</u>
3555	<u>Nutrition Program Compliance</u>
4119.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
5030	<u>Student Wellness</u>
5030	<u>Student Wellness</u>
5117	<u>Interdistrict Attendance</u>
5117	<u>Interdistrict Attendance</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5141.6	<u>School Health Services</u>
5141.6	<u>School Health Services</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parent/Guardian Notifications</u>

5145.6-E PDF(1)	<u>Parent/Guardian Notifications</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
6171	<u>Title I Programs</u>
6171	<u>Title I Programs</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E PDF(1)	<u>Education For Homeless Children</u>
6173-E PDF(2)	<u>Education For Homeless Children</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6175	<u>Migrant Education Program</u>
6175	<u>Migrant Education Program</u>
6176	<u>Weekend/Saturday Classes</u>
6176	<u>Weekend/Saturday Classes</u>

Regulation 3553: Free And Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 10/19/2011 | **Last Revised Date:** 06/20/2018

Applications

Education Code 49550 requires all districts to provide at least one nutritionally adequate meal during each school day to low-income students, defined in Education Code 49552 as those who meet federal eligibility criteria for free and reduced-price meals.

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2. ~~It is the responsibility of the district to ensure that applications for free and reduced-price meals and free milk meet the requirements of law.~~

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520, 49557; 42 USC 1758; 7 CFR 245.5)

In addition, the district application form for free and reduced-price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are ~~homeless or migrant~~ experiencing homelessness or who are migratory and comply with other requirements specified in Education Code 49557. An application form and related information shall also be provided whenever a new student is enrolled. (Education Code 48980, 49520; 7 CFR 245.5)

~~(cf. 5145.6 – Parental Notifications)~~

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education. Family income levels that qualify for free or reduced-price meals, by household size, are annually posted on the CDE's web site.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

Pursuant to 42 USC 1758, districts must directly certify for enrollment in the free and reduced-price meals program students who participate in the CalFresh program or California Work Opportunity and Responsibility to Kids (CalWORKs) program. 42 USC 1758 also authorizes, but does not require, districts to directly certify as eligible a student who is homeless, migratory, or a foster youth. For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data. Pursuant to Education Code 49561 and 42 USC 1758, no additional application or further action is required by the household of students who are directly certified.

Education Code 49561 and 42 USC 1758, no additional application or further action is required by the household of students who are directly certified.

Pursuant to 42 USC 1759a, certain districts located in high poverty areas may be eligible to participate in alternative processes for annual determinations of student eligibility for free and reduced-price meals (Provisions 1, 2, 3, and 4).

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a.

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If, as a result of verification activities, any household is to receive a reduction or termination of benefits as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a At least 10 days prior to the actual reduction or termination, the Superintendent or designee shall send a notice of adverse action to the household. of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Districts participating in the Community Eligibility Provision (CEP) are excluded from annual verification of eligibility.

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to use individual records pertaining to student participation in the free and reduced-price meal program for the purpose of disaggregation of academic achievement data or for the identification of students in any program improvement school eligible for school choice and supplemental educational services pursuant to 20 USC 6316 disclose a student's name and eligibility status from individual meal records only for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-657:

OSD LEA Testing Coordinator

In using the records for such purposes, the following conditions shall be satisfied: (Education Code 49558)

In permitting the disclosure of student records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program shall be are maintained in the permanent records of any student if not otherwise allowed by law

(cf. 5125 – Student Records)

2. Information regarding individual student participation in the free and reduced-price meal program shall is not be publicly released

(cf. 4119.23/4219.23/4319.23 – Unauthorized Release of Confidential/Privileged Information)

3. All other confidentiality provisions required by law shall are met
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program shall be is destroyed when no longer needed for its intended purpose

Nondiscrimination Plan

In implementing the district's plan for food service programs for students who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means
3. The students shall not be required to work for their meals ~~or for milk~~
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals at a different time

~~(cf. 0410 – Nondiscrimination in District Programs and Activities)~~

~~(cf. 5145.3 – Nondiscrimination/Harassment)~~

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	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49564.3	High-poverty schools; universal meal service
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
42 USC 1751-1769j	School Lunch Program

42 USC 1771-1791	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.10-220.21	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk
Management Resources	Description
California Department of Education Publication	Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, Management Bulletin SNP-12-2015, July 2015
California Department of Education Publication	Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006
U.S. Department of Agriculture Publication	Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002
U.S. Dept of Agriculture Publication	Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2017
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	Nourish California
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, School Nutrition
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records

1340	<u>Access To District Records</u>
1400	<u>Relations Between Other Governmental Agencies And The Schools</u>
3100	<u>Budget</u>
3100	<u>Budget</u>
3260	<u>Fees And Charges</u>
3260	<u>Fees And Charges</u>
3550	<u>Food Service/Child Nutrition Program</u>
3550	<u>Food Service/Child Nutrition Program</u>
3551	<u>Food Service Operations/Cafeteria Fund</u>
3551	<u>Food Service Operations/Cafeteria Fund</u>
3554	<u>Other Food Sales</u>
3554	<u>Other Food Sales</u>
3555	<u>Nutrition Program Compliance</u>
4119.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
5030	<u>Student Wellness</u>
5030	<u>Student Wellness</u>
5117	<u>Interdistrict Attendance</u>
5117	<u>Interdistrict Attendance</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5141.6	<u>School Health Services</u>
5141.6	<u>School Health Services</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E PDF(1)	<u>Parent/Guardian Notifications</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>

6171	<u>Title I Programs</u>
6171	<u>Title I Programs</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E PDF(1)	<u>Education For Homeless Children</u>
6173-E PDF(2)	<u>Education For Homeless Children</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6175	<u>Migrant Education Program</u>
6175	<u>Migrant Education Program</u>
6176	<u>Weekend/Saturday Classes</u>
6176	<u>Weekend/Saturday Classes</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: May 01, 2024

Agenda Section: Section F: Board Policies, First Reading

First Reading - BP 4119.22/4219.22/4319.22 (Revisions): Dress and Grooming (Torres)

The policies have been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). The new language is identified in red underline, while deleted language is in red and has a strike through.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the attached policies for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [BP 4119.22, 4219.22, 4319.22 Dress and Grooming \(four pages\)](#)

Policy 4119.22/4219.22/4319.22: Dress And Grooming

Status: ADOPTED

Original Adopted Date: ~~11/02/2011~~107/01/2004 | **Last Revised Date:** 10/01/2019 | **Last Reviewed Date:** 10/01/2019

The Board of Trustees believe that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and do not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

The district shall allow employees to appear and dress in a manner consistent with their gender identity or gender expression. (Government Code 12949)

The district shall not discriminate against employees based on hair texture and protective hairstyles, including, but not limited to, braids, locs, and twists. (Government Code 12926)

The district shall not dismiss an employee, discriminate against an employee in compensation or in terms, conditions, or privileges of employment, or refuse to hire a job applicant on the basis of religious dress or grooming practices. (Government Code 12926, 12940)

This policy shall be presented to employees upon employment, through the employee handbook or other appropriate means, and may be periodically reviewed with all employees as necessary.

~~(cf. 4118 – Suspension/Disciplinary Action)~~

~~(cf. 4119.25/4219.25/4319.25 – Political Activities of Employees)~~

~~(cf. 4218 – Dismissal/Suspension/Disciplinary Action)~~

~~(cf. 5132 – Dress and Grooming)~~

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

Ed. Code 35160

Ed. Code 35160.1

Gov. Code 12926

Description

[Authority of governing boards](#)

[Broad authority of school districts](#)

[Definitions](#)

Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12949	Dress standards; consistency with gender identity
Gov. Code 3543.2	Scope of representation
Management Resources	Description
CA Civil Rights Department Publication	Transgender Rights in the Workplace
Court Decision	Domico v. Rapides Parish School Board (5th Cir. 1982) 675 F.2d 100
Court Decision	East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562 F. 2d 856
Court Decision	Finot v. Pasadena Board of Education (1967) 250 Cal.App.2d 189
Court Decision	San Mateo City School District v. PERB (1983) 33 Cal. 3d 850
Public Employment Relations Board Decision	Inglewood United School District (1985) 10 PERC P17, 000
Public Employment Relations Board Decision	Santa Ana Unified School District (1998) 22 PERC P29, 136
Website	CSBA District and County Office of Education Legal Services
Website	California Public Employment Relations Board
Website	California Civil Rights Department

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities Nondiscrimination In District Programs And Activities
0415	Equity Equity
4030	Nondiscrimination In Employment Nondiscrimination In Employment
4030	Nondiscrimination In Employment Nondiscrimination In Employment
4112.21	Interns Interns
4112.21	Interns Interns

<u>4118</u>	<u>Dismissal/Suspension/Disciplinary Action</u>
<u>4118</u>	<u>Dismissal/Suspension/Disciplinary Action</u>
4119.11	<u>Sexual HarassmentSexual Harassment</u>
4119.11	<u>Sexual HarassmentSexual Harassment</u>
4119.21	<u>Professional StandardsProfessional Standards</u>
4119.21	<u>Professional Standards</u>
4119.21-E-PDF(1)	<u>Professional StandardsProfessional Standards</u>
4119.25	<u>Political Activities Of EmployeesPolitical Activities Of Employees</u>
4119.25	<u>Political Activities Of EmployeesPolitical Activities Of Employees</u>
4218	<u>Dismissal/Suspension/Disciplinary ActionDismissal/Suspension/Disciplinary Action</u>
4218	<u>Dismissal/Suspension/Disciplinary ActionDismissal/Suspension/Disciplinary Action</u>
4219.11	<u>Sexual HarassmentSexual Harassment</u>
4219.11	<u>Sexual HarassmentSexual Harassment</u>
4219.21	<u>Professional StandardsProfessional Standards</u>
4219.21	<u>Professional Standards</u>
4219.21-E-PDF(1)	<u>Professional Standards – Code Of EthicsProfessional Standards</u>
4219.25	<u>Political Activities Of EmployeesPolitical Activities Of Employees</u>
4219.25	<u>Political Activities Of EmployeesPolitical Activities Of Employees</u>
4319.11	<u>Sexual HarassmentSexual Harassment</u>
4319.11	<u>Sexual HarassmentSexual Harassment</u>
4319.21	<u>Professional StandardsProfessional Standards</u>
4319.21	<u>Professional Standards</u>
4319.21-E-PDF(1)	<u>Professional StandardsProfessional Standards</u>
4319.25	<u>Political Activities Of EmployeesPolitical Activities Of Employees</u>

4319.25

Political Activities Of Employees
Political Activities Of Employees

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 01, 2024

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption - E 9270 Conflict of Interest (Mitchell)

Revisions the district's E 9270 Conflict of Interest were made to designated positions due to new positions created and the elimination of position titles. New language is identified in red underline, while deleted language has a strikethrough. These changes will be forwarded to the County Clerk of the Board's office after the revised policy is approved and adopted at second reading.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve and adopt the revisions to Board Policy E 9270, as presented.

ADDITIONAL MATERIALS:

Attached: [E 9270 \(3 pages\)](#)

CONFLICT OF INTEREST

**Conflict of Interest Code of the
Oxnard School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Trustees members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the enclosed Appendix. Persons holding positions designated in the Appendix shall file Form 700 Statements of Economic Interests with the filing officer specified for that position in said Appendix. The respective filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. **Category 1:** A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income (including gifts, loans, and travel payments) from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.

2. **Category 2:** A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income (including gifts, loans, and travel payments) from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income (including gifts, loans, and travel payments) from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

CONFLICT OF INTEREST (continued)

3. **Full Disclosure:** Because it has been determined that the district's Board members and Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

<u>Designated Position</u>	<u># of Positions</u>	<u>Disclosure Category</u>	<u>Filing Officer *</u>
Board of Trustees Members	5	3	COB
Personnel Commission Members	3	1	OSD
District Superintendent	1	3	OSD
Associate Superintendent	1	1	OSD
Assistant Superintendent	2 3	1	OSD
Executive Director, Teaching and Learning	1	2	OSD
Chief Information Officer	1	2	OSD
Director, Certificated Human Resources	1	2	OSD
Director, Child Nutrition Services	1	2	OSD
Director, Classified Human Resources	1	2	OSD
Director, Enrichment and Specialized Programs	1	2	OSD
Director, Facilities	1	2	OSD
Director, Fiscal Services	1	2	OSD
Director, Network Operations	1	2	OSD
Director, Pupil Services	1	2	OSD
Director, Purchasing	1	2	OSD
Director, School Performance and Student Outcomes	1	2	OSD
Director, Special Education	1	2	OSD
<u>Director, Teaching and Learning</u>	<u>1</u>	<u>2</u>	<u>OSD</u>
Director, Transportation	1	2	OSD
Principals	20	2	OSD
Consultants	1	2	OSD

*COB = County Clerk of the Board; OSD = Oxnard School District

CONFLICT OF INTEREST (continued)**Disclosures for Consultants**

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

Exhibit

version: ~~October 10, 2018~~ May 1, 2024

revised: ~~March 17, 2021~~

revised: ~~November 17, 2021~~

revised: ~~November 2, 2022~~

revised: ~~August 23, 2023~~

OXNARD SCHOOL DISTRICT

Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 01, 2024

Agenda Section: Section G: Conclusion

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: May 01, 2024

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: May 01, 2024

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.

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, April 26, 2024.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A