

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

**Mrs. Veronica Robles-Solis, President**  
**Ms. Monica Madrigal Lopez, Clerk**  
**Mr. Denis O’Leary, Member**  
**Dr. Jesus Vega, Member**  
**Mrs. Debra M. Cordes, Member**

## ADMINISTRATION

**Karling Aguilera-Fort, Ed.D.**  
District Superintendent  
**Ms. Janet Penanhoat**  
Assistant Superintendent,  
Business & Fiscal Services  
**Dr. Jesus Vaca**  
Assistant Superintendent,  
Human Resources & Support Services  
**Dr. Anabolena DeGenna**  
Assistant Superintendent,  
Educational Services

## AGENDA

**REGULAR BOARD MEETING**  
**Wednesday, December 18, 2019**

**5:00 p.m. - Study Session**  
**Closed Session to Follow**  
**7:00 PM - Regular Board Meeting**

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

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

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

## **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:

Cordes \_\_\_\_, Vega \_\_\_\_, O’Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

### **A.2.Pledge of Allegiance to the Flag**

Ms. Chantal Anderson Witherspoon, Principal at Fremont School, Academy of Environmental Science & Innovative Design, will introduce Jonathan Myers, 8th grader in Mr. Reveles' class, who will lead the audience in the Pledge of Allegiance.

### **A.3.District’s Vision and Mission Statements**

The District's Vision and Mission Statements will be read in English by Robert Roque and read in Spanish by Maria Nava Ceja, both 8th grade students in Mr. Reveles' class.

### **A.4.Presentation by Fremont School, Academy of Environmental Science and Innovative Design**

Ms. Chantal Anderson Witherspoon, Principal will provide a short presentation to the Board regarding Fremont School, Academy of Environmental Science and Innovative Design. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

### **A.5.Adoption of Agenda (Superintendent)**

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Vega \_\_\_\_, O’Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

### **A.6.Study Session by Dr. Trudy Arriaga - Presentation on Cultural Proficiency (Vaca)**

As an update to the Board, Dr. Trudy Arriaga will provide information in regards to the Cultural Proficiency work she has done in the Oxnard School District. Dr. Arriaga will be sharing highlights of her work with classified staff and observations from her visits to several of our schools. During her visits, Dr. Arriaga collected evidence based data focused on physical environment, human interaction, and non-verbal body language. Most importantly, she will share the next steps to be taken in area of Cultural Proficiency.

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

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

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

The Board will now convene in closed session to consider the items listed under Closed Session.

#### **A.8.Closed Session**

1. Pursuant to Section 54956.9 of Government Code:  
Conference with Legal Counsel – Anticipated Litigation: 2 cases  
Conference with Legal Counsel – Existing Litigations: 3 cases
  - OAH Case No. 2019-09-0712
  - OAH Case No. 2019-06-0777
  - J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM
2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:  
Consider the Request to Expel Student:
  - Case No. 19-03 (Action Item)
3. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:  
Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia & Sawhney, LLP  
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel – Administrators, Classified Management, Confidential
4. Pursuant to Sections 54956.8 of the Government Code:  
Conference with Real Property Negotiators  
Property: 1051 South A Street, Oxnard, CA 93030  
Agency Negotiators: Superintendent/Assistant Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP  
Under Negotiations: Instruction to agency negotiator on price and terms.
5. Pursuant to Section 54957 of the Government Code and Section 44943 of the Education Code the Board will consider personnel matters, including:
  - Public Employee: Discipline, Dismissal, Release, Reassignment, Appointment

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

#### **A.10.Report Out of Closed Session**

#### **A.11.Introduction of Newly Appointed Oxnard School District Administrator (Vaca)**

- Danielle Edwards, Manager, Special Education

#### **A.12.Organization of the Board (Dr. Aguilera-Fort)**

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Board Bylaws, BB 9323 – Meeting Conduct**

Organization of the Board of Trustees for the 2019-2020:

Part I:

a. Recognition of Mrs. Veronica Robles-Solis, as outgoing President of the Board of Trustees.

b. Election of President 2019-2020

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Vega \_\_\_\_, O’Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

Part II

c. Election of Clerk for 2019-2020

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Vega \_\_\_\_, O’Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**A.13.Recess**

The Board of Trustees will recess for a short reception in honor of the outgoing President and Clerk; and incoming President and Clerk.

**A.14.New Board Assume Seats**

New Board officially assumes their seats at the direction of the newly appointed President.

**A.15.Schedule of Board Meetings for 2020**

This is the time the Board of Trustees will discuss the options of changes to the meeting dates or time of board meetings for January through December 2020.

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Vega \_\_\_\_, O’Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

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**A.16.Appointment/Reappointment of Board Representatives to District Committees (Dr. Aguilera-Fort)**

It is appropriate for the Board of Trustees to select from among its members a representative to the following committees:

Ventura County Committee on School District Organization, to vote in the election of members to this committee.

2019 Rep: Trustee Cordes

2020 Appointee: \_\_\_\_\_

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Vega \_\_\_\_, O’Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

Budget Advisory Committee

2019 Rep: Trustee O’Leary                      Alt: Trustee Cordes

2020 Appointee: \_\_\_\_\_

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Vega \_\_\_\_, O’Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**A.17.Annual Appointment/Reappointment of Trustees for the Oxnard School District Health and Welfare Benefits Trust (Penanhoat)**

In 1992, the Board of Trustees (“Board”) established a Retiree Benefits Fund to accumulate restricted monies to cover both the annual and accumulated debt for the payment of health benefit premiums for retirees. Prior to June 25, 2003, the District set aside money for health benefits in a fiduciary trust fund. A revision in the standards of the Governmental Accounting Standards Board (GASB 34) required that the district establish a formal trust in order to continue to maintain the accumulated assets in this fiduciary trust fund.

On June 25, 2003, the Board adopted a Resolution creating and establishing the Oxnard School District Employee Health and Welfare Benefits Trust (“Trust”). The Trust, as structured, calls for the appointment of three (3) trustees. The Board must appoint two (2) of the three (3) trustees for a term of one (1) year. The third trustee is by default the Assistant Superintendent of Business and Fiscal Services for Oxnard School District.

On December 12, 2018, the Board appointed the following trustees to the Trust:

- \* Trustee Monica Madrigal Lopez, as a member of the Board of Trustees; and
- \* Ms. Pam Morrison, as a retiree of the Oxnard School District.

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The Board directed that this item be brought back to them annually for review during their December organizational meeting.

**A.18.Presentation of the December 2019 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/Penanhoat/CFW)**

It is the recommendation of the District Superintendent, and the Assistant Superintendent, Business & Fiscal Services, in conjunction with CFW, that the Board receive the December 2019 Semi-Annual Implementation Program Update for adoption at its next regular meeting. The Master Construct and Implementation Program includes the use of Measure “R” and “D” funds, available local developer fees, and State modernization and new construction grants as previously approved by the Board. Overall funding has been adjusted to approximately \$437.9 million, primarily due to decreases in State Aid and Developer Fees, however offset with increased estimated interest earnings.

**Section B: PUBLIC COMMENT/HEARINGS**

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

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

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

**Section C: CONSENT AGENDA**

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

Notes:  
Moved:  
Seconded:

**ROLL CALL VOTE:**

Cordes \_\_\_\_, Vega \_\_\_\_, O’Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

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

**C.1.Approve: Out of State Conference – Las Vegas, NV (DeGenna/Fox)**

The Board’s approval is requested for the Assistant Superintendent, Dr. Ana DeGenna and the Director of Dual Language Immersion, Ms. Aracely Fox to attend the National Association For Bilingual Education in Las Vegas, NV

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on February 25-28, 2020. Students, teachers, educational leaders and advocates will be recognized for their efforts to promote the importance of languages, literacy and equity during the NABE General Sessions and NABE Awards Luncheon. Amount not to exceed \$4,000.00 for registration, airfare, ground travel, lodging and meals to be paid from Title 1 funds.

**C.2.Enrollment Report (Penanhoat)**

District enrollment as of October 2, 2019 (CALPADS) was 15,730. This is 407 less than the same time last year.

District enrollment as of October 31, 2019 was 15,718. This is 431 less than the same time last year.

District enrollment as of November 29, 2019 was 15,707. This is 420 less than the same time last year.

**C.3.Certification of Signatures (Penanhoat)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

**C.4.Purchase Order/Draft Payment Report #19-04 (Penanhoat/Franz)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #19-04 as submitted.

**C.5.Annual and Five–Year Developer Fee Report and Approval of Resolution #19-18 (Penanhoat)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board accept the Developer Fee Report for 2013-14 through 2018-2019 fiscal years, and adopt Resolution #19-18.

**C.6.Adoption of Resolution #19-19 to Provide Against Loss of Funds Due to Emergency Closures of the District’s State Programs During the Easy & Maria Fires (Penanhoat/Valdes)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director, Early Childhood Education, that the Board of Trustees adopt Resolution #19-19 and authorize its submission to CDE’s Early Education and Support Division.

**C.7.Liability Claim: GHC0026866 (Vaca/Magaña)**

Acting on the advice of the Joint Power Authorities (JPA), it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustee agree to reject George Hills Claim No. GHC0026866.

**C.8.Liability Claim: GHC0027097 (Vaca/Magaña)**

Acting on the advice of Joint Power Authorities (JPA), it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustee agree to reject George Hills Claim No. GHC0027097.

**C.9.Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)**

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the

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establishment, abolishment, and reduction of the positions as presented.

Cost for Paraeducator III: \$29,396 Special Ed funds

Cost for 6 Paraeducator II's: \$172,962 Special Ed funds

Savings for 6 Paraeducator I's: \$86,315 General funds

Savings for 6 Office Assistant II's: \$86,771 General funds

Savings for Clerical Assistant: \$4,738 Site funds

Savings for 13 Paraeducator I's: \$77,563 General funds

#### **C.10. Personnel Actions (Vaca/Nair-Villano)**

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

### **Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

#### **C.11. Approval of Renewal Agreement #19-157 with School Services of California (Penanhoat)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #19-157 with School Services of California as outlined above. Amount not to exceed \$4,100.00 annually, to be paid out of the General Fund. This is an increase of \$240.00 over last year's rate.

#### **C.12. Approval of Amendment #1 to Agreement #19-38 - Alternative Behavior Strategies LLC (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #19-38 with Alternative Behavior Strategies LLC. Amount not to exceed \$515,070.00 to be paid with Special Education funds.

#### **C.13. Approval of Agreement/MOU #19-171 – Kingsmen Shakespeare Company (DeGenna/Shea)**

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #19-171 with Kingsmen Shakespeare Company. Amount not to exceed \$48,000.00 to be paid with Title 1 funds.

#### **C.14. Approval of Agreement/MOU #19-173 – U.S. Soccer Foundation (DeGenna/Shea)**

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #19-173 with U.S. Soccer Foundation.

#### **C.15. Approval of Agreement #19-176 – Tresis Partners Corporation (DeGenna/Ridge)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-176 with Tresis Partners Corporation. Amount not to exceed \$10,000.00, to be paid with MAA funds.

#### **C.16. Approval of Amendment #1 to Agreement #18-16 - Flewelling & Moody Architecture Inc. (Penanhoat/De Leon)**

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On June 6, 2018 the Board of Trustees approved Agreement #18-16 with Flewelling & Moody Architecture Inc. (F&M Architecture), for DSA Closeout and Certification services to provide closeout coordination services as required for DSA certifications on past District projects that did not have certification. Agreement #18-16 has been funded by Deferred Maintenance Funds, and the current term of agreement will end on December 31, 2019. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees approve Amendment #1 to Agreement #18-16 with Flewelling & Moody Architecture Inc. as outlined above. In order to continue DSA certification efforts, the District has requested F&M Architecture to provide the attached proposal for a not to exceed amount of \$60,000.00 and an extension of the agreement term through December 31, 2020. Under Amendment #1 to Agreement #18-16 F&M Architecture will continue their efforts to certify the remaining four (4) District projects that require DSA certification. DSA closeout and certification is required for public school construction projects for compliance with the State of California Field-Act.

**C.17. Approval of Agreement #19-175 – Heinemann (DeGenna/Cordes)**

It is the recommendation of the Principal, Harrington School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-175 with Heinemann. Amount not to exceed \$3,360.00, to be paid from Title 1 funds.

**C.18. Approval of Agreement #19-178 – California State University, Long Beach (CSULB) (Penanhoat/Lugotoff)**

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #19-178 with California State University, Long Beach.

**C.19. Approval of Notice of Completion, Elm Elementary School Reconstruction Project (Penanhoat/De Leon/CFW)**

The contractor, Viola Constructors, Inc., has completed all Work and met all contractual obligations included in Construction Services Agreement #17-212 for the McAuliffe ES Kinder/Flex Project, as of May 31, 2019. At this time, it is recommended that the Board of Trustees approve the Notice of Completion for this Project, which will be filed by the District with the County Recorder's Office. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Construction Services Agreement #17-212, McAuliffe Kinder/Flex Project with Viola Constructors, Inc.

**C.20. Approval of Work Authorization Letter #15 ("WAL #15") for Agreement #13-131 for Rincon Consultants Inc. to provide Hazardous Building Materials Survey services for the McAuliffe Elementary School Modernization Project (Penanhoat/De Leon/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #15 to Agreement #13-131 with Rincon Consultants Inc. to provide a Hazardous Building Materials Survey for the McAuliffe Elementary School Modernization Project. Work Authorization Letter #15 to Agreement #13-131 includes a Hazardous Building Materials Survey for \$3,900.00, to be paid out of the Master Construct and Implementation Funds.

**C.21. Approval of Work Authorization Letter #16 ("WAL #16") for Agreement #13-131 for Rincon**

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

**Consultants Inc. to provide Hazardous Building Materials Survey services for the Ritche Elementary School Modernization Project (Penanhoat/De Leon/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #16 to Agreement #13-131 with Rincon Consultants Inc. to provide a Hazardous Building Materials Survey for the Ritche Elementary School Modernization Project. Work Authorization Letter #16 to Agreement #13-131 includes a Hazardous Building Materials Survey for \$3,900.00, to be paid out of the Master Construct and Implementation Funds.

**C.22. Approval of Contractor Contingency Allocation No. 001 to the McKinna Elementary School Reconstruct Project for a Decrease of Cost for the Work Associated with the Project (Penanhoat/De Leon/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 001 to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruct Project. CCA No. 001 will be a CREDIT to the Contractor Contingency Allocation line item of CSA #17-41 in the amount of \$1,129.26. This allocation will not increase the Project's overall budget. After Board approval of CCA No. 001, the remaining balance of the Contractor Contingency Allocation will be \$823,705.74.

**C.23. Authorization to Join Education Technology Joint Powers Authority (Penanhoat/DeGenna/Mitchell)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, the Assistant Superintendent, Educational Services, and the Chief Information Officer, that the Board of Trustees authorize the membership with Education Technology Joint Powers Authority (EdTech JPA) as outlined. Any fees incurred will be charged to end user's budget.

**Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

**C.24. Ratification of Agreement #19-139 - Assistance League, Non-Public School, NPS (DeGenna/Madden)**

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-139 with Assistance League School, NPS. Amount not to exceed \$12,650.00, to be paid from Special Education funds.

**C.25. Ratification of Agreement #19-141 with Ventura County Office of Education (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-141 with Ventura County Office of Education. Amount not to exceed \$94,140.37, to be paid from Special Education Funds.

**C.26. Ratification of Amendment #1 to Agreement #19-141 - Ventura County Office of Education (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-141 with Ventura County

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Office of Education, amount not to exceed \$171.60, to be paid with Special Education Funds.

**C.27.Ratification of Agreement #19-142 with Ventura County Office of Education (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-142 with Ventura County Office of Education. Amount not to exceed \$42,642.60, to be paid with Special Education Funds.

**C.28.Ratification of Agreement #19-149 with Ventura County Office of Education (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-149 with Ventura County Office of Education. Amount not to exceed \$389,105.89, to be paid with Special Education Funds.

**C.29.Ratification of Amendment #1 to Agreement #19-149 - Ventura County Office of Education (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-149 with Ventura County Office of Education, in the amount of \$641.07, to be paid with Special Education Funds.

**C.30.Ratification of Agreement #19-150 – Casa Pacifica School (DeGenna/Madden)**

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-150 with Casa Pacifica School. Amount not to exceed \$40,053.00, to be paid with Special Education funds.

**C.31.Ratification of Agreement #19-152 - Ventura County Office of Education (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-152 with Ventura County Office of Education, amount not to exceed \$67,353.00, to be paid with Special Education Funds.

**C.32.Ratification of Agreement #19-154 – Autism Learning Partners LLC (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-154 with Autism Learning Partners LLC. Amount not to exceed \$460,000.00, to be paid with Special Education Funds.

**C.33.Ratification of Agreement #19-155 – Pepperdine University (Vaca/Bond)**

It is recommended by the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #19-155 with Pepperdine University.

**C.34.Ratification of Agreement/MOU #19-159 – Ventura County Arts Council (DeGenna/Serrano)**

It is the recommendation of the Principal, Sierra Linda School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-159 with Ventura County Arts Council. Amount not to exceed \$11,550.00, to be paid with S/C Grant.

**C.35.Ratification of Agreement #19-160 - Assistance League, Non-Public School, NPS**

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**(DeGenna/Madden)**

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-160 with Assistance League School, NPS. Amount not to exceed \$20,700.00, to be paid from Special Education funds.

**C.36.Ratification of Agreement #19-161 – Dr. Michael McQuillan, OD (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-161 with Dr. Michael McQuillan, OD. Amount not to exceed \$30,000.00 to be paid with Special Education Funds.

**C.37.Ratification of Agreement #19-163 - Ventura County Office of Education (DeGenna/Valdes)**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Early Childhood Education Programs, that the Board of Trustees ratify Agreement #19-163 with the Ventura County Office of Education. Funding for this project will be provided to the Oxnard School District from the Ventura County Office of Education up to the amount of \$39,600.00.

**C.38.Ratification of Agreement #19-164 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-164 with Fillmore Unified School District.

**C.39.Ratification of Agreement #19-165 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-165 with Hueneme School District.

**C.40.Ratification of Agreement #19-166 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-166 with Hueneme School District.

**C.41.Ratification of Agreement #19-167 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-167 with Hueneme School District.

**C.42.Ratification of Agreement #19-168 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-168 with Hueneme School District.

**C.43.Ratification of Agreement #19-169 – Ocean View School District for Oxnard School District to provide DHH Services (DeGenna/Madden)**

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

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-169 with Ocean View School District.

**C.44.Ratification of Agreement #19-170 – Casa Pacifica School (DeGenna/Madden)**

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-170 with Casa Pacifica School. A tuition amount not exceed \$39,342.00, to be paid from Special Education funds.

**C.45.Ratification of Agreement #19-172 – Loma Linda University (Vaca/Bond)**

It is recommended by the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #19-172 with Loma Linda University.

**C.46.Ratification of Agreement #19-174 – E.J. Harrison & Sons Inc. – District Wide Trash Pickup Services (Penanhoat/De Leon)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Agreement #19-174 with E.J. Harrison & Sons Inc. Agreement #19-174 is for year 4 for the period of December 1, 2019 through November 30, 2020, in the amount not to exceed \$225,000.00, to be paid with General funds.

**C.47.Ratification of Agreement #19-177 - Ventura County Office of Education (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-177 with Ventura County Office of Education, in the amount of \$31,605.30, to be paid from Special Education funds.

**C.48.Ratification of Agreement #19-181 – Cal Lutheran University (Vaca/Bond)**

It is recommended by the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #19-181 with Cal Lutheran University.

**C.49.Ratification of Change Order No. 013 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/De Leon/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order No. 013 for Master Agreement #17-117 with Bernards. Amount not to exceed \$34,841.00, to be paid to Bernards under Board approved Master Agreement #17-117, from Master Construct and Implementation Funds.

**C.50.Ratification of Change Order No. 014 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/De Leon/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order No. 014 for Master Agreement #17-117 with Bernards. Amount not to exceed \$11,142.00, to be paid to Bernards under Board approved Master Agreement #17-117, from Master Construct and Implementation Funds.

**C.51.Ratification of Change Order No. 025 to Construction Services Agreement #15-198 with Swinerton**

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

**Builders to adjust costs for the Lemonwood K-8 School Reconstruction (Penanhoat/De Leon/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 025 to Construction Services Agreement #15-198 with Swinerton Builders related to the Lemonwood K-8 School Reconstruction Project. Amount not to exceed \$25,565.10, to be paid to Swinerton under Board approved Master Agreement #15-198, from Master Construct and Implementation Funds.

**Section D: ACTION ITEMS**

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

**D.1.Approval of Board of Trustees/Superintendent District Vision, Mission and Goals & Objectives for 2019-2020 School Year (Dr. Aguilera-Fort)**

The Board of Trustees met on Wednesday, October 30, 2019 to discuss and develop the District Vision, Mission and Goals & Objectives for the 2019-2020 school year. The Board of Trustees in consultation with the Superintendent drafted the goals for this school year based on data and current needs of the District. It is recommended by the Superintendent that the Board of Trustees approve to adoption of the District Vision, Mission and Goals & Objectives for the 2019-2020 school year.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

**ROLL CALL VOTE:**

Cordes \_\_, Vega \_\_, O’Leary \_\_, Madrigal Lopez \_\_, Robles-Solis \_\_

**D.2.Call for Nominations for CSBA’s Delegate Assembly**

An opportunity is presented for the Board of Trustees to consider whether it wishes to nominate representatives to fill vacancies in the CSBA’s Delegate Assembly, Subregion 11-B. All nomination material must be postmarked no later than Tuesday, January 7, 2020. The terms for the current representatives: Darlene Bruno (Hueneme SD), Efrain Cazares (Oceanview SD), Jackie Moran (Ventura USD), and Veronica Robles-Solis (Oxnard SD) will expire in March 2020. Newly elected representatives will serve April 1, 2020 through March 31, 2022.

There are two required Delegate Assembly meetings each year. In 2020, the dates are May 16-17 in Sacramento and December 2-3 in Anaheim.

Public Comment:

Presentation:

Moved:

Seconded:

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

Board Discussion:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_, Vega \_\_\_, O’Leary \_\_\_, Madrigal Lopez \_\_\_, Robles-Solis \_\_\_

**D.3.Appointment of IBI Group as Architect of Record for the McAuliffe Elementary School Modernization Project and Approval of Agreement #19-179 for Architectural Services and Proposed Project Design (Penanhoat/De Leon/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees appoint IBI Group as Architect of Record for the McAuliffe Elementary School Modernization Project, and approve Agreement #19-179 for Architectural Services and Proposed Project Design. Amount not to exceed \$379,682.00, Architectural Services fee, to be paid out of Master Construct and Implementation Program funds.

**D.4.Appointment of IBI Group as Architect of Record for the Ritche Elementary School Modernization Project and Approval of Agreement #19-180 for Architectural Services and Proposed Project Design (Penanhoat/De Leon/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees appoint IBI Group as Architect of Record for the Ritche Elementary School Modernization Project, and approve Agreement #19-180 for Architectural Services and Proposed Project Design. Amount not to exceed \$375,910.00, Architectural Services fee, to be paid out of Master Construct and Implementation Program funds.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_, Vega \_\_\_, O’Leary \_\_\_, Madrigal Lopez \_\_\_, Robles-Solis \_\_\_

**D.5.Vote to Rename Haydock Academy of Arts and Sciences (Dr. Aguilera-Fort)**

The Board will vote to move forward with the process to change the name of Haydock Academy of Arts and Sciences. A yes vote will initiate the process to change the school name. A no vote will keep the existing name in place.

Public Comment:

Presentation:

Moved:

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

Seconded:  
Board Discussion:  
Vote:

**ROLL CALL VOTE:**

Cordes \_\_\_\_, Vega \_\_\_\_, O’Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.6. Annual Appointment / Re-Appointment of Measure D Bond Oversight Committee (Penanhoat)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees review the current Measure D BOC membership and make a determination regarding re-appointing the existing members of the Committee.

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

**ROLL CALL VOTE:**

Cordes \_\_\_\_, Vega \_\_\_\_, O’Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.7. Oxnard School District 2019-2020 First Interim Report (Period Ending October 31, 2019)  
(Penanhoat/Crandall Plasencia)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board accept the Oxnard School District 2019-2020 First Interim Report (Period Ending October 31, 2019).

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

**ROLL CALL VOTE:**

Cordes \_\_\_\_, Vega \_\_\_\_, O’Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**Section E: APPROVAL OF MINUTES**

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

**E.1. Approval of Minutes**

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

October 30, 2019 Special Board Meeting  
November 13, 2019 Regular Board Meeting

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

**ROLL CALL VOTE:**

Cordes \_\_\_\_, Vega \_\_\_\_, O’Leary \_\_\_\_, 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.Board Policies, Regulations and Bylaws**

No Board policies will be approved at this meeting.

**Section G: CONCLUSION**

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

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

**G.2.Trustees’ Announcements (3 minutes each speaker)Superintendent’s Announcements (3 minutes)**

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

**G.3.ADJOURNMENT**

Moved:  
Seconded:  
Vote:

Time Adjourned: \_\_\_\_\_

**ROLL CALL:**

Cordes \_\_\_\_, Vega \_\_\_\_, O’Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section A: Study Session

**Study Session by Dr. Trudy Arriaga - Presentation on Cultural Proficiency (Vaca)**

---

As an update to the Board, Dr. Trudy Arriaga will provide information in regards to the Cultural Proficiency work she has done in the Oxnard School District. Dr. Arriaga will be sharing highlights of her work with classified staff and observations from her visits to several of our schools. During her visits, Dr. Arriaga collected evidence based data focused on physical environment, human interaction, and non-verbal body language. Most importantly, she will share the next steps to be taken in area of Cultural Proficiency.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

None - Information only.

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section A: Preliminary

**Introduction of Newly Appointed Oxnard School District Administrator (Vaca)**

---

- Danielle Edwards, Manager, Special Education

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Informational only.

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section A: Preliminary

**Organization of the Board (Dr. Aguilera-Fort)**

---

Organization of the Board (Dr. Aguilera-Fort)

Part I:

a. Recognition of Mrs. Veronica Robles-Solis, as outgoing President of the Board of Trustees.

b. Election of President 2019-2020

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Vega \_\_\_\_, O'Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

Part II

c. Election of Clerk for 2019-2020

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Vega \_\_\_\_, O'Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

Organization of the Board of Trustees for the 2019-2020:

Part I:

a. Recognition of Mrs. Veronica Robles-Solis, as outgoing President of the Board of Trustees.

b. Election of President 2019-2020

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Vega \_\_\_\_, O'Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

Part II

c. Election of Clerk for 2019-2020

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Vega \_\_\_\_, O'Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section A: Preliminary

**Recess**

---

The Board of Trustees will recess for a short reception in honor of the outgoing President and Clerk; and incoming President and Clerk.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

The Board of Trustees will recess for a short reception in honor of the outgoing President and Clerk; and incoming President and Clerk.

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section A: Preliminary

**New Board Assume Seats**

---

New Board officially assumes their seats at the direction of the newly appointed President.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

New Board officially assumes their seats at the direction of the newly appointed President.

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section A: Preliminary

**Schedule of Board Meetings for 2020**

---

This is the time the Board of Trustees will discuss the options of changes to the meeting dates or time of board meetings for January through December 2020.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is recommended that the Board of Trustees review the school year calendars and indicate when and how many board meetings will be held during the 2020 year for planning purposes.

**ADDITIONAL MATERIALS:**

**Attached:** [2020 Board Meeting Schedule DRAFT.pdf](#)  
[Calendar for Year 2020.pdf](#)  
[ExeSum Board Meeting Schedule 121819.pdf](#)



OXNARD SCHOOL DISTRICT  
 1051 South “A” Street • Oxnard, California 93030 • 805/385-1501

**SCHEDULE OF BOARD MEETINGS  
 JANUARY – DECEMBER 2020**

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 5:00 PM)

January	15	Regular Board Meeting (Note: only ONE meeting in January)
February	5	Regular Board Meeting
February	19	Regular Board Meeting
March	4	Regular Board Meeting
March	18	Regular Board Meeting
April	1	Regular Board Meeting (Note: only ONE meeting in April)
May	6	Regular Board Meeting
May	20	Regular Board Meeting
June	3	Regular Board Meeting
June	17	Regular Board Meeting
July		District Dark – No meeting in July
August	5	Regular Board Meeting
August	19	Regular Board Meeting
September	2	Regular Board Meeting
September	16	Regular Board Meeting
October	7	Regular Board Meeting
October	21	Regular Board Meeting
November	4	Regular Board Meeting
December	16	Regular Board Meeting

*The meeting schedule shown above is subject to change at any time.*

**NOTE: Changes are indicated in italics/bold.**

First Day of School 2020-21: August 19, 2020  
 Spring Break 2020-21: March 29 - April 9, 2021  
 Last Day of School 2020-21: June 17, 2021

Board to Approve: 12/18/19  
 Updated: 12/4/19 rc

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

# Calendar for Year 2020 (United States)

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
2: 1Q 10: F 17: 3Q 24: N						

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
1: 1Q 9: F 15: 3Q 23: N						

March						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
2: 1Q 9: F 16: 3Q 24: N						

April						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
1: 1Q 7: F 14: 3Q 22: N 30: 1Q						

May						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
7: F 14: 3Q 22: N 29: 1Q						

June						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
5: F 13: 3Q 21: N 28: 1Q						

July						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
5: F 12: 3Q 20: N 27: 1Q						

August						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
3: F 11: 3Q 18: N 25: 1Q						

September						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
2: F 10: 3Q 17: N 23: 1Q						

October						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1: F 9: 3Q 16: N 23: 1Q 31: F						

November						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
8: 3Q 15: N 21: 1Q 30: F						

December						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
7: 3Q 14: N 21: 1Q 29: F						

Holidays and Observances:

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: 12-18-19

- A. Preliminary  X  
     Study Session   
     Report
- B. Hearing
- C. Consent Agenda   
     Agreement Category  
          Academic  
          Enrichment  
          Special Education  
          Support Services  
          Personnel  
          Legal  
          Facilities
- D. Action Items
- E. Approval of Minutes
- F. Board Policies 1<sup>st</sup> Reading  2<sup>nd</sup> Reading

Schedule of Board Meetings for 2020

This is the time the Board of Trustees can discuss the options of changes to the meeting dates or time of the board meetings for January through December 2020.

Month	Meeting Dates	Reasoning
January 2020	One Meeting Wednesday, January 15, 2020	Winter Break December 23 - 31, 2019 and January 1 - 10, 2020
April 2020	One Meeting Wednesday, April 3, 2020	Spring Break April 6 – 17, 2020 No Students
July 2020	District Dark No Meeting in July	No Students/School Offices Closed
November 2020	One Meeting Wednesday, November 18, 2020	Veterans Day Holiday November 11, 2020 Thanksgiving Holiday 4 <sup>th</sup> week of November 2020 November 23 - 27, 2020
December 2020	One Meeting Wednesday, December 16, 2020	Winter Break December 21 - 31, 2020 and January 1 - 8, 2021

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is recommended that the Board of Trustees review the school year calendars and indicate when and how many board meetings will be held during the 2020 year for planning purposes.

**ADDITIONAL MATERIAL:**

- Draft Board Meeting Schedule, January - December 2020 (first and third Wednesday of the month, unless indicated otherwise)
- District School Calendar, July 2020 - June 2021
- 2020 Calendar

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section A: Preliminary

**Appointment/Reappointment of Board Representatives to District Committees (Dr. Aguilera-Fort)**

---

It is appropriate for the Board of Trustees to select from among its members a representative to the following committees:

Ventura County Committee on School District Organization, to vote in the election of members to this committee.

2019 Rep: Trustee Cordes

2020 Appointee: \_\_\_\_\_

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Vega \_\_\_\_, O'Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

Budget Advisory Committee

2019 Rep: Trustee O'Leary

Alt: Trustee Cordes

2020 Appointee: \_\_\_\_\_

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Vega \_\_\_\_, O'Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is appropriate for the Board of Trustees to select from among its members representatives to the Ventura County Committee on School District Organization and the Budget Advisory Committee.

**ADDITIONAL MATERIALS:**

**Attached:**



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section A: Preliminary

**Annual Appointment/Reappointment of Trustees for the Oxnard School District Health and Welfare Benefits Trust (Penanhoat)**

---

In 1992, the Board of Trustees (“Board”) established a Retiree Benefits Fund to accumulate restricted monies to cover both the annual and accumulated debt for the payment of health benefit premiums for retirees. Prior to June 25, 2003, the District set aside money for health benefits in a fiduciary trust fund. A revision in the standards of the Governmental Accounting Standards Board (GASB 34) required that the district establish a formal trust in order to continue to maintain the accumulated assets in this fiduciary trust fund.

On June 25, 2003, the Board adopted a Resolution creating and establishing the Oxnard School District Employee Health and Welfare Benefits Trust (“Trust”). The Trust, as structured, calls for the appointment of three (3) trustees. The Board must appoint two (2) of the three (3) trustees for a term of one (1) year. The third trustee is by default the Assistant Superintendent of Business and Fiscal Services for Oxnard School District.

On December 12, 2018, the Board appointed the following trustees to the Trust:

- \* Trustee Monica Madrigal Lopez, as a member of the Board of Trustees; and
- \* Ms. Pam Morrison, as a retiree of the Oxnard School District.

The Board directed that this item be brought back to them annually for review during their December organizational meeting.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board review the current trustee appointments to the Oxnard School District Employee Health and Welfare Benefits Trust and:

- 1) re-appoint Monica Madrigal Lopez as the Board Member Representative, or propose a new representative; and
- 2) re-appoint Pam Morrison as the Retiree Representative, or propose a new representative.

Janet Penanhoat is automatically appointed the third trustee by virtue of her position as Assistant Superintendent, Business & Fiscal Services for Oxnard School District.

**ADDITIONAL MATERIALS:**

**Attached:**



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section A: Report

**Presentation of the December 2019 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/Penanhoat/CFW)**

---

The December 2019 Report provides the fourteenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. It reflects the status of the Program since the last six-month update adopted by the Board in June 2019 and the time of this document’s publishing in December 2019. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

**FISCAL IMPACT:**

The Master Construct and Implementation Program includes the use of Measure “R” and “D” funds, available local developer fees, and State modernization and new construction grants as previously approved by the Board. Overall funding has been adjusted to approximately \$437.9 million, primarily due to decreases in State Aid and Developer Fees, however offset with increased estimated interest earnings.

Proposed uses have been adjusted to accommodate actual and projected remaining expenditures for the Doris/Patterson land acquisition efforts, Ramona Kindergarten/Flex Classroom Project, and district-wide technology efforts. Further adjustments have been made to accommodate earlier phased design, planning and implementation costs associated with the Doris/Patterson Elementary and Middle School projects, McAuliffe and Ritchen Modernization, and Drifill MPR projects, however, the total budgets for these projects remain unchanged. Other adjustments include moving select Phase 4 projects into Phase 3 to accommodate the anticipated timing of funds. Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board.

**RECOMMENDATION:**

It is the recommendation of the District Superintendent, and the Assistant Superintendent, Business & Fiscal Services, in conjunction with CFW, that the Board receive the December 2019 Semi-Annual Implementation Program Update for adoption at its next regular meeting.

**ADDITIONAL MATERIALS:**

**Attached:** [Oxnard SD -December 2019 Implementation Plan Update.pdf](#)



December 2019



OXNARD  
SCHOOL  
DISTRICT

# MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees





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# TABLE OF CONTENTS

Table of Contents.....	iii
Index of Tables .....	iv
Index of Figures .....	iv
<b>Program Overview .....</b>	<b>5</b>
1.1 Educational Program .....	5
1.2 Facilities Program .....	6
1.3 Funding & Sequencing .....	7
1.4 Recommendations.....	7
<b>Educational Program .....</b>	<b>9</b>
2.1 Educational Program Update.....	9
2.2 21 <sup>st</sup> Century Design Standards.....	12
<b>Facilities Program .....</b>	<b>13</b>
3.1 Phase 1 Projects.....	13
3.2 Phase 2 Projects.....	16
3.3 Recommendations.....	20
<b>Program Funding &amp; Expenditures .....</b>	<b>21</b>
4.1 State Matching Grants .....	22
4.2 Developer Fees .....	32
4.3 General Obligation Bonds.....	34
4.4 Program Expenditures to Date .....	41
<b>Master Budget &amp; Schedule .....</b>	<b>43</b>
5.1 Adopted Master Construct and Implementation Program Budget .....	43
5.2 Revised Master Construct and Implementation Program Budget.....	46
5.3 Phase 1 Master Budget and Schedule .....	48
5.4 Phase 2 Master Budget and Schedule .....	49
5.5 Phase 3 Master Budget and Schedule .....	50
5.6 Phase 4 Master Budget and Schedule .....	51
5.7 Master Schedule .....	52
<b>Recommendations.....</b>	<b>55</b>
6.1 Conclusion & Recommendations.....	55
<b>Exhibit A .....</b>	<b>56</b>
Presentations, Workshops & Updates to the Board of Trustees.....	56

# INDEX OF TABLES

- Table 1: Summary Schedule .....8
- Table 2: Estimated Remaining Modernization Eligibility from Permanent Classrooms: 60/40 Program .....24
- Table 3: Estimated Remaining Modernization Eligibility from Portable Classrooms: 60/40 Program .....25
- Table 4: Estimated State Ranked Funding Order of Submitted District Applications .....28
- Table 5: Submitted State Aid Applications .....31
- Table 6: Summary of Measure D Bond Sales to Date .....35
- Table 7: Bonding Capacity Analysis .....36
- Table 8: Historical Assessed Valuation .....37
- Table 9: Proposed Project Uses for Expanded Local Funding Strategy .....40
- Table 10: Estimated Expenditures to Date for Projects Under Implementation .....42
- Table 11: Adopted Master Construct & Implementation Program Budget .....44
- Table 12: Revised Master Construct & Implementation Program Budget .....47
- Table 13: Proposed Phase 1 Master Budget and Schedule (FY 2013-17) .....48
- Table 14: Proposed Phase 2 Master Budget and Schedule (FY 2017-20) .....50
- Table 15: Proposed Phase 3 Master Budget and Schedule (FY 2021-25) .....51
- Table 16: Proposed Phase 4 Master Budget and Schedule (FY 2026-29) .....52
- Table 17: Summary Schedule .....53
- Table 18: Projects Under Management .....54

# INDEX OF FIGURES

- Figure 1: Estimated Timing and Sizing of Measure D Bond Issuances as of December 2018 Report .....38
- Figure 2: Estimated Timing and Sizing of Accelerated Measure D Bond Issuances .....38
- Figure 3: Estimated Timing and Sizing of Bond Issuances .....40

# PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the fourteenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. It reflects the status of the Program since the last six-month update adopted by the Board in June 2019 and the time of this document’s publishing in December 2019. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

A consolidated master budget and schedule merges and integrates approved and proposed projects based on funds from the Measure “R” and Measure “D” bond programs and other local sources, including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program is oriented to prioritize facility projects that maximize the potential for State aid funding for modernization and new construction of school facilities as State funds become available under the School Facilities Program (SFP) and other related State programs that provide facilities funding for California public school construction. Program progress is monitored, and individual projects, budgets, sequencing, and timelines continue to be reviewed, adjusted and presented to the Board for consideration on a six-month interval.

The following components provide an executive summary to the Board on the status of Program efforts that have progressed since the previously adopted six-month review and provide recommended adjustments for the next six-month period.

## 1.1 EDUCATIONAL PROGRAM

The District is in the second year of a three-year plan to fully implement standards based instruction using the Common Core State Standards (CCSS) and the Next Generation Science Standards (NGSS) and to integrate the Academic Strand Focus and Academy program into this comprehensive reform. The purpose is to develop coherence within the District programs, improve instructional practices, build capacity within the District and schools, improve student learning, increase the rigor of instruction, and develop a deeper understanding of the Common Core Standards (CCSS) and Next Generation Science Standards (NGSS). The first year of this plan resulted in the mapping of the standards for kindergarten through first grade and developing instructional units for the standards. Beginning in the fall of 2019, teachers are piloting and

revising the instructional units. In addition, 250 teachers in second through fifth grades were trained on how to map standards and develop instructional units to the standards during the summer of 2019.

The District has built upon the “Instructional Rounds” protocol that was used last year and adopted a “Learning Walks” protocol that focuses on what was observed in the classroom that leads to evidence of learning. This process involves training principals on what good instruction looks like and how to give teachers feedback to increase good first instruction. The District has placed a high premium on monitoring the implementation of this initiative to ensure that it is being well executed. Principals have received training on best practices to improve learning and what to look for when in the classroom. The aim is to increase the overall quality of initial instruction so that the need for intervention programs decreases.

To that end, the District is moving away from intervention programs. The money that was previously used on interventions is now being used to train teachers. A student receives far more good instruction when good and effective first instruction is happening in the classroom than with a half hour pull out intervention program. The District continues to provide support for students that need additional interventions to promote appropriate behaviors at school.

The District offers the full range of special education programs to students who have additional learning needs and can benefit from additional services. These programs include speech, psychological services, Resource Specialist Program (RSP), Special Day Class Mild to Moderate (SDC Non-Severe), and Special Day Class Moderate to Severe (SDC SH). The District has adopted Educational Specifications for the specific space requirements of these uses. Regarding the RSP program, the education specification calls for one room of 480 square feet. The District desires to change this to one 960 square foot room that can be utilized by two RSP teachers at any given time. This arrangement offers flexibility in the use of the classroom as the number of children needing RSP services varies year to year.

## 1.2 FACILITIES PROGRAM

Major progress of facilities projects over the last six-month period include:

- Grand opening celebration for the completion of the second phase of the new Lemonwood K-8 school and the construction start of the Lemonwood Kindergarten annex project
- Completion and grand opening of the new grade 6-8 classroom building at Marshall Elementary School
- Continued construction of the new McKinna Elementary School
- DSA approval of the Rose Avenue K-5 reconstruction project
- Continued progress on the LAFCo land annexation process of the purchased Doris/Patterson site and nearing completion of the City of Oxnard/Coastal Commission approvals for the new Seabridge K-5 elementary school
- Receipt of approximately \$10.8 million in State aid reimbursements grants in November 2019

Over the long term, the Board and District have discussed and are evaluating the need to further consider options to once again to seek an interim local solution to mitigate the continued delay in the implementation of the State Schools Facility Program by the Governor and the impact of the balance of required facility improvements under the Master Construct Program.

### 1.3 FUNDING & SEQUENCING

The Program is funded by the use of Measure “R” and Measure “D” bond programs and other local funding, including developer fees, Mello Roos funds, and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

Total sources of funding are anticipated to increase to approximately \$437.9 million due to an increase in overall interest earnings anticipated over the life of the Program offset by decreases in projected State Aid, with a modest decrease attributed to lower than anticipated Developer Fee revenues during Fiscal Years 2018-19 and 2019-20. Planned expenditures are projected to equal \$400.2 million with Program Reserves projected at \$37.7 million overall to accommodate expected increases in future program expenses.

Adjustments to the approved budget include proposed budget increases to accommodate actual and projected remaining expenditures for the Doris/Patterson land acquisition efforts, Ramona kindergarten/flex classroom project, and districtwide technology efforts. Further adjustments have been made to accommodate earlier phased design, planning and implementation costs associated with the Doris/Patterson elementary and middle school projects, McAuliffe and Ritche modernization, and Drifill MPR projects, however, the total budgets for these projects remain unchanged. Other adjustments include moving select Phase 4 projects into Phase 3 to accommodate the anticipated timing of funds.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District’s educational program. The State’s delay in processing applications and projected decreases by the District in enrollment may negatively affect current State aid eligibility for Program reimbursements and implementation providing the need to consider further local funding options.

Table 1 provides a summary schedule provides an overview of the updated proposed phasing for the Program.

### 1.4 RECOMMENDATIONS

It is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program

- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board

**Table 1: Summary Schedule**

	<i>Fiscal Year</i>															
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
<b>Reconstruct:</b>																
Harrington	<i>Complete</i>															
Harrington Kindergarten Annex	<i>Complete</i>															
Lemonwood	<i>Complete</i>															
Lemonwood Kindergarten Annex																
Elm	<i>Complete</i>															
McKinna																
Rose Avenue																
<b>Construct:</b>																
Marshall 6-8 Classrooms	<i>Complete</i>															
Seabridge K-5																
Doris/Patterson K-5																
Doris/Patterson 6-8																
<b>Construct Kinder + SDC Classrooms/Additional Support Space:</b>																
Ramona																
Brekke																
Ritchen																
McAuliffe																
<b>21st Century Modernizations:</b>																
McAuliffe																
Ritchen																
<b>Multipurpose Rooms:</b>																
Fremont																
Haydock																
Kamala																
Chavez																
Curren																
Driffill																
Ramona																
Brekke																

# EDUCATIONAL PROGRAM

## 2.1 EDUCATIONAL PROGRAM UPDATE

The District continues to move forward with the integration of the Academic Strand Focus and Academy program into a comprehensive initiative with the purpose of strengthening curriculum and instruction, improving instructional practices, building capacity, supporting student learning, and developing a deeper understanding of the Common Core Standards (CCSS) and Next Generation Science Standards (NGSS).

The District’s educational program is grounded in the research by leading education experts Fullan and Quinn, DuFour and Reeves, Robert Marzano, Cohen and Ball, and Calkins, Ehrenworth and Lehman, and involves understanding the essential questions of the standards so as to gain a deeper understanding of the standards, and developing curriculum units designed to teach the essential learning. This process is referred to as “mapping the standards”. When developing these units, the teachers use the Academic Strand Focus or Academy themes of their schools as the backdrop for the projects that students will create that demonstrate mastery of the standards.

A three-year implementation plan has been developed to ensure that this project is completed. This plan details when grade levels will be mapping standards, writing instructional units, piloting and revising these units and publishing the units. In addition, specific staff development days have been determined with much of this work being done in the summer so that instructional time is not lost, and substitutes are not needed to cover the classrooms. The plan also includes the staff development necessary for the principals and other District administration as they develop coherence within all of the educational programs in the District.

It is important that District administrators and principals have a common understanding of high-quality instructional practices and a common language regarding these practices. To this end, the District began implementing programs to increase communication between District and site administrators. One of these programs implemented “Lab Days” beginning late fall of 2018 in which each District office administrator oversees a group of principals. They would meet with their group once a month. At their meetings, they would visit one of the schools and conduct “Instructional Rounds” which are a set of procedures for observing, analyzing, discussing, and understanding instruction that can be used to improve student learning at scale. This process was developed by Harvard Graduate School of Education professors Richard Elmore, Elizabeth City, and Lee Teitel. The primary purpose of the instructional rounds is to observe teachers and to compare their own instructional practices with those of the teacher they observe to be reflective in their work and to improve their instructional skills. The basic premise is that

people learn best about the meaning of high-quality instruction by observing teachers and the work students are asked to do, followed by meaningful conversation and analysis.

The District is using the 5 Dimensions of Teaching and Learning Instructional Framework developed by the Center for Educational Leadership at the University of Washington during the Instructional Rounds. It is a tool that provides a comprehensive reflection of the core elements of effective teaching. This framework provides a common language of instruction that defines teaching and learning along five dimensions: purpose, student engagement, curriculum and pedagogy, and assessment. When used effectively, it helps Districts implement high-quality instructional practices. This tool can be used as the “lens” for classroom observations, as a guide for teachers, and as a reference during lesson planning and staff meetings about instructional practices.

At the monthly Instructional Rounds, each group circulated through the classrooms and observed the instruction followed by an analysis of what was happening in the classroom. They observed the instructional core which consists of the student, teacher and the content of the lesson. The essential interaction between teacher, student, and content creates the basis of learning and is the first place that schools should look to improve student learning. The group gathers the following information during instructional rounds:

- *Describes* what they observed in class
- *Analyzes* any patterns that emerge
- *Predicts* the kind of learning they might expect from the teaching they observed
- *Recommends the next level of work* that could help the school better achieve their desired goal.

Information and observations gathered during the instructional rounds was used to guide subsequent professional development sessions. Building on the practice of conducting instructional rounds, “Learning Walks” were introduced this year. This process involves training principals on what good instruction looks like and how to give teachers feedback to increase good first instruction. Associated training for the “Learning Walks” is provided by Karen Beam of Teaching for Biliteracy Institute.

The District has placed a high premium on monitoring the implementation of this initiative to ensure that it is being well executed. Principals have received training on best practices to improve learning and what to look for when in the classroom. Principals in turn have trained their staff on these best practices. When District staff visit a classroom, they ask teachers, “Tell me what your principal is looking for when they come into your room?” If the teacher responds with one or more of the best practices, then implementation is happening. If the teacher does not know what the principal is looking for, then the District will work with the principal to ensure that all teachers know what good instruction entails. In addition, the implementation of the standards based instruction is also being monitored as well as the new units of instruction that were developed for grades K-1.

In parallel, the District is in the second year of its plan to fully implement standards based instruction using the CCSS and the Next Generation Science Standards NGSS and to integrate the Academic Strand Focus and Academy program into this comprehensive reform. The first year of this plan resulted in the mapping

of the standards for kindergarten and first grade and developing instructional units for the standards. Beginning in the fall of 2019, teachers started piloting the units and making the necessary adjustments to the curriculum as needed. The standards are the same for DLI and Structured English Immersion (SEI), only the language of instruction is different. This work is also used as a model for other grade levels as they begin this work.

In the second year of implementation, the District continues to develop coherence within the District programs, improve instructional practices, build capacity within the District and schools, improve student learning, increase the rigor of instruction, and develop a deeper understanding of the CCSS and NGSS. During the summer of 2019, the District continued the mapping process for grades two through five. A total of 250 teachers of the second through fifth grades were trained on how to map standards and develop instructional units to the standards. Following the training, instructional units were evaluated on a similar basis to the units developed for kindergarten and first grade instruction. The resulting second through fifth grade instructional units are currently being audited for rigor and grade level appropriateness by Karen Beam of Teaching for Biliteracy Institute and the goal is to begin piloting the second through fifth grade instructional this upcoming spring.

Additional training on standards implementation for the CCSS, NGSS, and History Social Science standards was also provided to teachers over the summer. The teachers who did not attend the summer training are receiving specific training after school on the development of curriculum by using the standards as the basis for the instruction. In addition, they are receiving training from a science Teacher on Special Assignment (TOSA) on the NGSS. Networks of teachers have been created throughout the District that are brought together afterschool to continue the training and mapping the standards in grades 2-5. Administrators meet with the teacher networks to ask what is working and what is not working to monitor and adjust the work that is being done.

To promote more rigorous instruction, principals have been trained on how to use the Matrix of Depth of Complexity and how to cross reference this with the test scores so that teachers can offer appropriate scaffolding for instruction. During teacher collaboration, principals meet with teacher groups, discuss the current depth of complexity found in the instructional plans, and then how to change the lesson to increase the depth of knowledge as well as strategies to use for scaffolding of the instruction for students who did not learn the material.

To further support the District's educational program, the District has included the ongoing implementation of the Academic Strand Focus and Academies at the school sites under LCAP Goal 1, Action 17 with the allocation of money to the school sites for use on enrichment activities, materials for instructional supplies and strand/STEAM/NGSS focus, subscriptions and applications for student iPads and interventions/tutoring. Intervention programs the District is using are Accelerated Reader and myOn program to support reading comprehension.

The District is moving away from intervention programs. The state testing data as well as District benchmarks suggest that the interventions were not effective. The goal is to have good first instruction. The money that was previously used on interventions is now being used to train teachers. A student

receives far more good instruction when good and effective first instruction is happening in the classroom than with a half hour pull out intervention program.

The District continues to provide support for students that need additional interventions to promote appropriate behaviors at school through the LCAP Goal 2. The District hires outreach consultants, counselors, behavior specialists, school resource officers, assistant principals to help with these efforts. These support personnel require an office in which to work and to meet with students.

## 2.2 21<sup>ST</sup> CENTURY DESIGN STANDARDS

The District now has four 21<sup>st</sup> Century schools, with an additional one completed and ready for occupancy beginning February 2020. Additional improvements have been made at 11 other schools in the District. These improvements provide the classroom environments in which teachers have the tools to provide the instructional shifts necessary to effect the 5 Dimensions of Teaching and Learning and improve the instructional core in the classroom. Along with the District training for the principals to provide the guidance and oversight for the implementation of these strategies, the District is poised for strong instructional shifts in the next year.

Building on the review of 21<sup>st</sup> Century Design Standards presented in the previous report, the District is proposing to implement a change in specification for instructional spaces related to intervention and special education. The District offers the full range of special education programs to students who have additional learning needs and can benefit from additional services. These programs include speech, psychological services, Resource Specialist Program (RSP), Special Day Class Mild to Moderate (SDC Non-Severe), and Special Day Class Moderate to Severe (SDC SH). The Education Specification for these educational support environments calls for the speech room to be 250 square feet as the speech therapist works with small groups of students ranging from one to six students in a group. The psychologist needs an office of 150 square feet to meet with one or two students at a time and to use for individual testing of students. The District embraces the push-in model for the RSP program with the RSP teacher working with the general education teacher to provide good instructional strategies within the general education classroom. There are times when the RSP teacher works with small groups of students, rarely more than 12 at a time, on a pull out basis. The current education specification calls for one room of 480 square feet. The District desires to change this specification to one 960 square foot room that can be utilized by two RSP teachers at any given time. This arrangement offers flexibility in the use of the classroom as the number of children needing RSP services varies year to year. Children in the SDC Mild to Moderate program will continue to be housed in a classroom that is comparable to the general education classrooms at the school sites while students in the SDC SH program will continue to be housed in a larger classroom of 1,350 square feet with an adjoining toilet and changing room and for older students a laundry facility and a small kitchen.

# FACILITIES PROGRAM

The Master Construct Program provides for 21<sup>st</sup> Century facilities over a series of improvement phases to provide local funding to reconfigure the District’s existing grade K-6 and 7-8 educational program into an education program that provided greater parent choice in instruction. To accomplish this goal, some of the smaller schools were transformed into K-5 schools, all the larger elementary schools were converted to K-8 schools and the remaining junior high facilities were transformed into grade 6-8 middle schools.

Commencing in 2013, the program adopted specifications to support academy programs, reconstruct older schools and support facilities, and remove portable classrooms. The program was further expanded in 2016 with increased funding sources and scope of improvements allocated to the program. To date, most replacement school projects are either complete or underway.

The next phases of improvements call for the construction of new elementary and middle school facilities and reconstructing Rose Avenue school. Additional 21<sup>st</sup> Century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites. Funding for these improvements is primarily from a combination of existing local sources and anticipated State aid reimbursements.

The following section provides an update of projects under management and projects anticipated to be initiated over the next six-month period. Project highlights are presented along with proposed adjustments to the budget and timeline. These components are then carried over for further consideration in the Master Budget, Schedule and Timeline recommendations later in this report.

## 3.1 PHASE 1 PROJECTS

All Phase 1 facility improvements for the Master Construct Program are completed pursuant to the Basic Strategy. Completed Phase 1 projects include upgrades to kindergarten and science labs across eight school sites; the reconstruction of Harrington, Lemonwood and Elm; construction of Kindergarten Annex facilities at Harrington; addition of the new 6-8 building at Marshall and the acquisition of the Seabridge K-5 elementary school site. There are no remaining Phase 1 improvements under construction. However, the Lemonwood Kindergarten Annex project is currently under construction and has been identified as a Phase 2 project and is included within this section for purposes of grouping these improvements within the Lemonwood update. Funding for all Phase 1 projects to date has been from local sources, primarily Measure “R” and portions of Measure “D”.

### 3.1.1 LEMONWOOD RECONSTRUCTION AND KINDERGARTEN ANNEX

The Lemonwood facility consists of an entirely new, 70,234 square foot state of the art campus reconstructed on the existing school site, replacing the school’s aging buildings with a modern K-8 facility. The campus consists of 29 general purpose classrooms, 4 kindergarten, 3 science labs, and 1 Special Day classroom, library, makers room multipurpose room/gymnasium, kitchen, administrative offices, restrooms, storage and ancillary rooms. Improvements were scheduled over two construction phases. The first phase of construction included the main classroom and multipurpose buildings and was occupied by students and staff, as planned, in February 2018.

The second phase of construction included completion of new kindergarten facilities and administration building as well as the restoration of playfields. The second phase of work achieved substantial completion in March 2019 and kindergarten students and site administration moved into the new buildings in April 2019. Associated onsite support facilities, such as, kindergarten playground, new staff parking lot, perimeter fencing, and associated utilities were also completed in April 2019. A grand opening event was conducted in September 2019 and was well attended and positively received by the community.



Lemonwood Grand Opening Event

The reconstruction of the Lemonwood facility also calls for the retention and repurposing of Building 3 of the original campus into six “Flex Classrooms” for enhanced kindergarten, transitional kindergarten, or special day class programs as may be required by the District. Construction of the project began in June 2019. Foundation work is complete and framing of the building additions and installation of the building mechanical, electrical and plumbing systems is progressing. The renovation is expected to be ready for occupancy in February 2020.

The Board approved “all in” budget for the Lemonwood reconstruction project is \$42.2 million and \$3.7 million for the Lemonwood Kindergarten Annex project, both of which have proceeded under a Lease Lease-Back agreement with a Guaranteed Maximum Price (GMP) construction contract. No budget adjustments are recommended at this time for these projects.

### 3.1.2 ELM RECONSTRUCTION

The new Elm Street Elementary School replaces the original aging buildings with a new 2-story 49,913 square foot facility with 19 permanent classrooms, 4 kindergarten, 1 special day classroom, piano lab,

library media center, administrative offices, restrooms, storage, ancillary rooms and playfields providing an entirely new, state of the art campus to serve grades K-5. The first phase of construction included the new buildings and was completed and occupied by the District in February 2019. The second phase of construction was completed in July 2019 and included demolition of the original school and creation of new playfields. The playfield was viewed and accepted by District’s maintenance staff in November 2019, and the Certificate of Completion will be presented for consideration at the December 2019 Board meeting. Following Board approval, the completed cost verification forms will be sent to the Division of State Architect (DSA) as the final step for project certification.

The Board approved “all in” budget for the Elm Reconstruction Project is \$32.9 million which has proceeded under a Lease Lease-Back agreement with a Guaranteed Maximum Price (GMP) construction contract. No budget adjustments are recommended at this time.



**New Elm Street Elementary School**

### 3.1.1.3 MARSHALL NEW CLASSROOM BUILDING

A new 20,768 square foot, two-story 12 classroom building is complete at Marshall Elementary School and provides the school with 9 additional classrooms to house six through eighth grade students to support a long-term K-8 educational program option at the site. The new building also features a performance classroom, 2 science labs, workrooms, elevator, storage and ancillary rooms. Construction commenced in September 2017 and reached substantial completion in August 2019 and was occupied at the start of the 2019-20 school year. A grand opening event was held in September 2019 and was well received by the community.



**New Marshall Classroom Building and Grand Opening Event**

The current Board approved “all in” budget for the Marshall project is \$12 million which has proceeded under a Lease Lease-Back agreement with a Guaranteed Maximum Price (GMP) construction contract and approved change orders. While no budget adjustments are recommended at this time, negotiations regarding costs related to the delay of construction due to DSA requests are underway and an adjustment is anticipated to be discussed in the next six-month report.

### 3.2 PHASE 2 PROJECTS

Phase 2 projects include those that are complete or under construction, have received DSA approval, and those that have been selected for implementation and will soon be assigned a team for design. McKinna Elementary is currently under construction, and completed projects include kindergarten/flex classrooms at McAuliffe, Ritche, Brekke, and Ramona. Seabridge and Rose Avenue have received DSA approval. Planning efforts associated with the LAFCo approval for the Doris/Patterson project continue, however the project has not yet begun the design process. Projects beginning the design process include the modernization of McAuliffe and Ritche elementary schools. The following sections provide further detail on the status of Phase 2 projects summarized above and expected outcomes over the next six months.

#### 3.2.1 MCKINNA ELEMENTARY RECONSTRUCTION

The McKinna Elementary School Reconstruction project consists of a 58,229 square foot new two-story 23 general purpose classroom building, with 4 kindergarten, 1 kinder-flex and 2 SDC classrooms, a library, piano lab, administration space, a multipurpose room, playfields and hard courts, and support spaces, including new parking. Upon completion of the facilities, the old school will be demolished, and new play fields and remaining support facilities will be constructed in their place.



**New Classroom Building and Administration Building**

Construction is currently underway and on schedule, and the campus contains five new buildings: the classroom building, kindergarten building, MPR building, administration building, and the library/media center. All five buildings have been framed, mechanical, electrical and plumbing systems have been installed, and finishes have been applied on the exterior and interior. Sitework, such as fencing, parking lot construction and landscaping, is progressing, and the District is scheduled to occupy the campus in February 2020. Occupancy may be delayed due to additional reviews conducted by DSA field staff. DSA is

requesting additional components in order to increase the fire durability of the covered walkways. CFW will continue to monitor the situation and advise staff of any potential delays.

The approved “all in” budget for the McKinna Elementary project is \$36.5 million which has proceeded under a Lease-Leaseback agreement with a Guaranteed Maximum Price (GMP) construction contract and approved change orders. No budget adjustments are recommended at this time.



McKinna School Construction Progress – November 2019

### 3.2.2 NEW KINDERGARTEN/FLEX CLASSROOM FACILITIES

The District has constructed additional modular kindergarten/flex classrooms to support the District’s transitional kindergarten (TK), kindergarten, and Special Education programs at McAuliffe, Ritchen, Brekke and Ramona Elementary Schools. Each project is Title 5 compliant and includes the construction of two modular classrooms along with support spaces (restrooms, storage, and work rooms).

In June 2018, construction started at Brekke, McAuliffe, and Ritchen with substantial completion having been achieved at all sites by November 2018. At Ramona, construction commenced in October 2018 and completed in June 2019. The District has occupied these classrooms.

The approved “all in” budgets for the following modular kindergarten/flex classrooms projects are as follows: Brekke- \$1.9 million, Ritchen- \$2.7 million, McAuliffe- \$2.6 million, and Ramona- \$2.2 million, all of which have proceeded under a Lease-Leaseback agreement with a Guaranteed Maximum Price (GMP) construction contracts and approved change orders. A budget increase of \$32,264 is recommended to Ramona to accommodate actual expenditures to date plus estimated remaining fees associated with California Department of Education. No other budget adjustments are recommended at this time for these projects.

### 3.2.3 ROSE AVENUE ELEMENTARY RECONSTRUCTION

The Rose Avenue project consists of a 58,347 square foot, two-story 23 general purpose classroom building, with 4 kindergarten classrooms, 1 kinder-flex, and 2 SDC classrooms, piano lab, library, makers room, administration space, multipurpose room, playfields, hard courts, and support spaces. The project is anticipated to be constructed in two phases, the first being the construction of the actual building followed by the demolition of the older school and completion of the play areas. DSA approval of the

plans were received in July 2019 and construction of the project is on hold pending the availability of State reimbursements and/or matching State grants.

It is important that the improvements be completed before expiration of any plans approved by DSA. Specifically, a school district shall, according to DSA and governing regulations, commence construction before the one-year anniversary of DSA approval otherwise risk voiding the approval. The regulations allow DSA to renew the approval annually not to exceed four years but authorize DSA to require school districts to revise the plans and specifications at its discretion to meet current regulations (e.g. Title 24 code changes). As such, the completion of all work must be completed within four years of DSA approval.

Subject to the District maintaining sufficient enrollment, an application for new construction School Facility Program (SFP) Financial Hardship funding was submitted to the State in October 2019 for an estimated \$21.2 million. The approved “all in” budget for the Rose Avenue project is \$30.7 million and no adjustment to the overall budget is recommended at this time.

#### 3.2.4 SEABRIDGE ELEMENTARY NEW CONSTRUCTION

The Seabridge K-5 School project consists of a 48,802 square foot, two-story 19 general purpose classroom building, with 4 kindergarten classrooms, 1 SDC classroom, piano lab, library, makers room, administration space, multipurpose room, playfields, hard courts, and support spaces, including parking. The Seabridge project received DSA approval for construction in October 2018. At this time, the District is seeking final approval of a Coastal Development Permit from the City of Oxnard in order to proceed with the construction of the project. An application for a Coastal Development Permit was prepared and submitted to the City for consideration in June 2019 and is still under review. An initial bidding of the project resulted in cost estimates exceeding the allocated budget. A rebid of the project is estimated to be conducted over the next six months with the goal of maintaining the established budget. The current Board approved “all in” budget for the Seabridge project is \$28.6 million. No budget adjustments are recommended at this time; however, adjustments may be required subject to future bid outcomes as described above.

#### 3.2.5 DORIS/PATTERSON NEW CONSTRUCTION

The District has acquired a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new 700 student K-5 and 1,200 student 6-8 middle school facility, plus the ability to accommodate a District administrative center. The District has completed the California Environmental Quality Act (CEQA) and Department of Toxic Substances Control (DTSC) review requirements for the project. The project also requires annexation into the City of Oxnard, pursuant to the Ventura County Local Agency Formation Commission (LAFCo) approval of several changes of organization, collectively called reorganization. This LAFCO process is currently underway and is anticipated to conclude in mid-2020.

The current Board-approved budget for the environmental planning/LAFCo efforts for the project is \$800,572 and \$9.2 million for land acquisition. No budget adjustments to the environmental planning/LAFCo efforts is recommended at this time. An adjustment of \$11,842 is recommended to the

land acquisition costs to accommodate actual expenditures to date. Further, an overall adjustment of \$762,287 is proposed to be moved forward into Phase 2 to accommodate actual expenditures associated with the planning and implementation efforts for the K-5 and 6-8 Doris Patterson project budgets, however, this adjustment will not increase the total budgets for these projects. These adjustments are proposed to be accommodated through available program reserves within Phase 2.

### 3.2.6 MCAULIFFE ELEMENTARY MODERNIZATION

The Master Construct Program provides for the modernization of McAuliffe Elementary, including its 28 classrooms, STEAM Academy lab and piano lab, and support spaces to comply with the District’s vision and specification for 21<sup>st</sup> Century K-5 classroom and support school facilities. Proposed improvements for permanent classrooms include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, furnishings, as well as data and other technology upgrades. Upgrading the library into a Media Center, is proposed as are improvements to the multipurpose room, the HVAC system and converting two adjacent supply rooms into administrative and counselor space. An architect selection process was conducted in September 2019 to assign a firm to the proposed improvements. The selected architect’s proposal for the improvements is anticipated to be reviewed by the Board in December 2019.

The adopted “all-in” budget for the McAuliffe project, including hard and soft costs is \$4,959,744. No change to the adopted budget is proposed at this time.

### 3.2.7 RITCHEN ELEMENTARY MODERNIZATION

The Master Construct Program provides for the modernization of Ritchen Elementary, including its existing 28 classrooms, science and piano labs, MPR, library and support spaces to comply with the District’s vision and specification for 21<sup>st</sup> Century K-5 classroom and support school facilities. Proposed improvements include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, HVAC, and furnishings, as well as data and other technology upgrades and additional administrative spaces. In conjunction with the McAuliffe modernization, an architect selection process was conducted in September 2019 with the selected architect’s proposal anticipated to be reviewed by the Board in December 2019.

The adopted “all-in” budget for the Ritchen project, including hard and soft costs is \$4,905,850. No change to the adopted budget is proposed at this time.

### 3.2.8 ENHANCED MASTER CONSTRUCT IMPROVEMENTS

In 2016, the Board established a Master Construct Program to expand the Program’s goals and specifications, increase the sources and scope of improvements allocated to the Program, and identify and leverage the level of proposed improvements over the next 5-year period for implementation by the Board. To date, the facilities component has led to the design of 8 new schools, the construction of 6 schools, the acquisition of 2 new school sites, plus construction of TK/K and special education facilities at various existing sites. Based on a series of updates, special workshops and identified needs, the Board has requested that a review be undertaken that integrates the District’s vision for educational initiatives with

the ongoing educational and remaining facilities program and includes an analysis of existing and proposed programs and facilities to enhance the scope of the Master Construct Program, increase equity at remaining school sites to be improved, and present options for Board consideration.

The first of three planned Board study sessions was conducted on October 18, 2019 and provided the framework for evaluating the feasibility of providing 21<sup>st</sup> Century Learning Environments to all remaining school sites. The complete report is scheduled to be delivered to the District in early spring for Board consideration.

### 3.3 RECOMMENDATIONS

Over the next six-month period, the work program proposes continued Board review and consideration of projects as presented through an ongoing series of workshops or Board action items. As part of this report, it is recommended that the Board accept recommendations within this section to add proposed projects, adjust budgets, schedules and timelines as indicated, based on Board approval as needed.

# PROGRAM FUNDING & EXPENDITURES

This section reviews existing and anticipated sources of funds for implementing the proposed facilities for the Master Construct and Implementation Program. Major funding sources include Measure “R” and Measure “D” bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The Program seeks to maximize remaining State aid eligibility for modernization and new construction grant funding for school facilities as State funds become available under the School Facility Program (SFP) and other related programs that fund public school facilities construction.

In November 2019, the District received approximately \$10.8 million in new construction and modernization reimbursement grants from the State. Approximately \$83.2 million in submitted new construction and modernization applications remain in line at the State for review and funding. In addition, the District submitted applications during all available funding rounds under the Full-Day Kindergarten Facilities Grant Program but was not funded due to the program being oversubscribed. A further review of the SFP and Kindergarten Grant programs and estimated District eligibility is provided below.

All Mello Roos and Measure “R” bond proceeds have been received, and available capital program balances have been applied towards Phase 1 improvements. Local developer fees continue to flow into the program as additional residential construction is approved within the boundaries of the District. The District has issued approximately \$95 million in Measure “D” bonds in support of Phase 2 improvements, leaving approximately \$47.5 million in remaining authorization, and all previous bond authorization has been fully issued and utilized.

The following provides an update to the prior Program funding and expenditures provided to the Board in the June 2019 report. This section provides a comprehensive review of the funding program, including a review of State aid grants, projected local developer fees, and local general obligation bond proceeds, all which may assist in the implementation of the remaining Master Construct Program. The report recommends adjustments to the Master Budget and Schedule that are required in accordance with financial or policy decisions undertaken by the District and the State from the prior periods and proposed activities over the next six-month period. Potential shortfalls due to enrollment decline or further delays in receipt of State aid are identified and provided for review and further consideration.

## 4.1 STATE MATCHING GRANTS

Through the Office of Public School Construction (OPSC), the State of California provides funding assistance to eligible school districts through the SFP. OPSC operates various programs pursuant to State law and provides projects to be considered by the State Allocation Board (SAB) for funding. Funding is provided to school districts in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project-specific costs. Individual pupil grant amounts are periodically reviewed for adjustment by the SAB. The program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion from available district funds. This may include proceeds from local general obligation bonds, developer fees, and a district's general fund. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement through a hardship review and approval by the OPSC and the SAB, subject to additional constraints and requirements.

The Master Construct Program utilizes an integrated strategy to leverage State aid new construction and modernization grants. The Basic Strategy is to fund the upfront design and construction of projects with 100 percent local funds that are eligible for State aid reimbursement by qualifying for State matching grants. The Extended Strategy uses reimbursed State grant monies to extend construction beyond local funding of remaining State aid eligible/non-eligible projects. Once all local funding and State aid reimbursements are encumbered, the District may qualify for Financial Hardship status and receive 100% State funding for eligible projects, which is the Enhanced Strategy. Currently, the Basic and Extended Strategies are in effect as Financial Hardship funds are not being provided in a timely manner.

Figure 1: State Aid Strategy



In November 2019, the District received approximately \$10.8 million in new construction and modernization reimbursement grants from the State for the completed Harrington reconstruction and Fremont modernization projects. Approximately \$83.2 million in remaining new construction and modernization applications remain in line at the State for review and funding; however eligibility for these funds have been impacted by substantial enrollment decline. While the District submitted for all available funding application rounds under the Full-Day Kindergarten Facilities Grant Program, the District was not funded due to the program being oversubscribed. The governor has made \$300 million in additional State funding available to the Full-Day Kindergarten Facilities Grant Program, but only districts who do not currently offer full-day kindergarten instruction are eligible in the initial funding round, leaving the Oxnard School District ineligible to participate at this time.

CFW continues to monitor grant applications to the State and activities of the SAB for the allocation of eligible State funding. The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the Master Construct Program. These programs are summarized below as well as the District’s current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are also presented.

#### 4.1.1 STATE AID MODERNIZATION

The SFP Modernization Program provides funds on a 60-40 State and local sharing basis for improvements that enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.
2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The 2019 pupil grant is currently \$4,644 for elementary grades and \$4,912 for middle school grades. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

Under SB 50, the State provides the option of a “Like for Like” approach towards utilizing available modernization eligibility towards new construction. The “Like for Like” approach allows school districts to utilize modernization funding for new construction projects, if the new construction is replacing a facility with a similar facility that requires modernization. These funds do not affect a district’s new construction pupil grant eligibility and are in addition to any available new construction funding. Funds allocated under “Like for Like” would be based on the modernization grant eligibility on a site-by-site basis. The District continues to utilize this approach, where applicable, to augment the amount of funding available to construct replacement school facilities.

Tables 2 and 3 summarize the District’s remaining estimated eligibility for State modernization grants for 302 permanent and 49 portable facilities that by the end of the Program would have been last modernized or placed in service at least 25 or 20 years ago, respectively. The estimated grants amounts reflect the estimated eligible classrooms and the District’s FY2018-19 enrollment of students per site. Upon receipt of the official FY2019-20 enrollment published by the State in January 2020, a subsequent review will need to be conducted as to any impact of enrollment changes since the previous year.

Since the June 2019 report, the estimated grant amounts have been updated to reflect prior pupil grants utilized at these school sites, resulting in estimated grants at certain sites projected to become available at a later time. No change is estimated to the grand total grant amounts. As reported in June 2019, assuming there are sufficient students enrolled at the time an application is submitted for those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8, there is a potential combined eligibility over the period of the Program of approximately \$39.7 million in matching modernization grants.

As shown in Table 2, the estimated grants for Marina West are projected to become available at a later date, shifting from Phase III (2021-25) to Phase IV (2026-29), based on documentation provided by the District regarding previous projects which utilized school site modernization pupil grants. The District may be eligible for approximately \$36.9 million in remaining matching modernization grants from permanent classrooms. Approximately \$16.2 million is currently available through FY2020 for two elementary schools (McAuliffe and Ritchen) and two of the middle schools (Haydock and Frank), with Frank having the largest amount of grant eligibility available. Approximately \$5.6 million in grants are estimated to be eligible in the FY 2021-25 period. The majority of the remaining eligibility of approximately \$15.1 million is not fully eligible for grant funding until the FY 2026-29 period. To access any of these funds, the District must design and receive DSA project approval prior to the submittal of an application for modernization funding of a facility.

**Table 2: Estimated Remaining Modernization Eligibility from Permanent Classrooms: 60/40 Program**

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	24	0		0		24	\$2,804,976	0		\$2,804,976
Chavez	29	0		0		0		29	\$3,366,900	\$3,366,900
Curren	0	0		0		0		0		\$0
Driffill	0	0		0		0		0		\$0
Elm	0	0		0		0		0		\$0
Frank	45	0		45	\$5,968,080	0		0		\$5,968,080
Fremont	31	0		0		0		31	\$4,170,288	\$4,170,288
Harrington	0	0		0		0		0		\$0
Haydock	32	32	\$4,243,968	0		0		0		\$4,243,968
Kamala	0	0		0		0		0		\$0
Lemonwood	0	0		0		0		0		\$0
Marina West	20	0		0		0		20	\$2,322,000	\$2,322,000
Marshall	24	0		0		0		24	\$2,753,892	\$2,753,892
McAuliffe	27	27	\$3,125,412	0		0		0		\$3,125,412
McKinna	0	0		0		0		0		\$0
Ramona	24	0		0		24	\$2,814,264	0		\$2,814,264
Ritchen	24	24	\$2,842,128	0		0		0		\$2,842,128
Rose Avenue	0	0		0		0		0		\$0
Sierra Linda	21	0		0		0		21	\$2,438,100	\$2,438,100
Soria	0	0		0		0		0		\$0
<b>Total</b>	<b>302</b>	<b>83</b>	<b>\$10,211,508</b>	<b>45</b>	<b>\$5,968,080</b>	<b>48</b>	<b>\$5,619,240</b>	<b>125</b>	<b>\$15,051,180</b>	<b>\$36,850,008</b>

\*Current dollars

**Table 3: Estimated Remaining Modernization Eligibility from Portable Classrooms: 60/40 Program**

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	0	0		0		0		0		\$0
Chavez	0	0		0		0		0		\$0
Curren	2	0		0		2	\$232,200	0		\$232,200
Driffill	0	0		0		0		0		\$0
Elm	3	0		3	\$348,300	0		0		\$348,300
Frank	0	0		0		0		0		\$0
Fremont	8	8	\$1,060,992	0		0		0		\$1,060,992
Harrington	5	3	\$348,300	2	\$232,200	0		0		\$580,500
Haydock	1	0		0		1	\$152,272	0		\$152,272
Kamala	6	0		5	\$580,500	1	\$116,100	0		\$696,600
Lemonwood	7	6	\$696,600	1	\$116,100	0		0		\$812,700
Marina West	4	0		0		0		4	\$441,180	\$441,180
Marshall	0	0		0		0		0		\$0
McAuliffe	1	1	\$116,100	0		0		0		\$116,100
McKinna	4	4	\$464,400	0		0		0		\$464,400
Ramona	0	0		0		0		0		\$0
Ritchen	0	0		0		0		0		\$0
Rose Avenue	3	0		0		3	\$348,300	0		\$348,300
Sierra Linda	5	0		0		5	\$631,584	0		\$631,584
Soria	0	0		0		0		0		\$0
<b>Total</b>	<b>49</b>	<b>22</b>	<b>\$2,686,392</b>	<b>11</b>	<b>\$1,277,100</b>	<b>13</b>	<b>\$1,480,456</b>	<b>4</b>	<b>\$441,180</b>	<b>\$5,885,128</b>
<b>Submitted Applications</b>										
Project 1 - Fremont		8	\$1,060,992							
Project 1 - McAuliffe		1	\$116,100							
Harrington Kinder Annex				5	\$580,500					
Lemonwood K-8 Portables		6	\$696,600	1	\$116,100					
Elm Portables				3	\$348,300					
McKinna Portables		4	\$464,400							
<b>Total</b>		<b>19</b>	<b>\$2,338,092</b>	<b>9</b>	<b>\$696,600</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$3,034,692</b>
<b>Remaining Eligibility</b>		<b>3</b>	<b>\$348,300</b>	<b>2</b>	<b>\$580,500</b>	<b>13</b>	<b>\$1,480,456</b>	<b>4</b>	<b>\$441,180</b>	<b>\$2,850,436</b>

\*Current dollars

Table 3 demonstrates remaining eligibility of approximately \$2.85 million for portable classrooms that exceed their 20-year life and are eligible for modernization during the term of the Program. To date, approximately \$3.0 million in modernization applications have been submitted to the OPSC for grant reimbursements. These amounts exclude any estimated additional grants anticipated beyond the base pupil grants for associated site development costs. All modernization applications require a local match to be provided by the District, unless Financial Hardship is utilized as explained later in this section. Since the June 2019 report, the estimated grants during Phase II (2018-20) time frame have been reduced and moved instead into later phases due to newly provided information regarding previously utilized pupil grants for projects at Rose Avenue, Sierra Linda, and Marina West schools.

Wherever possible, the District has attempted to accrue as much State aid eligibility as possible before proceeding with the demolition and reconstruction of eligible facilities, including replacement schools. Since portable classrooms were introduced at specific sites at various dates to accommodate accelerating enrollment in prior periods, not all portable classrooms are eligible for reimbursement at the same time or in the scheduled implementation of the Master Construct Program. Therefore, in certain cases, not all eligibility has been able to be utilized on a project-by-project basis before commencing with the replacement of a facility.

With regards to the District’s McAuliffe modernization application, this was returned to the District based on the State’s revised requirement that "districts seeking a Modernization Grant must submit Form SAB 50-04 for at least 101 grants, or the remaining modernization eligibility at the school site if less than 101 grants." In addition, the District would need to certify that 60% of the total project costs were associated with construction. In the case of the McAuliffe application, only 25 pupil grants were utilized and a review of the final construction costs resulted in an amount less than the 60% requirement. A new construction funding application was recently submitted for the Rose Avenue project as a Financial Hardship request. Assuming Rose Avenue would be subject to this same requirement and would not meet the “101 grants” based on the estimated remaining eligibility, a modernization grant application was not submitted. Additionally, the portables at Rose Avenue are not projected to be eligible until Phase III in 2024.

As previously reported, should enrollment trends change over time at each site and at the time a modernization application is submitted, the estimated grant amounts may increase or decrease further. In addition, at time of application, additional grant dollars may be garnered by identification of eligible Special Day Class (SDC) pupils per site as SDC pupils are assigned a higher per pupil grant amount than standard pupils. The ability to use all of these grants, however, is contingent on the priority of projects to be funded by the Board, the planned use of these classrooms to house students, available matching funds, sustained enrollment, and the corresponding timeline and schedule adopted as part of the Master Construct Program.

#### 4.1.2 STATE AID NEW CONSTRUCTION

The State’s New Construction Program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add capacity to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district’s projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for elementary grades and 27 students per classroom for middle grades. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the number of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently available to house pupils. Until approved for construction, eligibility is subject to annual review.
2. **Funding:** Once eligibility is approved; a district may apply for funding on a 50/50 State grant/local match basis. The 2019 pupil grant is currently \$12,197 for elementary grades and \$12,901 for middle grades and is counted based on each student found to exceed a district’s permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual

construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

As with other State grants, the method by which a district qualifies for new construction eligibility has been changed by OPSC and the SAB since the passage of Proposition 51. The new requirements state that districts must update their new construction eligibility whenever their application is reviewed by OPSC. In essence, a District with multiple applications submitted over succeeding periods will be required to update their new construction eligibility each year, based in large part on the annual change in CALPADS enrollment, measured each October. The eligibility analysis is based in large part on the trend of a district's last four years of enrollment with the most recent years weighed more heavily than the first. Approved, but not yet built residential units are also included and added to future enrollment projections at a rate of 0.5 students per approved, but unbuilt unit. Jointly, this tends to substantially accentuate the trend moving forward, especially in the context of declining enrollment or decreased residential construction.

Based upon these State requirements, the District undertook the exercise of updating its new construction baseline eligibility in support of the Lemonwood new construction application under review by the State. An analysis based upon the most current enrollment data, proposed dwelling unit development, and birth rate data for Ventura County and the five ZIP codes that the District serves produced a new construction baseline eligibility that cannot support any new construction applications at this time. As part of this review, data from the City of Oxnard's published quarterly project list which includes a summary of residential projects that are either proposed, approved, or in process (under construction or in plan-check) was analyzed. In this October 2019 City report, the residential units totaled 1,824; the next update is anticipated in January 2020. As such, the Lemonwood new construction application of approximately \$13 million under consideration of the OPSC is recommended to be rescinded by the District and resubmitted to the State to allow more time for District enrollment to recover or for additional development in the District to occur.

To increase new construction eligibility and in some cases modernization eligibility, the District will need to increase pupil enrollment. Because of the formula for calculating new construction eligibility by OPSC, increasing the Kindergarten enrollment is the most important. Outreach efforts were made at the end of the school year to encourage parents to enroll their kindergarten students in Oxnard Schools. The District made a special effort to conduct outreach to parents in all preschools, putting up large signs by each elementary school advertising the kindergarten programs in the District, and to have principals encourage families to enroll their students in Oxnard schools. The District has both a half day and extended day kindergarten program. Some parents are taking their child to nearby full day kindergarten programs. The District is looking into offering full day kindergarten programs as a way to meet family needs as well as extended educational opportunities for the students.

Table 4 presents the latest ranked order of State workload list applications as of September 30, 2019, to be allocated to fund the remaining applications for the Master Construct projects that await funding and review by the State and assumes the resubmittal of the Lemonwood new construction application. As

shown, \$83.2 million in applications await funding and review, including \$81 million in new construction and \$2.2 million in modernization.

According to this list, there are approximately \$1.8 billion worth of applications ahead of the next project to be funded, Thurgood Marshall. Based upon the current processing rate of applications by the State, the Marshall application is estimated to be reviewed by the State by October 2020, which may provide the District time to input new enrollment data for the FY2020-21 school year. This will also provide additional time to garner any additional housing units that the City will approve. The balance of submitted District applications require between \$3 and \$4 billion in State funding to be apportioned. These applications in line will have additional time available before their eligibility is recalculated and certified, thus giving the District time to implement additional measures to increase enrollment.

The OPSC has maintained the opportunity for districts to be reimbursed up to five years after the date of construction of new facilities should there be an upswing in enrollment or increased residential development that would justify additional eligibility. Such new eligibility may be documented and applied for reimbursement of previously constructed facilities within the five-year window. In order to utilize this option, however, the State needs to have an ongoing active and fully funded facilities program at that time, otherwise a district may once again be subject to fluctuations in enrollment while waiting in line. This has been the case for the Oxnard School District over the last five years.

If enrollment and the consequent eligibility do not rebound in time to access the funding of the remaining applications by the SAB, the District would be in need of additional local funding to make up for the shortfall for future projects not yet being implemented.

**Table 4: Estimated State Ranked Funding Order of Submitted District Applications**

Projects	Type	Total Grant	Applications Ahead
Lemonwood	New Construction	\$13,067,262	Pending
Marshall	New Construction	\$4,401,416	\$1,847,882,149
Elm	New Construction	\$8,858,540	\$3,027,673,159
Harrington Kinder Annex	Modernization	\$626,040	\$3,124,768,727
Lemonwood Portables	Modernization	\$812,700	\$3,317,742,208
Ritchen Kinder	New Construction	\$828,027	\$3,788,081,831
Brekke Kinder	New Construction	\$665,648	\$3,788,890,058
McAuliffe Kinder	New Construction	\$883,665	\$3,789,535,906
Lemonwood Use of Grants	New Construction	\$2,006,432	\$3,847,077,548
Elm Use of Grants	New Construction	\$878,184	\$3,849,014,995
Marshall Use of Grants	New Construction	\$1,009,552	\$3,849,847,819
McKinna	New Construction	\$10,561,358	\$3,850,805,195
McKinna Use of Grants	New Construction	\$1,012,351	\$3,861,052,745
Elm Portables	Modernization	\$348,300	\$3,862,885,597
McKinna Portables	Modernization	\$464,400	\$3,863,290,476
Ramona Kinder	New Construction	\$616,932	\$3,868,148,681
Seabridge + Land	New Construction	\$14,185,304	Beyond Authority List
Seabridge Use of Grants	New Construction	\$829,396	Beyond Authority List
Rose Avenue <sup>1</sup>	New Construction	\$21,153,326	Beyond Authority List
<b>Total</b>		<b>\$83,208,833</b>	

**Note:**

1. Estimated grants for Rose Avenue assumes Financial Hardship

#### 4.1.3 FULL-DAY KINDERGARTEN GRANT PROGRAM

As part of the State’s budget for 2018-19, AB 1808, Article 7 created the Full-Day Kindergarten Facilities Grant Program providing \$100 million in one-time grants to construct new or retrofit existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction. For this purpose, “Full-Day Kindergarten” is defined as a school day program exceeding 4 hours, exclusive of recesses. Projects may consist of the construction of a new facility or the acquisition and conversion of an existing building for public school use. This program is not designed to provide full-day kindergarten classrooms for projected kindergarten enrollment growth.

Grants are awarded to districts that lack the facilities to provide full-day kindergarten or lack facilities that satisfy the design requirements for new kindergarten classrooms. Districts are required to provide 50 percent of the cost of new construction and 40 percent of retrofit projects, unless the district meets the requirements for Financial Hardship. Program funds made available to districts are to supplement, not supplant, existing funds available for school facilities construction. Moreover, projects utilizing Full Day Kindergarten Program grants may not combine kindergarten pupil grants with the SFP.

Eligibility is determined on a site-by-site basis; however, priority for funding is based on districtwide criteria. A school site is considered lacking full-day kindergarten facilities if the kindergarten enrollment at the site exceeds the classroom capacity at the site using the SFP loading standard of 25 pupils per classroom and if the existing facilities do not meet current California Department of Education (CDE) requirements. Districts must also rank the priority of multiple applications for funding consideration. If there are sufficient funds to apportion all submitted valid and completed applications, projects will be funded based on the date the application are received. If funds are insufficient to fully fund all of the applications, priority points will be given to districts that meet the following criteria:

- Meet eligibility requirements for Financial Hardship (40 points)
- Have a high concentration of underserved communities (up to 40 points) defined as a school district with a high population of pupils who are eligible for Free and Reduced-Price Meals

The District submitted four applications for the January 2019 and May 2019 funding rounds but did not receive funding due to the program being oversubscribed.

The governor has prioritized shifting kindergarten from part-day to full-day programs and has made \$300 million in additional State funding available to build new classrooms or retrofit existing classrooms to meet State standards. Only districts who do not currently offer full-day kindergarten instruction, which the State defines as a school day program with at least 4 hours of instructional time, excluding recess, will be allowed to apply during the April 2020 funding round. Therefore, the Oxnard School District is not eligible to participate in the next available funding round.

#### 4.1.4 FINANCIAL HARDSHIP FUNDING

The State provides a Financial Hardship Program to assist districts that cannot provide all or part of their local match for an approved modernization or new construction SFP project. In Financial Hardship, the State funds its normal grant amount, and if a district is found to be eligible, provides an additional grant

amount equal to the portion of the match that would have been required to be funded by a district. This in effect increases the amount of grant funding a district would otherwise receive. To qualify, a district must be charging the maximum developer fee and meet one of the following criteria:

- Bonded indebtedness of 60 percent or greater
- Successful passage of a Prop. 39 Bond
- District total bonding capacity of less than \$5 million

At this time, the Oxnard District has exceeded its net bonding capacity by 60 percent and may be eligible for Financial Hardship.

Under the current Financial Hardship Program, a district must have exhausted all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State’s grant in lieu of the District’s match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35) are required throughout the project period that a district is in Hardship funding and at “close out”, or completion of the project. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for both planning and/or construction funds.

Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g. modular) must be employed to achieve the desired space requirement for housing students or additional local funding must be provided thereafter to complete a hardship project.

As pointed out in other cases, the OPSC has implemented a change to the Financial Hardship program requiring that the Financial Hardship period begin on the date of application, regardless of the date an application is reviewed by OPSC or approved by the SAB – restricting its use. This requires that the District sequence projects proposed for Financial Hardship after any and all anticipated and available capital funds are encumbered, which may result in delaying Financial Hardship projects to later implementation phases of the Master Construct Program, once other funds have been exhausted.

A new construction funding application requesting Financial Hardship was submitted to the State in October 2019 for the Rose Avenue project and is currently on the State’s “Beyond Authority List” of acknowledged but not processed applications.

#### 4.1.5 SUBMITTED STATE AID APPLICATIONS

Table 5 presents State aid applications that have been filed with the OPSC and are awaiting review and funding by the State, totaling approximately \$83.2 million and assuming the resubmittal of the Lemonwood new construction application. It also reflects the current pupil grant amounts in effect for 2019 by the SAB and estimated additional anticipated allowances for supplemental grants such as site development and land acquisition costs. The majority of these applications rely on the actual or projected

number of students and associated pupil grants available to house those students. The balance relies in large part on the application of a “use of grants” provision allowed by the SFP to accelerate additional funding by applying for additional grants to be used in the construction of a school facility.

The “use of grants” approach allows a district to utilize higher pupil loading standards than the State standard on its funding application, as long as those standards are within the approved district’s teacher contract and do not exceed 33 pupils per classroom. A higher loading standard increases the number of pupil grants that the State would allocate to a project, which in turn increases the amount of State funding for that project. Notwithstanding the application, a district is not required to actually load the classroom at the higher local standard when built. By using a higher standard on the application but a lower standard in the actual loading of classrooms, the share of the project cost shouldered by the State is increased while decreasing that of the District.

This funding mechanism can decrease the local cost of new facilities for a district, but it requires the diversion of pupil grants from other district projects that the State would otherwise have found eligible. The use of grants mechanism does not increase a district’s overall number of pupil grants; instead, it transfers to one project a portion of the grants that would have otherwise been used on another eligible project. This approach has enabled the District to apply for eligible pupil grants sooner than anticipated by enabling the ability to apply these additional grants to existing projects.

**Table 5: Submitted State Aid Applications**

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
Lemonwood	New Const.	926	575	351	13	13	0	\$11,839,512	\$1,227,750	\$13,067,262
Marshall	New Const.	316	100	216	0	0	0	\$4,006,316	\$395,100	\$4,401,416
Elm	New Const.	600	600	0	13	13	0	\$7,616,186	\$1,242,354	\$8,858,540
Harrington Kinder Annex	Mod.	125	125	0	0	0	0	\$580,500	\$45,540	\$626,040
Lemonwood Portables	Mod.	175	175	0	0	0	0	\$812,700	\$0	\$812,700
Ritchen Kinder	New Const.	0	0	0	18	0	18	\$616,932	\$211,095	\$828,027
Brekke Kinder	New Const.	0	0	0	18	0	18	\$616,932	\$48,716	\$665,648
McAuliffe Kinder	New Const.	0	0	0	18	0	18	\$616,932	\$266,733	\$883,665
Lemonwood Use of Grants	New Const.	160	82	78	0	0	0	\$2,006,432	\$0	\$2,006,432
Elm Use of Grants	New Const.	72	72	0	0	0	0	\$878,184	\$0	\$878,184
Marshall Use of Grants	New Const.	80	32	48	0	0	0	\$1,009,552	\$0	\$1,009,552
McKinna	New Const.	675	675	0	35	26	9	\$9,137,413	\$1,423,945	\$10,561,358
McKinna Use of Grants	New Const.	83	83	0	0	0	0	\$1,012,351	\$0	\$1,012,351
Elm Portables	Mod.	75	75	0	0	0	0	\$348,300	\$0	\$348,300
McKinna Portables	Mod.	100	100	0	0	0	0	\$464,400	\$0	\$464,400
Ramona Kinder	New Const.	0	0	0	18	0	18	\$616,932	\$0	\$616,932
Seabridge + Land	New Const.	575	575	0	13	13	0	\$7,311,261	\$6,874,043	\$14,185,304
Seabridge Use of Grants	New Const.	68	68	0	0	0	0	\$829,396	\$0	\$829,396
Rose Avenue <sup>1</sup>	New Const.	675	675	0	35	26	9	\$18,274,826	\$2,878,500	\$21,153,326
<b>Total</b>		<b>4,705</b>	<b>4,012</b>	<b>693</b>	<b>181</b>	<b>91</b>	<b>90</b>	<b>\$68,595,057</b>	<b>\$14,613,776</b>	<b>\$83,208,833</b>
<i>Total New Construction Pupils Used</i>		<i>4,230</i>	<i>3,537</i>	<i>693</i>	<i>181</i>	<i>91</i>	<i>90</i>			
<i>Total Modernization Pupils Used</i>		<i>475</i>	<i>475</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>			

**Note:**

1. Estimated grants for Rose Avenue assumes Financial Hardship

At this time, the District has submitted 18 applications awaiting State reimbursement and one application (Rose Avenue) requesting Financial Hardship totaling approximately \$83.2 million. In November 2019, the District received approximately \$10.8 million in reimbursement funds for the completed Harrington

Reconstruction and Fremont modernization projects. The prior submitted applications for the completed McAuliffe modernization (\$119,206) and Lemonwood Reconstruction (\$13 million) were rescinded due to the insufficient eligibility at time of review by the State. A resubmittal of the Lemonwood new construction application is recommended, which would result in the application being placed in line for future review and subject to the District regaining its funding eligibility. The funding amounts from remaining applications awaiting review assume the District is able to regain or maintain its previous enrollment; otherwise any shortfall will need to be funded from local sources under the Basic Strategy.

Over the next six months, the team will continue to monitor application status with OPSC and respond to any new opportunities, exceptions and review notices received in order to keep the District as informed as possible on any needs for program adjustments.

#### 4.1.6 PROPOSITION 13 - PUBLIC PRESCHOOL, K-12, AND COLLEGE HEALTH AND SAFETY BOND ACT OF 2020

Voters will consider Proposition 13, the “Public Preschool, K-12, and College Health and Safety Bond Act of 2020,” in March 2020. The Proposition authorizes a \$15 billion state facilities bond to replenish facilities funding available to school districts across the state. If approved by voters, \$9 billion will be allocated for K-12 education in the following manner:

- \$5.2 billion for the modernization of school facilities
- \$2.8 billion for new construction of school facilities
- \$500 million for providing school facilities for charter schools
- \$500 million for facilities for career technical education (CTE) programs

It is anticipated that the District’s State aid applications currently considered “Received Beyond Bonding Authority” would be funded by Proposition 13.

## 4.2 DEVELOPER FEES

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620. The purpose of these fees is to offset the student enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The regulations also permit an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of Developer Fees that can be assessed:

- Level 1 fees are established by statute and adjusted by the State Allocation Board and are currently \$3.79 per square foot of residential development and \$0.61 per square foot of commercial and industrial development
- Level 2 fees constitute up to 50% of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the will State pay for the other 50% of cost through the SFP

- Level 3 fees are the same as Level 2, but include the State's 50% share as well, but only when the State declares it is out of funds for new construction

A district justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. At the Program's inception in 2013, approximately \$3.4 million in developer fee fund balance was allocated to the Program. Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$7.8 million in additional developer fee revenues as of October 31, 2019, for a grand total of \$11.2 million in collected revenues.

As reported in June 2019, the District adopted a Residential Development School Fee Justification Study in April 2018 prepared by Cooperative Strategies that established the justification for collecting Level 1 fees at the adjusted level of \$3.79 per square foot of residential construction and \$0.61 per square foot of commercial or industrial construction. Based on the District's fee sharing agreement with the Oxnard Union High School District, the District collects 66% of the maximum Level 1 fees, or \$2.50 per square foot for residential and \$0.403 per square foot for commercial.

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments, approximately 9,331 additional residential units could be constructed within the District's boundaries through calendar year 2035. Of these 9,331 future units, 5,879 are expected to be single family detached and 3,452 are expected to be multi-family attached units. By dividing the total amount of anticipated units (9,331) by the buildout period (17 years), it is anticipated that approximately 549 units will be built each year from 2018 through 2035. This average buildout and the corresponding square footage of new residential development is the basis for the anticipated annual developer fees revenues to be realized by the District during this period. Based on the current Level 1 fee of \$2.50 per square foot of new residential development and the total square footage of approximately 1.2 million resulting from the construction of 549 units, the District would expect to receive an estimated \$3.0 million in developer fees annually.

In April 2019, the District adopted a School Facilities Needs Analysis, prepared by Cooperative Strategies to establish and justify the collection of Level 2 developer fees at a rate of \$4.09 per square foot for all new future residential units built within the District's boundaries. Using available County and local data, the Study estimates that only 1,540 residential single and multi-family homes, totaling 2,388,750 square feet, will be built in the District over the next five years. For the five-year period being examined, this would equate to approximately 308 new residential units per year instead of the 549 unit average calculated in the Level 1 Study. The resulting expected revenue from Level 2 developer fees for this five-year period is approximately \$9.8 million or \$1.95 million per year starting in 2019-20 fiscal year. The District is required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees, at which time this analysis will be reevaluated. Accounting for the long-term projections of development provided by Cooperative Strategies, the Program assumes that development will pick up over time and that the overall number of units to be built during Program's remaining duration will equate

to the totals projected in the 2018 Residential Development School Fee Justification Study completed by Cooperative Strategies.

Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$7.8 million in additional developer fee revenues as of October 31, 2019, for a grand total of \$11.2 million in collected revenues. Based on the projections provided by Cooperative Strategies in the 2018 Residential Development School Fee Justification Study and 2019 School Facilities Needs Analysis, it is estimated that the District will collect approximately \$65 million in developer fees over the life of the bonds using the current Level 2 fee of \$4.08.

The District is required to complete a biennial update to the Level 1 Study in order to continue collecting Level 1 fees for the next two years. Similarly, the District is also required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees for the next year. The District has indicated that an update to both Studies will be undertaken and available for Board consideration in Spring 2020.

#### 4.3 GENERAL OBLIGATION BONDS

The District has used local General Obligation (G.O.) bonds previously to fund major school facility improvements and has been successful in making use of public financing options and garnering community support to improve school facilities. These G.O. bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the County, pursuant to Prop. 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to finance improvements over time.

The Master Construct and Implementation Program utilizes two local G.O. bond measures: Measure “R” approved by voters in 2012 and Measure “D” approved by voters in 2016. Measure “R” authorized the sale of \$90 million in G.O. bonds and has been used in combination with other local funds to support the reconfiguration of school facilities, provide the local funding to reconstruct Harrington, Elm, and Lemonwood, and to provide additional grade 6-8 capacity at Marshall. To date, all G.O. bonds from the Measure “R” authorization have been sold and the District is awaiting State reimbursements from the above projects to fund additional facility improvements.

Measure “D” was approved by voters on November 8, 2016 and authorized \$142.5 million in G.O. bonds to fund additional school improvements as part of Phases 2, 3 and 4 of ongoing facilities improvements. On March 15, 2017, the District sold \$81.0 million in G.O. bonds, Series 2017A, to strong investor demand. The bonds had a total interest cost of approximately 4.21% and a term of 30 years. The total gross debt service for the bond issuance is \$172.7 million, resulting in a debt repayment ratio of 2.13 to 1, well below the 3.36 to 1 estimated to voters. Proceeds from the Series 2017A bond issuance are funding a portion of Phase 2 of the ongoing new school construction and classroom modernization program and will also be used to meet the local match requirement for State SFP grants and leverage reimbursements from State aid matching grants. On March 29, 2018, the District concluded the sale of \$14 million in G.O. Bonds,

Series 2018B to strong investor demand. The Series B bonds carry a true interest cost of 4.15% and a term of 30 years. The total gross debt service for the bond issuance is approximately \$30.3 million, resulting in a debt repayment ratio of 2.22 to 1, well below the 3.36 to 1 estimated to voters and the maximum level of 4 to 1 the State deems acceptable for similar bond issuances. Proceeds from the Series 2018B bond issuance were used to fund projects underway and to provide the local match for eligible SFP matching State grants. Delays in the receipt of funding under Prop. 51 have necessitated the District to utilize local funding sources exclusively to date.

Combined with the District’s Series 2017A bonds, approximately \$95.1 million in Measure “D” bonds have been issued to date, leaving approximately \$47.5 million in remaining Measure “D” bond authorization.

**Table 6: Summary of Measure D Bond Sales to Date**

	Series 2017A	Series 2018B
<b>Par Amount</b>	\$81.0 million	\$14.0 million
<b>Total Debt Service</b>	\$172.7 million	\$30.3 million
<b>Repayment Ratio</b>	2.13 to 1	2.16 to 1
<b>Average Interest Rate (TIC)</b>	4.21%	4.15%
<b>2019-20 Tax Rate to Repay</b>	\$28.00 per \$100,000 AV	
<b>Outstanding Measure "D" Bonds</b>		

On December 5, 2019, District staff, CFW, and the financing team sold \$27.2 million in refunding G.O. bonds, the proceeds of which were used to refinance a portion of previously issued Measure “R” G.O. bonds as well as outstanding G.O. bonds issued from the District’s 1997 Election authorization. Historically low interest rates in the taxable municipal bond market allowed this transaction to occur, garnering \$3 million in debt service savings over the life of the bonds and a percentage savings of 8.45% of the refunded bonds. The refunding bonds had a total interest cost of approximately 3.02%, well below the previous average interest rate of 5.09% on the refunded bonds. District staff and CFW will continue to monitor future refunding opportunities for the benefit of the District and its taxpayers, and potential opportunities will be presented to staff for consideration and Board approval.

#### 4.3.1 AVAILABILITY OF FUTURE BOND FUNDING

Potential future funding from Measure “D” is determined in large part by three primary components: (i) statutory bonding capacity; (ii) assessed valuation (AV); and, (iii) the \$30 tax rate allowance under Prop. 39. State law governs how much long-term principal debt California school district may carry at any one time. Unless a waiver is processed by the California Department of Education and approved by the State Board of Education, the statutory bonding capacity, or debt limit of an elementary school district is equal to 1.25% of the total district assessed value of all taxable properties within the district’s boundaries.

Based on the District’s assessed value of \$14.1 billion for fiscal year 2019-20, the District’s statutory 1.25% gross bonding capacity is estimated at \$175.8 million. To comply with the California Education Code and issue additional bonds, the District applied to CDE and was granted a waiver in March of 2017 authorizing the District to exceed its bonding limit of 1.25% to an amount equal to 2.12% (or less) of total assessed valuation at the time of bond issuance. The waiver has an expiration date of August 1, 2025. In Table 7,

the District’s gross bonding capacity as of FY 2019-20 is approximately \$298.1 million, of which to date \$260.3 million is currently outstanding in principal amount from prior bond sales. As a result, the District’s remaining net bonding at this time is estimated at \$37.8 million. The District’s net bonding capacity is estimated to increase as assessed value increases and outstanding principal debt is repaid in the coming years.

**Table 7: Bonding Capacity Analysis**

<b>As of November 1, 2019</b>	
<b>ASSESSED VALUATION (2019-20)</b>	
Secured Assessed Valuation	\$13,296,280,148
Unsecured Assessed Valuation	\$766,628,545
<b>Total Assessed Valuation</b>	<b>\$14,062,908,693</b>
<b>DEBT LIMITATION</b>	
Total Assessed Valuation	\$14,062,908,693
Applicable Bond Debt Limit with Waiver	2.12%
Bonding Capacity	\$298,133,664
Outstanding Bonded Indebtedness	\$260,324,093
<b>NET BONDING CAPACITY</b>	<b>\$37,809,571</b>
% of Capacity Currently Used	87.32%
<i>(1) 2017 Debt Waiver</i>	
<b>HARDSHIP ANALYSIS</b>	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25%)	\$175,786,359
Outstanding Bonded Indebtedness	\$260,324,093
<b>% of Statutory Capacity Currently Used</b>	<b>148.09%</b>

The District’s assessed valuation serves as the source from which tax revenues are derived for purpose of repaying bond debt service. As assessed value grows, so too the District’s ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table 8 presents a history of the District’s assessed value. Historically, assessed value has increased with some minimal periods of decline. During the early to late 2000s, the District experienced assessed value growth ranging from approximately 9 to 14 percent annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, the District’s assessed value experienced periods of contraction in FY2010 through FY2012. Overall, assessed value growth averaged 5.4 percent annually over the last 18 years. Most recently, over the last 5-year period, the annual assessed valuation growth rate has averaged 4.5 percent. While annual assessed valuation growth has slowed compared to the mid-2000s, it may indicate a more sustainable pace of economic expansion within the District.

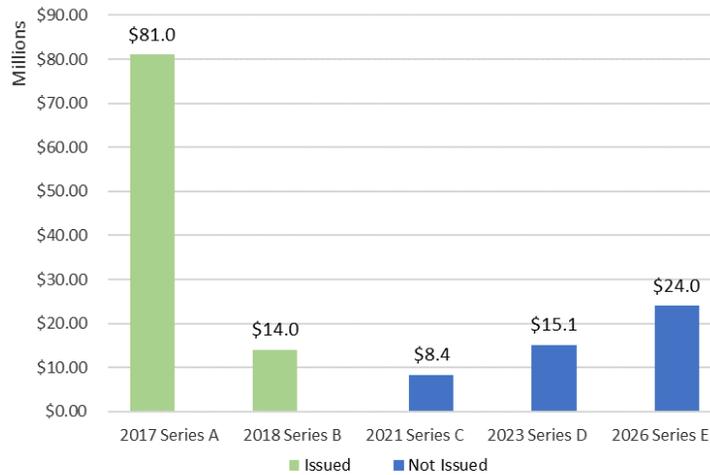
**Table 8: Historical Assessed Valuation**

Historical Assessed Value		
Fiscal Year	Total	% Δ
2002	\$5,456,598,521	-
2003	\$5,963,113,197	9.3%
2004	\$6,635,172,071	11.3%
2005	\$7,583,558,704	14.3%
2006	\$8,657,971,155	14.2%
2007	\$9,931,635,061	14.7%
2008	\$10,883,340,116	9.6%
2009	\$10,923,360,081	0.4%
2010	\$10,256,972,528	-6.1%
2011	\$10,222,956,307	-0.3%
2012	\$10,128,841,659	-0.9%
2013	\$10,224,776,805	0.9%
2014	\$10,523,302,599	2.9%
2015	\$11,258,539,314	7.0%
2016	\$11,811,053,863	4.9%
2017	\$12,231,081,218	3.6%
2018	\$12,813,934,964	4.8%
2019	\$13,410,386,931	4.7%
2020	\$14,062,908,693	4.9%
<b>5-Year Annualized Average</b>		4.5%
<b>10-Year Annualized Average</b>		3.2%
<b>18-Year Annualized Average</b>		5.4%

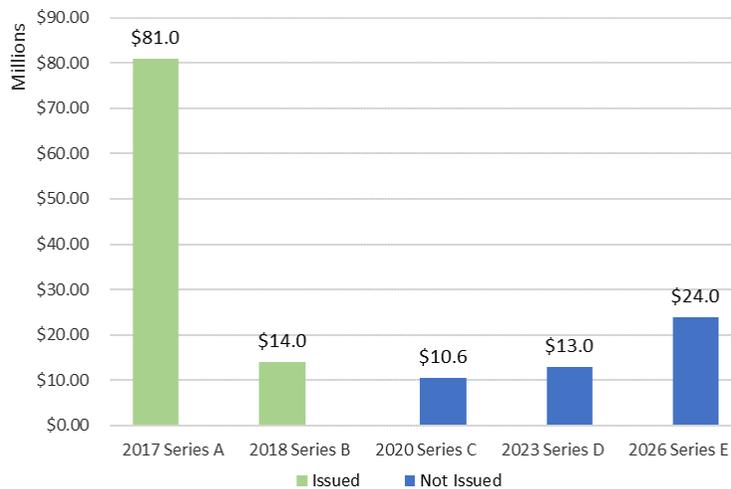
The availability of future bond funds is dependent on the District’s assessed valuation growth to accommodate the Prop. 39 tax rate allowance of \$30 per \$100,000 of assessed value for elementary school districts in California. Based on Prop. 39, under which Measure “D” was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably supported by a maximum tax rate per year of \$30 per every \$100,000 of assessed property value. The tax rate to repay the outstanding Measure D bonds commenced in fiscal year 2018-19; for the current fiscal year 2019-20, the County is levying a rate of \$28.00 per \$100,000 of assessed property value, below the legally permitted \$30 tax rate.

Figure 1 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain conditions. First, it is assumed that assessed value will continue to grow at 80 percent of its last five-year average rate, or 4 percent per year. It also assumes that the repayment of any new bonds to be sold will not exceed the \$30 per \$100,000 assessed valuation tax rate. Bond terms are assumed to be 30 years. Figure 2 illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct Program. In total \$47.5 million in authorization remains from Measure “D” which may be issued as indicated over three bond sales, if needed.

**Figure 1: Estimated Timing and Sizing of Measure D Bond Issuances as of December 2018 Report**



**Figure 2: Estimated Timing and Sizing of Accelerated Measure D Bond Issuances**



Alternatively, the District may have the opportunity to accelerate the next issuance of bonds to mitigate the effect of delays of State aid reimbursement receipts, if needed. For example, the District currently has the capability to issue up to \$10.6 million in new Series C bonds from the Measure “D” authorization today. The availability of additional funds is credited to the District’s recent growth in assessed valuation and current interest rates for similarly rated California school districts. Instead of waiting for the planned issuance of bonds in 2021, the District could issue bonds today and provide additional local funding to continue implementing the program and reducing delays from the State’s prolonged approval process for State aid reimbursements. To access the bond proceeds and to conform to the Program’s constraints such as the \$30 tax rate, the District would have to utilize Capital Appreciation Bonds (CABs). CABs are bonds that may defer principal and interest repayments in order to better accommodate debt service repayment requirements and available tax revenues. As such, they tend to require a higher rate of interest for

repayment. This may increase the overall cost of borrowing; however, the overall program has benefited from lower than expected interest rates and it is estimated based on current market conditions that the total repayment ratio for all Measure D bonds will be approximately 2.20 to 1 which is lower than the overall repayment ratio of 3.36 to 1 estimated to voters at the time of the election. It is estimated that the balance of the Measure D authorization will be issued over two future tranches currently scheduled for 2023 and 2026, subject to Board review and approval.

Two proposed legislative changes pending voter approval may increase the District's ability to accelerate the issuance of bonds in the future. First, voters across California will consider Proposition 13 in March 2020 which is intended to replenish the SFP. In addition to providing a new source of State matching funds, the Proposition will also increase the statutory bonding capacity of school districts in California. Upon voter approval, the bonding capacity debt limit for elementary school districts in California would increase from 1.25% to 2% of assessed valuation. Based on FY2019-20 assessed valuation, if voters approve Proposition 13, the District's bonding capacity would increase from \$175,786,359 to \$281,258,174. The second piece of legislation pending voter consideration is a revision to the formula used to assess the value of commercial and industrial properties for the purpose of calculating property taxes. A measure proposed to be placed on the November 2020 ballot would create a "split tax-roll" in which most residential properties would continue to be subject to limits on the annual increase in assessed value while commercial and industrial properties would be assessed at market value. This could result in a dramatic one-time increase in the District's assessed value that would create additional taxing and bonding capacity for the District. If approved by voters, the increase in the overall tax base is anticipated to occur in fiscal year 2021-22.

#### 4.3.3 ADDITIONAL G.O. BOND AUTHORITY REQUIRED TO MITIGATE SFP FUNDING

Proposition 39 authorizes school districts to issue new bonds upon a 55% affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed \$30 per \$100,000 of assessed value. In addition, districts must agree to be subject to certain conditions, including the establishment of a project list, an independent citizens' oversight committee, and annual performance and financial audits. The Oxnard School District has a history of conducting Proposition 39 elections and issuing bonds consistent with these requirements.

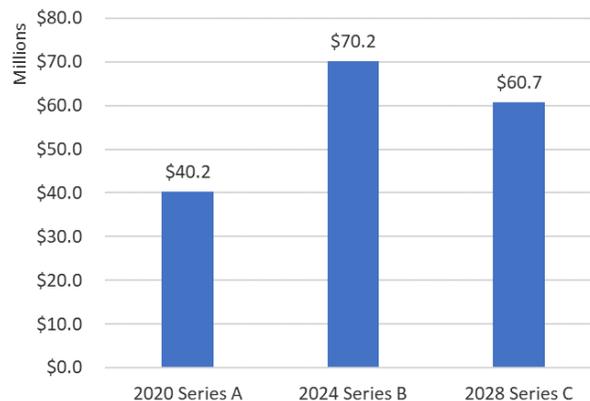
If desired, a new general obligation bond may be structured to meet the above requirements and mitigate the delay or future lack of State aid funding of proposed projects. Based on the estimated impact identified in Table 9, there is a need to authorize approximately \$171 million in general bonds to meet the local match requirement for State facility grants or to fund proposed improvements directly. Figure 3 demonstrates a projected Proposition 39 bond sales program over time. Assuming that the District's assessed valuation continues to grow at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District could generate approximately \$171.1 million in bond proceeds over a projected 8 year period based on current market conditions.

**Table 9: Proposed Project Uses for Expanded Local Funding Strategy**

Project	Est. Total Remaining Amount
<b>State Aid Reimbursement Delays</b>	
Driffill K-8 (MPR)	\$6,913,427
Chavez K-8 (MPR)	\$6,913,427
Curren K-8 (MPR)	\$6,913,427
Kamala K-8 (MPR)	\$6,913,427
Brekke ES (MPR/Support)	\$1,156,930
Ramona ES (MPR/Support)	\$2,047,625
McAuliffe ES (Modernization)	\$4,959,744
Ritchen ES (Modernization)	\$4,905,850
<b>Subtotal</b>	<b>\$40,723,857</b>
<b>Lack of SFP Financial Hardship Funding</b>	
Rose Avenue Reconstruction	\$30,680,582
Frank Modernization	\$9,023,903
<b>Subtotal</b>	<b>\$39,704,485</b>
<b>Middle School Reconstruction (Current SFP Eligibility: 0)</b>	
Fremont Reconstruction	\$63,912,757
<b>Subtotal</b>	<b>\$63,912,757</b>
<b>Total Projects</b>	<b>\$144,341,099</b>
Program Reserve (18.5%)	\$26,821,974
<b>Total</b>	<b>\$171,163,073</b>

Assuming bond sales as provided below, bond series are structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. Recognizing that prevailing law and market conditions may change over time, the first bond series is estimated to generate approximately \$69.5 million in Series A bonds and \$51.3 million and \$50.4 million in Series B and C bonds, respectively over an eight-year period. Subject to prioritization by the Board, this may allow the District to further expand the Basic program, as illustrated in Table 9, by providing additional local funds to the Program in anticipation of further delays or in lieu of projected State aid reimbursements due to enrollment decline.

**Figure 3: Estimated Timing and Sizing of Bond Issuances**



*\*Assumes 4% annual AV growth and average interest rate of 3.5%*

#### 4.4 PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the June 2019 Semi-Annual Report, the total budget was approximately \$252.9 million for projects under current implementation, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 10 provides a summary report of expenditures made for the Program during the period July 1, 2012 – October 31, 2019 totaling approximately \$189.4 million. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District’s financial system accounts for expenditures by Fiscal Year (July 1 – June 30) and are used in reporting these expenditures. The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditures reporting is based on the budget approved as part of the June 2019 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this December 2019 report, subsequent expenditure reports will reflect the revised budget value.

From July 1, 2012 through October 31, 2019, the District disclosed expenditures of approximately \$30.2 million for additional facilities improvements not identified in the Master Construct. Of the total, \$9.4 million were expended for eligible projects prior to the adoption of the January 2013 Implementation Plan beginning with \$3.7 million of Developer Fee Fund balances, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being subsumed into the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining \$20.8 million in expenditures outside of the Program were funded by the District’s prior Measure M bond program.

Expenditure reports related to the current bond programs are made available for review by the Citizens Oversight Committees and expenditures are audited annually for the Board’s review.

**Table 10: Estimated Expenditures to Date for Projects Under Implementation**

Project	Adopted	Fiscal Year Expenditures								Total
	Budget	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-2020 <sup>1</sup>	
Acquire Site New Elem K-5	\$7,773,653	\$7,669,277	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$0	\$7,766,546
Doris/Patterson Acquire Land	\$9,192,500	\$0	\$0	\$0	\$75,251	\$202,480	\$8,902,583	\$12,186	\$0	\$9,192,500
Doris/Patterson LAFCO Planning	\$800,572	\$0	\$14,625	\$37,345	\$29,564	\$143,583	\$254,282	\$14,330	\$4,526	\$498,255
Design & Reconstruct Harrington Elem K-5	\$23,846,732	\$145,870	\$1,493,014	\$12,214,181	\$9,697,329	\$224,482	\$2,431	\$0	\$0	\$23,777,307
Design & Reconstruct Lemonwood Elem K-8	\$42,171,543	\$144,365	\$854,588	\$1,450,521	\$1,746,464	\$15,503,802	\$14,833,755	\$6,964,653	\$206,477	\$41,704,624
Design & Reconstruct Elm Elem K-5	\$32,872,208	\$0	\$372,068	\$1,192,100	\$341,841	\$3,319,667	\$13,218,670	\$13,242,866	\$623,463	\$32,310,676
Design & Construct Seabridge K-5	\$28,568,432	\$0	\$0	\$0	\$0	\$177,210	\$1,801,571	\$472,695	\$176,993	\$2,628,469
Design & Reconstruct McKinna K-5	\$36,558,911	\$0	\$0	\$0	\$0	\$660,576	\$1,878,727	\$16,636,583	\$5,288,351	\$24,464,236
Design & Reconstruct Rose Avenue K-5	\$3,681,670	\$0	\$0	\$0	\$0	\$55,200	\$1,099,051	\$906,761	\$0	\$2,061,011
Design & Reconstruct Marina West K-5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design & Construct Doris/Patterson K-5	\$491,496	\$0	\$0	\$0	\$421,765	\$0	\$0	\$69,731	\$0	\$491,496
Design & Construct Doris/Patterson 6-8	\$270,791	\$0	\$0	\$0	\$0	\$0	\$0	\$270,791	\$0	\$270,791
Design & Improve K-5 Kindergarten Facilities										
Ritchen	\$558,160	\$14,881	\$70,535	\$350,462	\$116,773	\$119	\$0	\$0	\$0	\$552,769
Brekke	\$276,432	\$11,710	\$57,328	\$199,455	\$6,513	\$112	\$0	\$0	\$0	\$275,118
McAuliffe	\$323,548	\$11,352	\$86,731	\$214,451	\$8,898	\$107	\$0	\$0	\$0	\$321,540
Driffill	\$351,773	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$0	\$0	\$351,773
<b>Total K-5 Kindergarten Facilities</b>	<b>\$1,509,913</b>	<b>\$89,278</b>	<b>\$271,305</b>	<b>\$1,007,278</b>	<b>\$132,184</b>	<b>\$1,155</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,501,200</b>
Design & Construct Science Labs/Academies										
Chavez	\$650,920	\$17,486	\$168,643	\$443,527	\$19,273	\$182	\$0	\$0	\$0	\$649,111
Curren	\$600,333	\$16,821	\$118,569	\$445,546	\$17,485	\$176	\$0	\$0	\$0	\$598,596
Kamala	\$621,562	\$17,235	\$155,202	\$428,882	\$18,299	\$186	\$0	\$0	\$0	\$619,805
Haydock	\$1,081,764	\$63,563	\$300,606	\$664,572	\$23,810	\$25,687	\$1,000	\$0	\$0	\$1,079,239
Fremont	\$1,904,348	\$85,001	\$510,519	\$1,209,212	\$12,709	\$83,718	\$0	\$0	\$0	\$1,901,158
<b>Total Science Labs/Academies</b>	<b>\$4,858,926</b>	<b>\$200,106</b>	<b>\$1,253,539</b>	<b>\$3,191,739</b>	<b>\$91,576</b>	<b>\$109,948</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,847,908</b>
Project 1 Remaining Adjustment	\$0									
Kindergarten Flex Classrooms										
Brekke	\$1,926,268	\$0	\$0	\$0	\$0	\$0	\$919,926	\$988,133	\$0	\$1,908,059
McAuliffe	\$2,551,273	\$0	\$0	\$0	\$0	\$0	\$752,837	\$1,706,222	\$14,054	\$2,473,113
Ramona	\$2,190,472	\$0	\$0	\$0	\$0	\$0	\$147,333	\$1,896,710	\$144,929	\$2,188,972
Ritchen	\$2,709,074	\$0	\$0	\$0	\$0	\$0	\$721,211	\$1,699,683	\$166,656	\$2,587,550
<b>Total Kindergarten Flex Classrooms</b>	<b>\$9,377,088</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,541,307</b>	<b>\$6,290,748</b>	<b>\$325,639</b>	<b>\$9,157,695</b>
Kindergarten Annex Improvements										
Harrington	\$3,208,487	\$0	\$0	\$26,970	\$110,261	\$60,260	\$1,825,159	\$1,177,386	\$6,952	\$3,206,987
Lemonwood	\$3,655,246	\$0	\$0	\$22,535	\$31,832	\$34,010	\$27,404	\$166,873	\$721,117	\$1,003,772
<b>Total Kindergarten Annex Improvements</b>	<b>\$6,863,733</b>	<b>\$0</b>	<b>\$0</b>	<b>\$49,505</b>	<b>\$142,094</b>	<b>\$94,270</b>	<b>\$1,852,562</b>	<b>\$1,344,259</b>	<b>\$728,069</b>	<b>\$4,210,758</b>
Marshall K-8 12 Classroom Addition	\$11,974,262	\$0	\$0	\$78,965	\$551,862	\$167,063	\$4,051,558	\$5,343,023	\$1,434,541	\$11,627,012
Planning related to MPRs for P/P K-8 Schools	\$175,000	\$0	\$0	\$0	\$204,980	(\$35,356)	(\$2,374)	\$0	\$0	\$167,251
Driffill MPR	\$76,058	\$0	\$0	\$0	\$0	\$0	\$0	\$76,058	\$0	\$76,058
Technology Phase 1	\$12,183,030	\$1,292,769	\$7,529,853	\$2,170,060	\$269,612	\$920,735	\$0	\$0	\$0	\$12,183,030
Technology Phase 2	\$214,699	\$0	\$0	\$0	\$0	\$62,318	\$184,483	\$15,790	(\$47,892)	\$214,699
Driffill Construct Kindergarten Classrooms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
McAuliffe 21st Century Modernization	\$4,959,744	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54,042	\$54,042
Ritchen 21st Century Modernization	\$4,905,850	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53,455	\$53,455
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$0	\$150,474
Program Reserve	\$9,465,670									
<b>TOTAL</b>	<b>\$252,942,954</b>	<b>\$9,691,666</b>	<b>\$11,823,625</b>	<b>\$21,391,694</b>	<b>\$13,751,259</b>	<b>\$21,623,508</b>	<b>\$50,620,180</b>	<b>\$51,659,899</b>	<b>\$8,847,662</b>	<b>\$189,409,493</b>

Notes:

1. Fiscal Year 2019-20 expenditures are as of October 31, 2019
2. Budgets have been adjusted per the June 2019 Master Construct and Implementation Program approved by Board
3. Budgets matching actual expenditures have been adjusted by reducing estimated program reserve
4. Figures presented above are unaudited
5. Approximately \$7.7 million in reported FY2017-18 expenditures for the Doris/Patterson Acquire Land was paid out of COP funds

# MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program provides a consolidated master budget and schedule which merges and integrates proposed projects reliant on the funds from the Measure “R” and Measure “D” bond programs and other local sources including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

The Master Construct Program is proposed to be implemented in four improvement phases which commenced in 2013 and are anticipated to be complete in 2029. The total adopted budget for all phases is approximately \$437.6 million, inclusive of a Program Reserve to accommodate changes in program as mandated from time to time by the State and as may be needed to accommodate local program requirements. Each project is unique in its scope, schedule, and amount of funding. All projects must be addressed with the amount of available funding. The budget represents an “all-in” master program budget that combines hard construction costs (e.g. bricks, mortar, steel, etc.) with anticipated soft costs (e.g., design fees, contractor’s fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total “all-in” cost estimated to fully implement the Program.

The following components update the Board on the status of the previously adopted Master Budget, schedule and timeline as of the June 2019 six-month review and provide recommended adjustments for the next six-month period. Adjustments include proposed budget increases to accommodate actual and projected remaining expenditures for the Doris/Patterson land acquisition efforts, Ramona kindergarten/flex classroom project, and Districtwide technology efforts. These project increases are offset by use of available program reserves. Further adjustments have been made to accommodate earlier phased design, planning and implementation costs associated with the Doris/Patterson elementary and middle school projects, McAuliffe and Ritche modernization, and Driffill MPR projects, however, the total budgets for these projects remain unchanged. Other adjustments include moving select Phase 4 projects into Phase 3 to accommodate the anticipated timing of funds.

## 5.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 11 presents the adopted Master Construct Program budget as of June 2019 and identifies available sources of funding and anticipated expenditures. The total adopted budget for all proposed four phases is approximately \$437.6 million and is funded from a combination of local and State resources. A Program Reserve is included for Phases 2 through 4 to accommodate changes in program as mandated from time to time and as may be needed to accommodate local program specifications and requirements.

**Table 11: Adopted Master Construct & Implementation Program Budget**

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ -	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
<b>Total Measure "R" Bonds</b>	<b>\$ 89,059,894</b>				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,161,532	\$ -	\$ 10,161,532	\$ -	\$ -
Series D	\$ 12,911,084	\$ -	\$ -	\$ 12,911,084	\$ -
Series E	\$ 24,430,758	\$ -	\$ -	\$ -	\$ 24,430,758
<b>Total Master Construct Bonds</b>	<b>\$ 141,922,093</b>				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
<b>Total COP Proceeds</b>	<b>\$ 7,606,764</b>				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 102,136,688	\$ -	\$ 10,897,622	\$ 76,224,366	\$ 15,014,700
Est. Developer Fees	\$ 65,814,554	\$ 7,454,555	\$ 5,401,116	\$ 25,305,413	\$ 27,653,469
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 9,412,785	\$ 1,594,953	\$ 1,798,137	\$ 1,435,480	\$ 4,589,216
<b>Est. Total Sources</b>	<b>\$ 437,625,289</b>	<b>\$ 127,388,677</b>	<b>\$ 122,672,125</b>	<b>\$ 115,876,343</b>	<b>\$ 71,688,144</b>
Uses					
Acquire New K-5 Elementary Site	\$ 7,773,653	\$ 7,773,653	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,981,230	\$ 800,572	\$ 9,180,658	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ -	\$ -	\$ 29,556,164
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ -	\$ 49,057,213	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 28,568,432	\$ -	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,872,208	\$ 32,872,208	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 42,171,543	\$ 42,171,543	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 3,681,670	\$ 26,998,912	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 11,974,262	\$ 11,974,262	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 7,265,200	\$ 351,773	\$ -	\$ 6,913,427	\$ -
Chavez K-8 (SL/MPR)	\$ 7,564,347	\$ 650,920	\$ -	\$ -	\$ 6,913,427
Curren K-8 (SL/MPR)	\$ 7,513,760	\$ 600,333	\$ -	\$ -	\$ 6,913,427
Kamala K-8 (SL/MPR)	\$ 7,534,989	\$ 621,562	\$ -	\$ -	\$ 6,913,427
McAuliffe ES (K/Modular/Modernization*)	\$ 7,834,565	\$ 323,548	\$ 2,551,273	\$ 4,959,744	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,359,630	\$ 276,432	\$ 1,926,268	\$ -	\$ 1,156,930
Ritchen ES (K/Modular/Modernization*)	\$ 8,173,084	\$ 558,160	\$ 2,709,074	\$ 4,905,850	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,205,833	\$ -	\$ 2,158,208	\$ -	\$ 2,047,625
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,461,783	\$ 1,904,348	\$ -	\$ -	\$ 5,557,436
Haydock MS (SL/Gym)	\$ 2,581,764	\$ 1,081,764	\$ -	\$ -	\$ 1,500,000
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,075,863	\$ 3,075,863	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,156,533	\$ 12,156,533	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 385,598,527</b>	<b>\$ 141,215,204</b>	<b>\$ 90,989,741</b>	<b>\$ 92,835,146</b>	<b>\$ 60,558,436</b>
Brekke ES COP Lease Payments	\$ 4,291,014	\$ -	\$ 1,419,606	\$ 2,390,860	\$ 480,548
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 14,238,350</b>	<b>\$ -</b>	<b>\$ 6,983,442</b>	<b>\$ 4,453,360</b>	<b>\$ 2,801,548</b>
Program Reserve	\$ 37,788,412	\$ (13,826,528)	\$ 10,872,414	\$ 18,587,837	\$ 8,328,160
<b>Est. Total Uses</b>	<b>\$ 437,625,289</b>	<b>\$ 141,215,204</b>	<b>\$ 108,845,598</b>	<b>\$ 115,876,343</b>	<b>\$ 71,688,144</b>
Est. Ending Fund Balance	\$ -				
<b>Total Combined Master Budget</b>	<b>\$ 437,625,289</b>				

\*Estimated State grant amounts are dependent on maintaining program eligibility  
 \*Assumes State Aid joint funding for Ritchen and McAuliffe modernization projects

Phase 1 spanned the period from FY2013-2017. Phase 1 progress included:

- Completion of improvements to kindergarten facilities at Ritche, Brekke, and McAuliffe schools, and construction of science labs at Chavez, Curren, Kamala, Haydock, and Fremont schools to accommodate the educational reconfiguration plan
- Purchase of the Seabridge New Elementary School site
- Occupancy of the newly constructed Harrington, Elm, and Lemonwood elementary school sites to replace the prior obsolete facilities
- Completion of a kindergarten annex at Harrington Elementary and new grade 6-8 classroom building at Marshall
- Completion of the environmental review and ongoing LAFCo efforts of a joint second elementary school site and an additional middle school site
- Deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school district wide

Phase 2 commenced in January 2017 and extends through the fiscal year ending in 2020. Phase 2 launched Measure “D” projects with the following progress and activities:

- Current reconstruction of McKinna Elementary and design approval from DSA for the reconstruction of Rose Avenue Elementary
- Design approval from DSA for the new Seabridge K- 5 elementary school with construction to commence pending project bidding and approval from the Coastal Commission
- Completion of new kindergarten/flex classrooms at Brekke, McAuliffe, Ritche, and Ramona elementary schools
- Acquisition of a new Doris/Patterson K-5 and 6-8 school site
- Current construction of a kindergarten annex at Lemonwood
- Planning and design activities associated with the modernization efforts planned at McAuliffe and Ritche elementary schools

The Program also incorporates existing ongoing lease payments for the District’s Certificates of Participation (COPs) related to prior funded improvements to Brekke Elementary and the acquisition of the new elementary and middle school sites.

Launching in 2021, Phase 3 completes the planned reconstruction of Rose Avenue and the design and construction of Doris/Patterson 6-8 school. Phase 3 also includes the construction activities associated with the planned modernization improvements at McAuliffe and Ritche elementary schools and a multipurpose room/gym at Driffill. Phase 3 accounts for continued lease payments related to the District’s outstanding Brekke and Doris/Patterson COPs.

Phase 4 provides additional MPR improvements for remaining K-5 schools, as well as middle school gymnasium/multipurpose room improvements at Haydock and Fremont. Design and construction for the Doris Patterson K-5 facilities are also included. Construction of new multipurpose room/gyms will be undertaken at Chavez, Curren, and Kamala. COP payments are scheduled to continue in Phase 4.

However, lease payments related to Brekke Elementary are scheduled to conclude in 2025-26. Additionally, the District's lease payments for its COPs related to the Doris/Patterson land acquisition will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available.

## 5.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 12 below presents the proposed Revised Master Construct and Implementation Program Budget for Board consideration as part of the current six-month update report. Total sources of funding are anticipated to increase slightly to approximately \$437.9 million primarily due to increased estimated interest earnings offsetting decreased State aid funding and developer fees. Decreases to State Aid include the return of a modernization application for the prior kindergarten improvements McAuliffe for \$119,206 due to ineligibility from requirement to meet at least "101 pupil grants". Assuming Rose Avenue would be subject to this same requirement and would not meet the "101 grants" and the timing of eligible portables at the site, a modernization grant application was not submitted, reducing the estimated State funding by \$348,300.

Total developer fee revenues decreased modestly by approximately \$1.2 million primarily due to less than projected collections during Fiscal Years 2018-19 and 2019-20. No changes are estimated to the issuance of remaining G.O. bonds. Total interest earnings for the Program are anticipated to increase from \$9.4 million to \$11.4 million based on the anticipated level of funds available.

The combined total expenditures have increased from \$385.6 million to \$386 million. This increase is mainly to accommodate actual and projected remaining expenditures for the Doris/Patterson land acquisition efforts, Ramona kindergarten/flex classroom project, and districtwide technology efforts. These project increases are offset by use of available program reserves.

As per the Adopted Budget, the Proposed Master Budget continues to account for \$9.1 million in scheduled lease payments for the District's two outstanding COPs during the term of the Program; \$4.3 million for COPs issued to complete Norma Brekke Elementary in the late 1990s and \$4.8 million for COPs issued to purchase the District's Doris/Patterson school site. An additional \$564,000 continues to be provided to the budget in Phase 2 to accommodate some of the District's existing portable leases. Lastly, approximately \$4.5 million in additional program expenditures are accounted for in the Master Budget for District expenditures beyond the scope of the Master Construct Program.

**Table 12: Revised Master Construct & Implementation Program Budget**

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
<b>Total Measure "R" Bonds</b>	<b>\$ 89,059,894</b>				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,161,532	\$ -	\$ 10,161,532	\$ -	\$ -
Series D	\$ 12,911,084	\$ -	\$ -	\$ 12,911,084	\$ -
Series E	\$ 24,430,758	\$ -	\$ -	\$ -	\$ 24,430,758
<b>Total Master Construct Bonds</b>	<b>\$ 141,922,093</b>				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
<b>Total COP Proceeds</b>	<b>\$ 7,606,764</b>				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 101,619,657	\$ -	\$ 10,897,622	\$ 77,654,773	\$ 13,067,262
Est. Developer Fees	\$ 64,618,081	\$ 7,454,555	\$ 4,204,644	\$ 25,305,413	\$ 27,653,469
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 11,419,762	\$ 1,594,953	\$ 3,156,938	\$ 3,153,461	\$ 3,514,410
<b>Est. Total Sources</b>	<b>\$ 437,918,762</b>	<b>\$ 127,388,677</b>	<b>\$ 122,839,454</b>	<b>\$ 119,024,731</b>	<b>\$ 68,665,900</b>
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,773,653	\$ 7,773,653	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,993,072	\$ 800,572	\$ 9,192,500	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 491,496	\$ -	\$ 29,064,668
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 270,791	\$ 48,786,422	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 28,568,432	\$ -	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,872,208	\$ 32,872,208	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 42,171,543	\$ 42,171,543	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 3,681,670	\$ 26,998,912	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 11,974,262	\$ 11,974,262	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 7,265,200	\$ 351,773	\$ 76,058	\$ 6,837,369	\$ -
Chavez K-8 (SL/MPR)	\$ 7,564,347	\$ 650,920	\$ -	\$ -	\$ 6,913,427
Curren K-8 (SL/MPR)	\$ 7,513,760	\$ 600,333	\$ -	\$ -	\$ 6,913,427
Kamala K-8 (SL/MPR)	\$ 7,534,989	\$ 621,562	\$ -	\$ -	\$ 6,913,427
McAuliffe ES (K/Modular/Modernization*)	\$ 7,834,565	\$ 323,548	\$ 3,543,222	\$ 3,967,795	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,359,630	\$ 276,432	\$ 1,926,268	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/Modernization*)	\$ 8,173,084	\$ 558,160	\$ 3,690,244	\$ 3,924,680	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,238,097	\$ -	\$ 2,190,472	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,461,783	\$ 1,904,348	\$ -	\$ 5,557,436	\$ -
Haydock MS (SL/Gym)	\$ 2,581,764	\$ 1,081,764	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,208,487	\$ 3,208,487	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,397,728	\$ 12,183,030	\$ 214,699	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 386,016,452</b>	<b>\$ 141,374,325</b>	<b>\$ 94,060,010</b>	<b>\$ 100,777,169</b>	<b>\$ 49,804,949</b>
Brekke ES COP Lease Payments	\$ 4,291,014	\$ -	\$ 1,419,606	\$ 2,390,860	\$ 480,548
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 14,238,350</b>	<b>\$ -</b>	<b>\$ 6,983,442</b>	<b>\$ 4,453,360</b>	<b>\$ 2,801,548</b>
Program Reserve	\$ 37,663,959	\$ (13,985,648)	\$ 7,810,354	\$ 13,794,203	\$ 16,059,400
<b>Est. Total Uses</b>	<b>\$ 437,918,762</b>	<b>\$ 141,374,325</b>	<b>\$ 108,853,806</b>	<b>\$ 119,024,731</b>	<b>\$ 68,665,900</b>
Est. Ending Fund Balance	\$ -				
<b>Total Combined Master Budget</b>	<b>\$ 437,918,762</b>				

\*Estimated State grant amounts are dependent on maintaining program eligibility

\*Assumes State Aid joint funding for Ritchen and McAuliffe modernization projects and Financial Hardship for Rose Avenue

### 5.3 PHASE 1 MASTER BUDGET AND SCHEDULE

Primarily funded through Measure “R” bond proceeds, Phase 1 efforts are complete. Accomplishments include completed improvements to kindergarten and science lab facilities across eight schools to accommodate the educational reconfiguration plan and the deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school Districtwide. In addition, three new reconstructed schools have been provided at Harrington, Elm, and Lemonwood elementary schools. Phase 1 also includes the completion of a kindergarten annex facility at Harrington elementary school and the purchase of the Seabridge and Doris /Patterson school sites.

Minor adjustments to the Phase 1 budget incorporate an increase to the Harrington Kindergarten Annex/Child Development Center project of \$132,624 to accommodate increases to actual expenditures plus estimated remaining expenditures associated with projected CDE fees. A budget increase of \$26,497 to the technology program efforts is provided to accommodate actual total expenditures. In total, the Phase 1 budget has been increased by \$159,120 to reflect these adjustments and is accommodated by a reduction to the Program Reserve.

**Table 13: Proposed Phase 1 Master Budget and Schedule (FY 2013-17)**

Project	Schedule June 2019	Schedule Dec 2019	Estimated Budget	Variance
<b>Master Construct &amp; Implementation Program Improvements</b>				
Acquire New Sites				
Seabridge Elementary School	2013	2013	\$7,773,653	\$0
Doris/Patterson K-5 / Middle School	2014/16	2014/16	\$800,572	\$0
Subtotal			\$8,574,225	\$0
Design & Reconstruct Sites				
Harrington Elem. K-5	2013/14	2013/14	\$23,846,732	\$0
Lemonwood K-8	2014/18	2014/18	\$42,171,543	\$0
Elm Elem. K-5	2014/19	2014/19	\$32,872,208	\$0
Subtotal			\$98,890,483	\$0
Design & Improve K-5 Kindergarten Facilities				
Ritchen**	2013/14	2013/14	\$558,160	\$0
Brekke			\$276,432	\$0
McAuliffe			\$323,548	\$0
Driffill			\$351,773	\$0
Subtotal			\$1,509,913	\$0
Design & Construct Science Labs (Project 1)				
Chavez Science Labs K-8	2013/14	2013/14	\$650,920	\$0
Curren Science Labs K-8			\$600,333	\$0
Kamala Science Labs K-8			\$621,562	\$0
Haydock Science Labs 6-8 & Utility Upgrades			\$1,081,764	\$0
Fremont Science Labs 6-8 & Utility Upgrades			\$1,904,348	\$0
Subtotal			\$4,858,926	\$0
Project 1 Adjustment				
			\$0	\$0
Childhood Development Center Improvements				
Harrington	2015	2015	\$3,075,863	\$132,624
Subtotal			\$3,208,487	\$132,624
Planning for K-8 MPRs				
Marshall K-8: 12 Classroom Building	2016	2016	\$175,000	\$0
Technology	2015/17	2015/17	\$11,974,262	\$0
	2013/15	2013/15	\$12,156,533	\$26,497
Program Improvements Subtotal			\$141,374,325	\$159,120
Program Reserve			(\$13,826,528)	(\$159,120)
Program Improvements Total			\$141,374,325	\$159,120

\*Current dollars

\*\*Includes New Special Day Classroom

## 5.4 PHASE 2 MASTER BUDGET AND SCHEDULE

The reconstruction of McKinna Elementary School is underway and construction of the new Seabridge K-5 school is anticipated to commence construction pending final City of Oxnard approvals associated with obtaining a Coastal Development Permit. Design and planning efforts are complete for the reconstruction of Rose Avenue school. New Kindergarten/Flex classrooms are complete at Brekke, McAuliffe, Ritchen, and Ramona elementary schools. The District has completed the land purchase of the Doris/Patterson school site. Phase 2 also includes the construction of a kindergarten annex at Lemonwood, currently underway. Phase 2 incorporates existing ongoing lease payments for the District's COPs related to prior improvements to Brekke Elementary and the acquisition of the new Doris/Patterson elementary and middle school sites.

Proposed adjustments to the Phase 2 budget include an increase totaling \$11,842 to the Doris Patterson land acquisition efforts to accommodate actual expenditures. A combined increase of \$762,287 is proposed to be moved forward into Phase 2 to accommodate actual planning expenditures associated with the Doris Patterson elementary and middle school sites, however the total budget for these projects remain unchanged. An increase of \$32,264 is proposed for the Ramona kindergarten/flex classroom project to accommodate actual expenditures plus estimated remaining CDE fees. Planning and design budgets are proposed to be moved forward into Phase 2 to accommodate efforts underway for the modernization of McAuliffe and Ritchen elementary schools, totaling \$991,949 for McAuliffe and \$981,170 for Ritchen. A total of \$76,058 is proposed to be moved forward to Phase 2 to accommodate actual planning costs associated with the Driffill MPR project. However, the total budgets for the McAuliffe and Ritchen modernization and Driffill MPR projects remain unchanged. Lastly, a budget increase of \$214,699 to the technology program efforts is provided to accommodate actual total expenditures.

As shown in Table 14, the Phase 2 budget has been increased by \$8,208 with the proposed budget adjustments accommodated through an overall decrease to the Phase 2 Program Reserve from \$10.9 million to \$7.8 million.

**Table 14: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)**

Project	Schedule June 2019	Schedule Dec 2019	Estimated Budget		Variance
<b>Master Construct &amp; Implementation Program Improvements</b>					
Acquire New Sites					
Doris/Patterson K-5 / Middle School	2018	2018	\$9,180,658	<b>\$9,192,500</b>	\$11,842
Subtotal				\$9,192,500	\$11,842
Construct New School Sites: Master Construct					
Seabridge K-5	2018/2020	2018/2020	\$28,568,432		\$0
Dorris Patterson K-5 (Planning)		<b>2020</b>	\$0	<b>\$491,496</b>	\$491,496
Dorris Patterson 6-8 (Planning)		<b>2020</b>	\$0	<b>\$270,791</b>	\$270,791
Reconstruct School Sites: Master Construct					
Rose Avenue K-5 (Classrooms)	2018/2021	2018/2021	\$3,681,670		\$0
McKinna K-5	2017	2017	\$36,558,911		\$0
Construct Kinder/SDC Classrooms					
Brekke	2018	2018	\$1,926,268		\$0
McAuliffe	2018	2018	\$2,551,273		\$0
Ramona	2018	2018	\$2,158,208	<b>\$2,190,472</b>	\$32,264
Ritchen	2018	2018	\$2,709,074		\$0
Classroom/Library/MPR Modernizations					
McAuliffe (Planning/Design)	2019	2019	\$0	<b>\$991,949</b>	\$991,949
Ritchen (Planning/Design)	2019	2019	\$0	<b>\$981,170</b>	\$981,170
Construct K-8 Multipurpose Room					
Driffill (Planning)		<b>2020</b>	\$0	<b>\$76,058</b>	\$76,058
Childhood Development Center Improvements					
Lemonwood	2019	2019	\$3,655,246		\$0
Subtotal				\$84,652,811	\$2,843,728
Technology		<b>2020</b>	\$0	<b>\$214,699</b>	\$214,699
Program Improvements Subtotal				\$94,060,010	\$3,070,269
Program Reserve			\$10,872,414	<b>\$7,810,354</b>	(\$3,062,061)
Additional Facilities Expenditures	2018	2018	\$4,519,836		\$0
Program Lease Payments					
Brekke ES COP	2026	2026	\$1,419,606		\$0
COP for Land Acquisition	2026-29	2026-29	\$480,000		\$0
Portables Lease Payments	2019	2019	\$564,000		\$0
Subtotal				\$6,983,442	\$0
Program Improvements Total				\$108,853,806	\$8,208

\*Current dollars

## 5.5 PHASE 3 MASTER BUDGET AND SCHEDULE

Phase 3 completes the reconstruction of Rose Avenue as well as the design and construction of the Doris/Patterson 6-8 middle school following the completion of the LAFCo process. Construction activities associated with the planned modernization improvements at McAuliffe and Ritchen are also proposed as well as the construction of a multipurpose room/gym at Driffill.

To accommodate the estimated timing of funds, adjustments to the Phase 3 budget include moving forward the design and construction activities for the MPR and/or gymnasium improvements planned at Brekke, Ramona, Fremont, and Haydock. The planned academic program space improvements for Brekke and Ramona are also proposed to be moved forward into Phase 3. The Phase 3 Program Reserve is estimated to decrease by \$4.8 million to \$13.8 million to accommodate the increase of projects in this phase.

Phase 3 also accounts for continued lease payments related to the District’s outstanding Brekke and Doris/Patterson COPs. These amounts remain unchanged from the previous report. Table 15 provides a summary of the proposed Phase 3 budget and schedule totaling approximately \$119 million, an increase of approximately \$3.1 million.

**Table 15: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)**

Project	Schedule June 2019	Schedule Dec 2019	Estimated Budget		Variance
<b>Master Construct &amp; Implementation Program Improvements</b>					
Construct New School Sites: Master Construct					
Dorris Patterson 6-8	2021	2021	\$49,057,213	<b>\$48,786,422</b>	(\$270,791)
Rose Avenue	2018/2021	2018/2021	\$26,998,912		\$0
Classroom/Library/MPR Modernizations					
McAuliffe	2021	2021	\$4,959,744	<b>\$3,967,795</b>	(\$991,949)
Ritchen	2021	2021	\$4,905,850	<b>\$3,924,680</b>	(\$981,170)
Modernize K-5 Multipurpose Rooms					
Brekke		<b>2021</b>	\$0	<b>\$697,557</b>	\$697,557
Ramona		<b>2021</b>	\$0	<b>\$1,755,474</b>	\$1,755,474
Construct Academic Program Space: Master Construct					
Brekke		<b>2021</b>	\$0	<b>\$459,373</b>	\$459,373
Ramona		<b>2021</b>	\$0	<b>\$292,151</b>	\$292,151
Construct Gym & Modernize MPR					
Fremont		<b>2021</b>	\$0	<b>\$5,557,436</b>	\$5,557,436
Modernize MPR					
Haydock		<b>2021</b>	\$0	<b>\$1,500,000</b>	\$1,500,000
Construct K-8 Multipurpose Room					
Driffill	2021	2021	\$6,913,427	<b>\$6,837,369</b>	(\$76,058)
Program Improvemets Subtotal				<b>\$100,777,169</b>	<b>\$7,942,023</b>
Program Reserve			\$18,587,837	<b>\$13,794,203</b>	(\$4,793,635)
Program Lease Payments					
Brekke ES COP	2021-25	2021-25	\$2,390,860		\$0
COP for Land Acquisition	2026-29	2026-29	\$2,062,500		\$0
Subtotal				<b>\$4,453,360</b>	<b>\$0</b>
Program Improvements Total				<b>\$119,024,731</b>	<b>\$3,148,388</b>

\*Current dollars

## 5.6 PHASE 4 MASTER BUDGET AND SCHEDULE

Phase 4 completes the Master Construct and Implementation Program through the construction of Doris/Patterson K-5 school. Construction of new multipurpose room/gyms will be undertaken at Chavez, Curren, and Kamala. Phase 4 is also scheduled to continue COP payments. However, lease payments related to Brekke Elementary are scheduled to conclude in 2025-26. Additionally, the District’s lease payments for its COPs related to the Doris/Patterson land acquisition will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available.

The major adjustment to the proposed Phase 4 budget and schedule is the move of the remaining Brekke, Ramona, Fremont, and Haydock into the earlier Phase 3. Other adjustments include the accommodating costs from the previous Phase 2 associated with the Doris/Patterson K-5 project. The Phase 4 Program

Reserve is proposed to be increased by approximately \$7.7 million. As summarized in Table 16, the total Phase 4 budget has been decreased by approximately \$3 million to approximately \$68.7 million.

**Table 16: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)**

Project	Schedule June 2019	Schedule Dec 2019	Estimated Budget		Variance
<b>Master Construct &amp; Implementation Program Improvements</b>					
Construct New School Sites: Master Construct					
Dorris Patterson K-5	2021/2026	2021/2026	\$29,556,164	<b>\$29,064,668</b>	(\$491,496)
Construct Academic Program Space: Master Construct					
Brekke	2026		\$459,373	<b>\$0</b>	(\$459,373)
Ramona	2026		\$292,151	<b>\$0</b>	(\$292,151)
Construct Gym & Modernize MPR					
Fremont	2026		\$5,557,436	<b>\$0</b>	(\$5,557,436)
Modernize MPR					
Haydock	2026		\$1,500,000	<b>\$0</b>	(\$1,500,000)
Modernize K-5 Multipurpose Rooms					
Brekke	2029		\$697,557	<b>\$0</b>	(\$697,557)
Ramona	2029		\$1,755,474	<b>\$0</b>	(\$1,755,474)
Construct K-8 Multipurpose Rooms					
Chavez	2027	2027	\$6,913,427		\$0
Curren	2026	2026	\$6,913,427		\$0
Kamala	2026	2026	\$6,913,427		\$0
Subtotal				\$49,804,949	(\$10,753,487)
Program Improvements Subtotal				\$49,804,949	(\$10,753,487)
Program Reserve			8,328,160	<b>\$16,059,403</b>	\$7,731,243
Program Lease Payments					
Brekke ES COP	2026	2026	\$480,548		\$0
COP for Land Acquisition	2026-29	2026-29	\$2,321,000		\$0
Subtotal				\$2,801,548	\$0
Program Improvements Total				\$68,665,900	(\$3,022,244)

\*Current dollars

## 5.7 MASTER SCHEDULE

The following summary schedule provides an overview of an updated proposed phasing strategy for the Master Construct and Implementation Program. Table 17 illustrates the proposed phasing of the integrated Program and is organized by the continued reconstruction of existing schools, the construction of new school sites, 21<sup>st</sup> century modernizations, and improvements to multipurpose rooms and support facilities to accommodate the District’s educational program.

For projects currently under implementation, the scheduled end date for the new Seabridge elementary school has been adjusted from December 2020 to October 2021 to accommodate a projected March 2020 start of construction. Planning and design efforts for the 21<sup>st</sup> century modernization improvements at McAuliffe and Ritche began in August 2019 with design and planning efforts concluding by October 2020. Remaining support space and MPR improvements planned at Brekke and Ramona have been moved from Phase 4 into Phase 3 estimated to commence in Fiscal Year 2020-21. Also moved from Phase 4 to Phase 3 includes planned MPR and gymnasium improvements at Fremont and Haydock.

Table 17: Summary Schedule

	Fiscal Year															
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
<b>Reconstruct:</b>																
Harrington	Complete															
Harrington Kindergarten Annex		Complete														
Lemonwood		Complete														
Lemonwood Kindergarten Annex																
Elim		Complete														
McKinna																
Rose Avenue																
<b>Construct:</b>																
Marshall 6-8 Classrooms		Complete														
Seabridge K-5																
Doris/Patterson K-5																
Doris/Patterson 6-8																
<b>Construct Kinder + SDC Classrooms/Additional Support Space:</b>																
Ramona		Complete														
Brekke		Complete														
Ritchen		Complete														
McAuliffe		Complete														
<b>21st Century Modernizations:</b>																
McAuliffe																
Ritchen																
<b>Multipurpose Rooms:</b>																
Fremont																
Haydock																
Kamala																
Chavez																
Curren																
Driffill																
Ramona																
Brekke																

Based on the identified phasing plan, Table 18 provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately \$70.8 million.

**Table 18: Projects Under Management**

<b>Project Name</b>	<b>Start Date</b>	<b>End Date</b>	<b>Master Budget (Current Dollars)</b>
<b>Reconstruct:</b>			
Lemonwood Kindergarten Annex	Nov-2014	Feb-2020	\$3,655,246
<b>Construct:</b>			
Seabridge K-5	Jan-2017	<b>Oct-2021</b>	\$28,568,432
McKinna K-5	Jan-2017	Feb-2020	\$36,558,911
<b>21st Century Modernization</b>			
McAuliffe (Design/Planning)	<b>Aug-2019</b>	<b>Oct-2020</b>	<b>\$991,949</b>
Ritchen (Design/Planning)	<b>Aug-2019</b>	<b>Oct-2020</b>	<b>\$981,170</b>
<b>Total</b>			<b>\$70,755,708</b>

# RECOMMENDATIONS

## 6.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this December 2019 update report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

As part of the formal review process, it is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board.

# EXHIBIT A

## PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities are provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

Date	Board Agenda Item	Agenda Description	Purpose	Action
5-Jun-19	C.7	Ratification of Change Order #006 for Bernards Bros regarding the Elm E.S Reconstruction Project	Change Order #006 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Jun-19	C.8	Ratification of Change Order #007 for Bernards Bros regarding the Elm E.S Reconstruction Project	Change Order #007 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Jun-19	C.9	Ratification of Change Order #008 for Bernards Bros regarding the Elm E.S Reconstruction Project	Change Order #008 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Jun-19	C.10	Ratification of Change Order #009 for Bernards Bros regarding the Elm E.S Reconstruction Project	Change Order #009 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Jun-19	C.11	Ratification of Change Order #019 for Swinerton Builders regarding the Lemonwood K-8 School Reconstruction. Project.	Ratification of Change Order #019 to agreement #15-198 provides for work related to unforeseen conditions or additional scope of work requested by the District.	Approved
5-Jun-19	C.12	Ratification of Change Order #020 for Swinerton Builders regarding the Lemonwood K-8 School Reconstruction. Project.	Ratification of Change Order #020 to agreement #15-198 provides for work related to unforeseen conditions or additional scope of work requested by the District.	Approved
5-Jun-19	C.13	Ratification of Change Order #021 for Swinerton Builders regarding the Lemonwood K-8 School Reconstruction. Project.	Ratification of Change Order #021 to agreement #15-198 provides for work related to unforeseen conditions or additional scope of work requested by the District.	Approved
19-Jun-19	A.6	Presentation of June 2019 Semi-Annual Implementation Program Update	Presentation of June 2019 Semi Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program	Approved
19-Jun-19	C.3	Approval of Amendment #001 for Swinerton Builders regarding the Lemonwood ECDC Project	Amendment #001 to agreement #15-198 provides for Lease/ Leaseback Construction Services for the renovation of the Lemonwood ECDC Project	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
19-Jun-19	C.4	Approval of Contractor Contingency Allocation #004 for Bernards Bros regarding the Elm E.S Reconstruction Project	Contractor Contingency Allocation #004 to agreement #16-199 is a COST to the Contractor Contingency line item for additional items of work	Approved
19-Jun-19	C.5	Ratification of Change Order #010 for Bernards Bros regarding the Elm E.S Reconstruction Project	Change Order #010 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Jun-19	C.6	Ratification of Change Order #010 for Bernards Bros regarding the Elm E.S Reconstruction Project	Change Order #010 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Jun-19	C.7	Ratification of Change Order #010 for Bernards Bros regarding the Elm E.S Reconstruction Project	Change Order #010 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Jun-19	C.8	Ratification of Change Order #010 for Bernards Bros regarding the Elm E.S Reconstruction Project	Change Order #010 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Jun-19	C.9	Ratification of Change Order #010 for Bernards Bros regarding the Elm E.S Reconstruction Project	Change Order #010 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Jun-19	C.10	Ratification of Change Order #010 for Bernards Bros regarding the Elm E.S Reconstruction Project	Change Order #010 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Jun-19	C.11	Ratification of Change Order #010 for Bernards Bros regarding the Elm E.S Reconstruction Project	Change Order #010 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Jun-19	C.12	Ratification of Change Order #017 for Bernards Bros regarding the Elm E.S Reconstruction Project	Change Order #017 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Jun-19	C.13	Ratification of Change Order #003 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #003 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Jun-19	C.14	Ratification of Change Order #004 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #004 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Jun-19	C.15	Ratification of Change Order #005 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #005 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
19-Jun-19	C.16	Ratification of Change Order #006 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #006 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Jun-19	C.17	Approval of Contractor Contingency Allocation #009 for Bernards Bros regarding the Marshall New Classroom Building Project	Contractor Contingency Allocation #009 to agreement #17-117 is a COST to the Contractor Contingency line item for additional items of work	Approved
7-Aug-19	C.20	Approval of Contractor Contingency Allocation #005 for Bernards Bros regarding the Elm Reconstruction Project	Contractor Contingency Allocation #005 to agreement #16-199 is a COST to the Contractor Contingency line item for additional items of work	Approved
7-Aug-19	C.21	Ratification of Change Order #018 for Bernards Bros regarding the Elm Reconstruction Project	Change Order #018 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
7-Aug-19	C.22	Ratification of Change Order #019 for Bernards Bros regarding the Elm Reconstruction Project	Change Order #019 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
7-Aug-19	C.23	Ratification of Change Order #020 for Bernards Bros regarding the Elm Reconstruction Project	Change Order #020 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
7-Aug-19	C.24	Ratification of Change Order #021 for Bernards Bros regarding the Elm Reconstruction Project	Change Order #021 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
7-Aug-19	C.25	Ratification of Change Order #022 for Bernards Bros regarding the Elm Reconstruction Project	Change Order #022 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
7-Aug-19	C.26	Ratification of Change Order #023 for Bernards Bros regarding the Elm Reconstruction Project	Change Order #023 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
7-Aug-19	C.27	Ratification of Change Order #024 for Bernards Bros regarding the Elm Reconstruction Project	Change Order #024 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
7-Aug-19	C.28	Approval of Contractor Contingency Allocation #010 for Bernards Bros regarding the Marshall New Classroom Building Project	Contractor Contingency Allocation #010 to agreement #17-117 is a COST to the Contractor Contingency line item for additional items of work	Approved
7-Aug-19	C.29	Ratification of Change Order #004 for Viola Constructors INC. regarding the Mc Auliffe Kinder/Flex Project.	Change Order #004 to agreement #17-212 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
7-Aug-19	C.30	Ratification of Change Order #005 for Viola Constructors INC. regarding the Ritthen Kinder/Flex Project.	Change Order #005 to agreement #17-218 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
7-Aug-19	C.32	Approval of Contractor Contingency Allocation #002 for Viola Contractors regarding the Ritthen KinderFlex Project	Contractor Contingency Allocation #002 to agreement #17-218 is a COST to the Contractor Contingency line item for additional items of work	Approved
7-Aug-19	C.33	Approval of Contractor Contingency Allocation #001 for Viola Contractors regarding the Ramona KinderFlex Project	Contractor Contingency Allocation #001 to agreement #17-215 is a COST to the Contractor Contingency line item for additional items of work	Approved
7-Aug-19	C.34	Approval of Notice of Completion regarding Mc Auliffe Kinder/Flex	Notice of Completion for Agreement #17-212 with Viola Constructors, Inc.	Approved
7-Aug-19	C.36	Approval and Adoption of the June 2019 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	The Semi-Annual Implementation Program Update reflects conditions of the District's Program between January and the time of the report's publishing in June 2019	Approved
21-Aug-19	C.21	Approval of Contractor Contingency Allocation #006 for Bernards Bros regarding the Elm E.S Reconstruction Project	Contractor Contingency Allocation #006 to agreement #16-199 is a COST to the Contractor Contingency line item for additional items of work	Approved
21-Aug-19	C.22	Ratification of Change Order #007 for Bernards Bros regarding the Marshall new Classroom Building Project	Change Order #007 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
21-Aug-19	C.23	Ratification of Change Order #008 for Bernards Bros regarding the Marshall new Classroom Building Project	Change Order #008 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
21-Aug-19	C.24	Ratification of Change Order #009 for Bernards Bros regarding the Marshall new Classroom Building Project	Change Order #009 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
21-Aug-19	C.25	Ratification of Change Order #010 for Bernards Bros regarding the Marshall new Classroom Building Project	Change Order #010 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
21-Aug-19	C.26	Ratification of Amendment #002 for Perkins Eastman Dougherty regarding the McKinna Reconstruction Project	Amendment #002 to agreement #16-249 provides for additional architectural and engineering services	Approved
21-Aug-19	C.27	Ratification of WAL #17 for Earth Systems Pacific regarding the Marshall New Classroom Building Project	WAL #17 to agreement #13-122 provides for Geotechnical Observation and Testing Services	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
21-Aug-19	C.28	Ratification of Amendment #002 for IBI Group regarding the Rose Ave School Reconstruction Project	Amendment #002 to agreement #17-49 provides for additional architectural and engineering services	Approved
4-Sep-19	C.4	Ratification of WAL #11 for NV5 West Inc. regarding the Lemonwood ECDC Project	WAL #11 to agreement #13-130 provides for DSA inspector fo Record Services	Approved
4-Sep-19	C.5	Approval of Credit Change Order #001 for Viola Constructors INC. regarding the Ramona Kinder/Flex Project.	Credit Change Order #001 to agreement #17-215 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
4-Sep-19	C.6	Approval of Credit Change Order #006 for Viola Constructors INC. regarding the Ritche Kinder/Flex Project.	Credit Change Order #006 to agreement #17-218 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
4-Sep-19	C.7	Approval of Notice of Completion regarding Ritche Kinder/Flex	Notice of Completion for Agreement #17-218 with Viola Constructors, Inc.	Approved
4-Sep-19	C.8	Approval of Notice of Completion regarding Ramona Kinder/Flex	Notice of Completion for Agreement #17-215 with Viola Constructors, Inc.	Approved
18-Sep-19	C.7	Approval of Contractor Contingency Allocation #001E for Swinerton builders regarding the Lemonwood ECDC Project	Contractor Contingency Allocation #001E to agreement #15-198 is a COST to the Contractor Contingency line item for additional items of work	Approved
18-Sep-19	C.8	Approval of Contractor Contingency Allocation #007 for Bernards Bros regarding the Elm E.S Reconstruction Project	Contractor Contingency Allocation #007 to agreement #16-199 is a COST to the Contractor Contingency line item for additional items of work.	Approved
9-Oct-19	D.1	Adoption of Resolution #19-11 authorizing the issuance and sale of 2019 Refunding General obligation Bonds	For the purpose of Refinancing outstanding General obligation Bonds and refunding bonds.	Approved
9-Oct-19	D.2	Rejection of Amendment #001 for Swinerton Builders regarding Seabridge K-5 elementary School Project	Amendment #001 to LLB agreements #17-170(R), #17-171(R) & #17-172(R) for establishing a GMP for construction services.	Approved
23-Oct-19	A.6	Board Workshop Presentation-Enhanced Master Construct Program	A study session on the Enhanced Maaster construct Program	Approved
23-Oct-19	C.25	Ratification of WAL #008 for CTE South, Inc. regarding the Lemonwood ECDC Project	WAL #008 to agreement #13-122 provides for Geotechnical Observation and Testing Services	Approved
23-Oct-19	C.26	Ratification of Change Order #011 for Bernards Bros regarding the Marshall new Classroom Building Project	Change Order #011 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
23-Oct-19	C.27	Ratification of Change Order #012 for Bernards Bros regarding the Marshall new Classroom Building Project	Change Order #012 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
13-Nov-19	C.10	Approval of Contractor Contingency Allocation #008 for Bernards Bros regarding the Elm E.S Reconstruction Project	Contractor Contingency Allocation #008 to agreement #16-199 is a COST to the Contractor Contingency line item for additional items of work and return of unused allocation funds to the Master construct and Implementation Program Reserve.	Approved
13-Nov-19	C.12	Approval of Credit Change Order #024 for Swinerton Builders regarding the Lemonwood Reconstruction Project.	Credit Change Order #024 to agreement #15-198 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
13-Nov-19	C.19	Ratification of Change Order #025 for Bernards Bros regarding the Elm Reconstruction Project	Change Order #025 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
13-Nov-19	C.21	Ratification of Change Order #022 for Swinerton Builders regarding the Lemonwood Reconstruction Project	Change Order #022 to agreement #15-198 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
13-Nov-19	C.22	Ratification of Change Order #023 for Swinerton Builders regarding the Lemonwood Reconstruction Project	Change Order #023 to agreement #15-198 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Enrichment Agreement

### **Approve: Out of State Conference – Las Vegas, NV (DeGenna/Fox)**

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The Board's approval is requested for the Assistant Superintendent, Dr. Ana DeGenna and the Director of Dual Language Immersion, Ms. Aracely Fox to attend the National Association For Bilingual Education in Las Vegas, NV on February 25-28, 2020. Students, teachers, educational leaders and advocates will be recognized for their efforts to promote the importance of languages, literacy and equity during the NABE General Sessions and NABE Awards Luncheon.

#### **FISCAL IMPACT:**

Not to exceed \$4,000.00 for registration, airfare, ground travel, lodging and meals to be paid from Title 1 funds.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Dual Language Immersion that the Board of Trustees approve the out-of-state conference attendance as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [NABE Conference Schedule \(4 pages\)](#)  
[NABE Registration \(3 pages\)](#)

# Schedule-at-a-Glance

## NABE 49th Annual Conference

*Tropicana Las Vegas*  
Las Vegas, Nevada

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### Monday, February 24, 2020

01:00 PM – 07:00 PM	NABE Conference Registration Opens	Location TBD
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### Tuesday, February 25, 2020

07:00 AM – 03:30 PM	NABE Conference Registration	Location TBD
07:00 AM – 03:00 PM	School Visits	Location TBD
08:00 AM – 04:00 PM	NABE Pre-Conference Institutes	See Program
04:30 PM – 05:00 PM	<b>NABE Ribbon Cutting Ceremony</b> <i>Exhibitor of the Year Award</i> <i>Sponsor of the Year Award</i>	Trinidad Pavilion Foyer
05:00 PM – 07:00 PM	Night with the Exhibitors Reception	Trinidad Pavilion

# Schedule-at-a-Glance

## NABE 49th Annual Conference

*Tropicana Las Vegas*  
Las Vegas, Nevada

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**Wednesday, February 26, 2020**

07:00 AM – 04:00 PM	NABE Conference Registration	Location TBD
07:00 AM – 05:00 PM	Exhibit Hall - Visit the NABE 2020 Sponsors and Exhibitors	Trinidad Pavilion
07:00 AM – 08:00 AM	Continental Breakfast	Trinidad Pavilion
08:00 AM - 08:30 AM	Student Entertainment & Dedicated Exhibitor Time	Trinidad Pavilion
08:30 AM – 09:50 AM	Concurrent Sessions/Special Interest Groups	See Program
10:00 AM – 11:25 AM	<b>NABE Opening General Session</b> Keynote Speaker	Trinidad 1
11:40 AM – 12:30 PM	NABE Membership Meeting Concurrent Sessions/Special Interest Groups	Trinidad 1 See Program
12:30 PM – 02:00 PM	Lunch on your own	
02:10 PM – 03:00 PM	Featured Session Concurrent Sessions/Special Interest Groups	Trinidad 1 See Program
03:00 PM – 03:30 PM	Coffee with the Exhibitors	Trinidad Pavilion
03:30 PM – 04:30 PM	Featured Session Concurrent Sessions/Special Interest Groups	Trinidad 1 See Program
04:40 PM – 06:00 PM	Featured Session Concurrent Sessions/Special Interest Groups	Trinidad 1 See Program

# Schedule-at-a-Glance

## NABE 49th Annual Conference

*Tropicana Las Vegas*  
Las Vegas, Nevada

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**Thursday, February 27, 2020**

07:00 AM – 04:00 PM	NABE Conference Registration	Location TBD
07:00 AM – 05:00 PM	Exhibit Hall - Visit the NABE 2020 Sponsors and Exhibitors	Trinidad Pavilion
07:00 AM – 08:00 AM	Continental Breakfast	Trinidad Pavilion
08:00 AM - 08:30 AM	Student Entertainment & Dedicated Exhibitor Time	Trinidad Pavilion
08:30 AM – 11:50 AM	2020 NABE Global Education Forum	Trinidad 1
	Concurrent Sessions/Special Interest Groups	See Program
11:50 AM – 12:15 PM	Dedicated Exhibitor Time	Trinidad Pavilion
12:15 PM – 01:45 PM	<b>NABE Awards Luncheon (Ticketed Event)</b>	Trinidad 2
01:45 PM – 02:10 PM	Dedicated Exhibitor Time	Trinidad Pavilion
02:10 PM – 03:00 PM	Featured Session	Trinidad 1
	Concurrent Sessions/Special Interest Groups	See Program
03:00 PM – 03:30 PM	Coffee with the Exhibitors	Trinidad Pavilion
03:40 PM – 04:30 PM	Featured Session	Trinidad 1
	Concurrent Sessions/Special Interest Groups	See Program
04:40 PM – 06:00 PM	Featured Session -	Trinidad 1
	Concurrent Sessions/Special Interest Groups	See Program
08:00 PM – 12:00 AM	<b>NABE President's Dance</b>	Havana Room

**Schedule-at-a-Glance**  
**NABE 49th Annual Conference**  
*Tropicana Las Vegas*  
 Las Vegas, Nevada

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**Friday, February 28, 2020**

07:00 AM – 08:00 AM	Continental Breakfast	Trinidad Pavilion
07:00 AM – 11:30 AM	NABE Conference Registration	Location TBD
08:00 AM – 04:00 PM	NABE Family Institute - Interactive Workshops	(Closed Session)
08:30 PM – 09:20 PM	Featured Session	Trinidad 1
	Concurrent Sessions	See Program
09:30 AM – 11:00 AM	General Session	Trinidad 1
11:10 AM – 12:00 PM	Featured Session	Trinidad 1
	Concurrent Sessions	See Program
12:00 PM – 01:30 PM	Lunch on your own	
01:40 PM – 02:30 PM	Featured Session	Trinidad 1
	Concurrent Sessions	See Program
02:40 PM – 03:30 PM	Featured Session	Trinidad 1
	Concurrent Sessions	See Program
03:40 PM – 04:30 PM	Featured Session	Trinidad 1
	Concurrent Sessions	See Program

**For more information and updates, please visit [www.nabe-conference.com](http://www.nabe-conference.com)**

# NATIONAL ASSOCIATION FOR BILINGUAL EDUCATION



## 49th Annual NABE Conference

*“NABE Rise Up 2020: A Perfect Vision”*

Pre-Conference: February 25, 2020

Conference: February 26-28, 2020

Tropicana Las Vegas

Las Vegas, NV

Stay up-to-date with all things NABE !

Add [conf.reg.nabe@gmail.com](mailto:conf.reg.nabe@gmail.com) to your email contact list!

## NABE 2020 Registration Packages

### **Lifetime Package includes:**

3-day Conference Registration

Admission to the NABE Night w/ Exhibitors (badge)

Admission to the NABE Awards Luncheon

Admission to the NABE President's Dance (badge)

Daily Continental Breakfast February 26-28, 2020

Early Registration Rate (by December 20, 2019): **\$490.00**

Late Registration Rate: **\$540.00**

**Please Note:** This package is only available to individuals who have previously purchased a NABE Lifetime Membership.

## NATIONAL ASSOCIATION FOR BILINGUAL EDUCATION

### **Platinum Package includes:**

- 3-day Conference Registration
- School Site Visit
- Admission to the NABE Night w/ Exhibitors (badge)
- Admission to the NABE Awards Luncheon
- Admission to the NABE President's Dance (badge)
- Daily Continental Breakfast February 26-28, 2020
- 1-Year NABE Membership

Early Registration Rate (by December 20, 2019): **\$645.00**

Late Registration Rate: **\$695.00**

### **Premium Package includes:**

- 3-day Conference Registration
- Admission to the NABE Night w/ Exhibitors (badge)
- Admission to the NABE Awards Luncheon
- Admission to the NABE President's Dance (badge)
- Daily Continental Breakfast February 26-28, 2020
- 1-Year NABE Membership

Early Registration Rate (by December 20, 2019): **\$565.00**

Late Registration Rate: **\$615.00**

### **Choice Package includes: This package will be available for on-site purchase (Late Registration Rate: \$540.00)**

- 3-day Conference Registration
- Admission to the NABE Night w/ Exhibitors (badge)
- Admission to the NABE President's Dance (badge)
- Daily Continental Breakfast February 26-28, 2020
- 1-Year NABE Membership

Early Registration Rate (by December 20, 2019): **\$490.00**

Late Registration Rate: **\$540.00**

### **Parent/Student Package includes:**

- 3-day Conference Registration
- Admission to the NABE Night w/ Exhibitors (badge)
- Admission to the NABE President's Dance (badge)

## NATIONAL ASSOCIATION FOR BILINGUAL EDUCATION

Early Registration Rate (by December 20, 2019): **\$310.00**

Late Registration Rate: **\$360.00**

Please Note: To qualify for the discounted **Parent** rate, you must not be a professional educator and you must be the parent of a child currently enrolled in a bilingual or ESL program [registration for this package requires uploading a letter (PDF only) on school letterhead from either your child's teacher or a school administrator].

To qualify for the discounted **Student** rate, you must be enrolled as a full-time student [registration for this package requires uploading a letter or schedule of classes (PDF only) from your college or university as proof of full-time student status].

[CLICK HERE TO REGISTER !](#)

### **NABE 2020 Cancellation Policy - Cancellations/Refunds/Substitutions Deadlines:**

**Registration Cancellation Deadline:** January 17, 2020

Requests for refunds of registration fees must be received in writing by January 17, 2020. A US \$50 processing fee will be deducted from the registration fees paid. **Refund requests received after the January 17, 2020 deadline will not be honored.**

**Not refundable:** Pre-Conference Institutes, School Site Visits.

No refunds are issued at the conference. Please send requests for refund to: [conf.reg.nabe@gmail.com](mailto:conf.reg.nabe@gmail.com)  
Please allow approximately 6-8 weeks after the conference to receive refunds.

### **Substitutions:**

Requests for substitutions must be submitted in writing by February 7, 2020.

## NABE 2020 Official Conference Hotel

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Consent Agenda

**Enrollment Report (Penanhoat)**

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District enrollment as of October 2, 2019 (CALPADS) was 15,730. This is 407 less than the same time last year.

District enrollment as of October 31, 2019 was 15,718. This is 431 less than the same time last year.

District enrollment as of November 29, 2019 was 15,707. This is 420 less than the same time last year.

**FISCAL IMPACT:**

None.

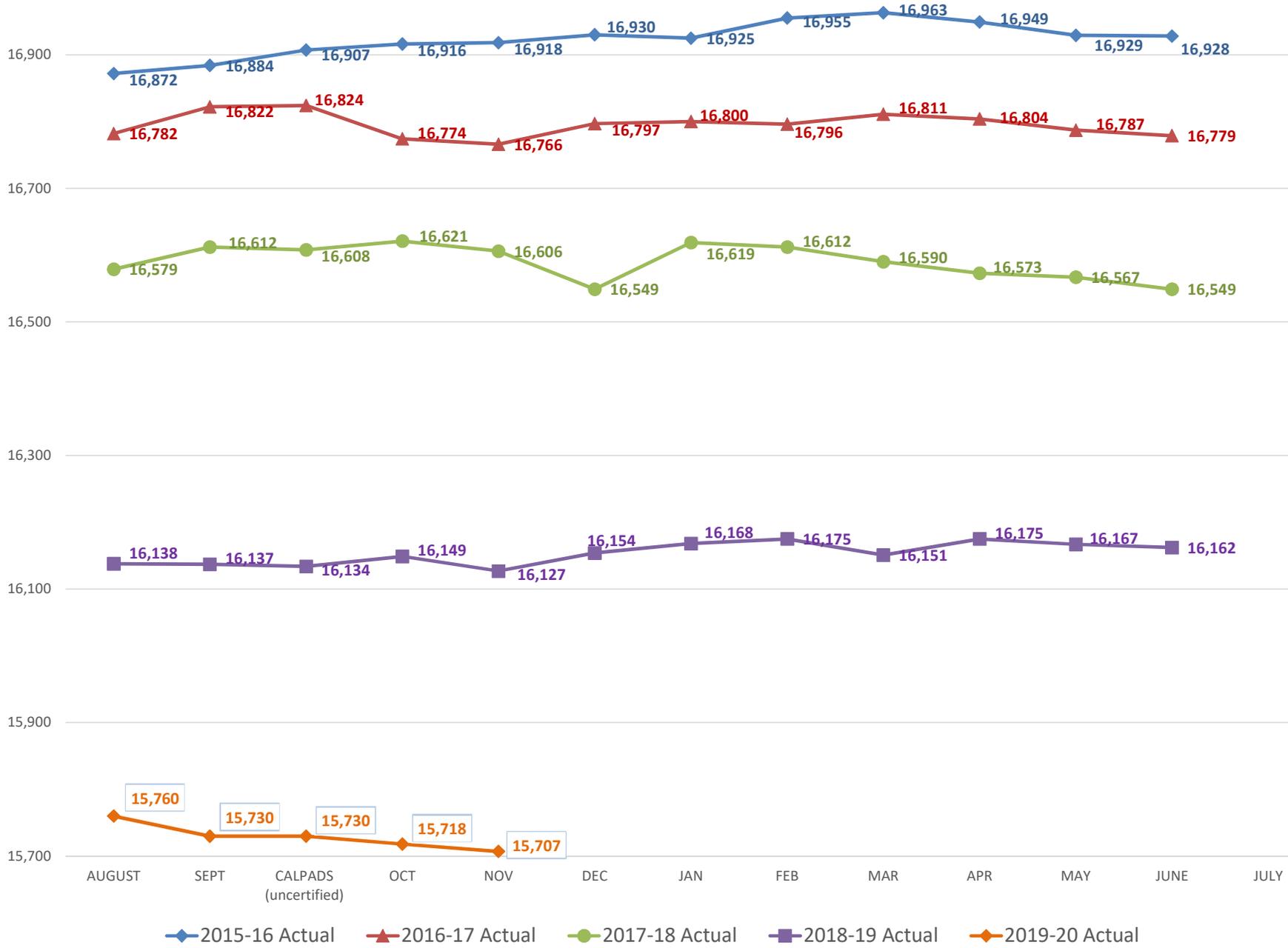
**RECOMMENDATION:**

Information only.

**ADDITIONAL MATERIALS:**

**Attached:** [Graph – Oxnard School District Enrollment History 2015-16 through 2019-20 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2015-16 through 2019-20 Actuals



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Consent Agenda

**Certification of Signatures (Penanhoat)**

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Annually at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc. A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services at the Ventura County Office of Education.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

**ADDITIONAL MATERIALS:**

**Attached:** [Oxnard School District Certification of Signatures \(3 pages\)](#)

**OXNARD SCHOOL DISTRICT**

**CERTIFICATION OF SIGNATURES**

I, Dr. Karling Aguilera-Fort, Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.\* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

Unless amended by Board action, these approved signatures will be considered valid for the period of December 19, 2019 through June 30, 2020.

Date of Board Action: December 18, 2019      Signature: \_\_\_\_\_  
Dr. Karling Aguilera-Fort,  
Superintendent/Secretary to  
the Board of Trustees

**PART I**

Signatures of Members of the Board

Signature: \_\_\_\_\_  
Debra M. Cordes, \_\_\_\_\_  
of the Board of Trustees

Signature: \_\_\_\_\_  
Monica Madrigal Lopez, \_\_\_\_\_  
of the Board of Trustees

Signature: \_\_\_\_\_  
Denis O’Leary, \_\_\_\_\_  
of the Board of Trustees

Signature: \_\_\_\_\_  
Veronica Robles-Solis, \_\_\_\_\_  
of the Board of Trustees

Signature: \_\_\_\_\_  
Dr. Jesús Vega, \_\_\_\_\_  
of the Board of Trustees

\*Education Code Sections  
42632, 42633

**PART 2**

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

Signature: \_\_\_\_\_  
Dr. Karling Aguilera-Fort  
Title: District Superintendent

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Warrant Orders, Appointment of Authorized Agents for Federal and State Applications, Appointment of Representatives to Acquire Surplus Property and All Documents Requiring the Signature of Secretary or Clerk.

Signature: \_\_\_\_\_  
Dr. Jesús Vaca  
Title: Assistant Superintendent, Human Resources & Support Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: \_\_\_\_\_  
Janet Penanhoat  
Title: Assistant Superintendent, Business & Fiscal Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notice of Employment, Contracts, Purchase Orders, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Page Three

Signature: \_\_\_\_\_

Dr. Anabolena DeGenna

Title: Assistant Superintendent, Educational Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: \_\_\_\_\_

Mary Crandall Plasencia

Title: Director of Finance

Authorized to Sign: A and B Warrants, Inter-fund and Intra-fund Transfers, Miscellaneous Income Collection Reports, Cafeteria, Revolving and Clearing Account Checks.

Signature: \_\_\_\_\_

Lisa A. Franz

Title: Director of Purchasing

Authorized to Sign: Purchase Orders, Board-Approved Contracts.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Consent Agenda

**Purchase Order/Draft Payment Report #19-04 (Penanhoat/Franz)**

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

1. A listing of Purchase orders issued 10/11/2019 through 12/18/2019 for the 2019-2020 school year, for \$4,192,786.07.
2. There has been one Draft Payment issued from 10/11/2019 through 12/18/2019, Check # 7734 for the amount of \$136.91, for the 2019-2020 school year.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #19-04 as submitted.

**ADDITIONAL MATERIALS:**

**Attached:** [Purchase Order/Draft Payment Report #19-04 \(16 Pages\)](#)

## Includes Purchase Orders dated 10/11/2019 - 12/05/2019

PO Number	Vendor Name	Loc	Description	Order Amount
NP20-00025	Gold Star Foods	CNS	stores	37,564.82
NP20-00026	P And R Paper Supply Co	CNS	stores	7,190.71
NP20-00027	Gold Star Foods	CNS	stores	25,950.09
NP20-00028	P And R Paper Supply Co	CNS	stores	7,640.87
NP20-00029	P And R Paper Supply Co	CNS	stores	7,747.44
NP20-00030	Gold Star Foods	CNS	stores	66,414.42
NP20-00031	Gold Star Foods	CNS	stores	29,129.25
NP20-00032	P And R Paper Supply Co	CNS	stores	6,348.03
NP20-00033	Gold Star Foods	CNS	stores	38,595.66
NP20-00034	P And R Paper Supply Co	CNS	stores	5,878.63
NP20-00035	Gold Star Foods	CNS	stores	63,971.49
NP20-00036	P And R Paper Supply Co	CNS	stores	5,157.06
NP20-00037	P And R Paper Supply Co	CNS	stores	6,228.58
NP20-00038	JA FOOD SERVICE CORP	CNS	stores	9,216.00
NP20-00039	Gold Star Foods	CNS	stores	26,879.32
P20-01629	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	233.81
P20-01754	Allcable Inc	IT	Comp/Sup (LCAP 1:19)	4,134.00
P20-01824	Otter Graphics, Inc	SAN MIGUEL	Materials & Supplies	1,780.03
P20-01826	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,312.83
P20-01827	Home Depot Inc	RAMONA	MATLS /SUPL	146.37
P20-01828	Extreme Clean	WAREHOUSE	Stores Supplies	2,335.48
P20-01829	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	146.54
P20-01830	School Health Corporation	WAREHOUSE	Stores Supplies	433.58
P20-01831	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	6,932.07
P20-01832	Pro Ed	Special Ed	MAT/SUPL-Psych	1,460.18
P20-01833	COSTCO WHOLESALE CORPORATION	Special Ed	MATLS/SUPL (SpEd)	1,000.00
P20-01834	Lakeshore Learning Materials	HAYDOCK	MATL/SUPPLY-INSTRUCTION	159.67
P20-01835	WPS	Special Ed	MAT/SUPL	704.04
P20-01836	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	Special Ed	MAT/SUPL	314.85
P20-01837	Super Duper Inc	Special Ed	MAT/SUPL	155.16
P20-01838	Pearson	Special Ed	MAT/SUPL	251.27
P20-01839	Super Duper Inc	Special Ed	MAT/SUPL	290.93
P20-01840	Lakeshore Learning Materials	RITCHEN	MATL/SUP-Instructional	81.85
P20-01841	Curriculum Associates Inc	Special Ed	MAT/SUPL	1,654.63
P20-01842	Zilprint Publishing	Special Ed	MAT/SUPL	213.96
P20-01843	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	679.79
P20-01844	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	1,827.63
P20-01845	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	1,110.82
P20-01846	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	1,490.62
P20-01847	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	622.06
P20-01848	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	3,595.27
P20-01849	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	884.74
P20-01850	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	396.37
P20-01851	MCGRAW HILL EDUCATION, INC	ERC	Textbook	1,854.77
P20-01852	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	43.48
P20-01853	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	3,330.98
P20-01854	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	557.07

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 1 of 16

110

## Includes Purchase Orders dated 10/11/2019 - 12/05/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-01855	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	Special Ed	MAT/SUPL-Psych	2,497.33
P20-01856	Pearson	Special Ed	MAT/SUPL-OT	1,190.64
P20-01857	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	Special Ed	MAT/SUPL-Psych	4,875.39
P20-01858	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	865.99
P20-01859	Textbook Warehouse LLC Textboo k Warehouse	ERC	Textbooks	2,196.38
P20-01860	Amazon Com	ED SERVICES	MATL/SUP	83.57
P20-01861	Regency Lighting	WAREHOUSE	Stores Supplies	128.22
P20-01862	Oxnard Performing Arts Center	ED SERVICES	RENTAL (AWARDS OF EXCELLENCE)	5,312.00
P20-01863	LEVERAGE LEARNING GROUP INC	ED SERVICES	T1/SERV	35,200.00
P20-01864	New West Symphony Assn	ED SERVICES	SERV	5,600.00
P20-01865	PANORAMA EDUCATION INC	Pupil Srvs	MAA/SERV	125,000.00
P20-01866	Ventura Co Office Of Education	Pupil Srvs	MAA/SERV (SESS SERVICES)	15,840.00
P20-01867	Monster Technology LLC	RAMONA	matl/supplies-toner for teacher printers	1,413.68
P20-01868	Tyler Technologies, Inc	TRANSPORTATIO	SERV	27,290.00
P20-01869	Lakeshore Learning Materials	CURREN	matl/sup - instructional	305.21
P20-01870	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	945.13
P20-01871	Amazon Com	Special Ed	MATL/SUP (McLain-VI)	81.56
P20-01872	Social Thinking	Special Ed	MATL/SUP (Samuels)	131.21
P20-01873	Office Depot Bus Ser Div	ERC	Supplies	431.40
P20-01874	Assistance League School	Special Ed	SERV (LG120614 - 2018/19 FY)	2,000.00
P20-01875	Assistance League School	Special Ed	SERV (JG101015)	12,650.00
P20-01876	Auditory Processing Center	Special Ed	SERV	10,000.00
P20-01877	LINGPERFECT TRANSLATIONS INC.	ENGLISH LEARNE	T1/SERV	3,000.00
P20-01878	The Bodine Group	HR	SERV	21,000.00
P20-01879	William Venegas Hip Hop Mindse t	ROSE	SERV	9,600.00
P20-01880	Lakeshore Learning Materials	CURREN	matl/sup - instructional	242.39
P20-01881	ACSA/FEA	ASES	CONF	49.00
P20-01882	Positive Promotions	LEMONWOOD	MAT/SUPPLIES (Instructional)	316.63
P20-01883	Affordable Tables And Chairs,	ENGLISH LEARNE	Rental-Delac Unrestricted	185.75
P20-01884	Grainger Inc	ASES	EQUIP	678.51
P20-01885	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	221.59
P20-01886	Amazon Com	LEMONWOOD	MAT/SUPLIES (Instructional)	10.76
P20-01887	Amazon Com	CURREN	matl/sup - instructioanl	161.47
P20-01888	Amazon Com	SAN MIGUEL	Materials & Supplies	102.36
P20-01889	Southwest Airlines	ENGLISH LEARNE	CONF- LPSBG	74.00
P20-01890	THE CITIZEN HOTEL	RAMONA	travel and conf-PBIS conference	884.70
P20-01891	Southwest Airlines	RAMONA	travel conf- PBIS conference sac. 10/27-10/29	829.88
P20-01892	Ashton Awards Inc Aswell Troph y	RAMONA	Matl/supp-Name tags	499.96
P20-01893	ORIENTAL TRADING COMPANY	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVES	421.94
P20-01894	ESGI	MCKINNA	subscriptions-Instructional	702.00
P20-01895	ORIENTAL TRADING COMPANY	RAMONA	Matl/Supplies- Red Ribbon Week	126.24
P20-01896	UNDERWOOD FAMILY FARMS LP	MCKINNA	serv-instructional	336.00
P20-01897	Positive Promotions	HAYDOCK	MATL/SUPPLY-INSTRUCTION	245.71

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ESCAPE ONLINE

Page 2 of 16

111

## Includes Purchase Orders dated 10/11/2019 - 12/05/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-01898	HEAR & C	Pupil Srvs	REPAIR	145.00
P20-01899	PRANCERS VILLAGE	SAN MIGUEL	Admission/Entry Fee	500.00
P20-01900	Amazon Com	KAMALA	Materials & Supplies-Inst	39.76
P20-01901	Amazon Com	KAMALA	Materials & Supplies-Inst	252.14
P20-01902	Amazon Com	KAMALA	Material & Supplies-ADMIN	171.20
P20-01903	CDW G	RITCHEN	MATL/SUP-Instructional	378.54
P20-01904	EVERYDAY SPEECH LLC	Special Ed	SUBSC (Samuels)	199.99
P20-01905	School Tech Supply	RITCHEN	EQUIP-Instructional	3,453.89
P20-01906	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	Special Ed	SERV	12,140.13
P20-01907	Smart And Final Iris Co	MARINA	MATL/SUPL-Instr	1,500.00
P20-01908	Apple Computer Inc	Special Ed	SFTWR/APPS	8,000.00
P20-01909	Positive Promotions	LEMONWOOD	MAT/SUPPLIES (Instuational)	1,021.35
P20-01910	Cengage Learning, Inc	ERC	Textbooks	8,332.81
P20-01911	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	2,860.17
P20-01912	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	1,744.96
P20-01914	CN School & Office Sol, Inc Cu Iver-Newlin	MCKINNA	BOND/EQUIP (F&E - FIREPROOF FILE CABINETS)	15,743.44
P20-01916	Amazon Com	FACILITIES	Materials and Supplies	980.45
P20-01917	Amazon Com	FACILITIES	Materials and Supplies	155.03
P20-01918	Southwest Airlines	Pupil Srvs	CONF	211.96
P20-01919	Southwest Airlines	ASES	CONF	253.96
P20-01920	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	SORIA	CONF	450.00
P20-01921	Reliable Floor Covering Co	FACILITIES	Prof Service / Transportation	1,744.00
P20-01922	ACSA/FEA	ED SERVICES	CONF	2,147.00
P20-01923	Channel Islands Roofing Inc	FACILITIES	Def Maint / Prof Service / Lemonwood ECDC Roof	33,126.00
P20-01924	City Of Oxnard	FACILITIES	City Fees / Transportation	1,021.57
P20-01925	Southwest Airlines	DRIFFILL	conf-instructional	617.92
P20-01926	Amazon Com	ENGLISH LEARNE	MATL-LCAP 1.37	33.39
P20-01927	Amazon Com	SORIA	Matls/Sup - Instructional	188.91
P20-01928	Southwest Airlines	DRIFFILL	CONF-instructional	320.96
P20-01929	CALIFORNIA LUTHERAN UNIVERSITY CA READING & LIT PROJECT	DLI	CONF	1,850.00
P20-01930	Apple Computer Inc	ED SERVICES	MATL/SER	487.04
P20-01931	Teachers Pay Teachers	FREMONT	Materials and Supplies Instructional	26.94
P20-01932	Placer County Office of Ed	RAMONA	travel/conf- PBIS conference regis oct 27-29	1,400.00
P20-01933	Teachers Pay Teachers	CURREN	matl/sup - instructional	70.99
P20-01934	ORIENTAL TRADING COMPANY	MARSHALL	CHAMPS STORE PBIS INCENTIVES LCFF	146.89
P20-01935	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	ED SERVICES	CONF	10,250.00
P20-01936	Ventura Co Office Of Education	ED SERVICES	CONF	75.00
P20-01937	Staples Direct	FREMONT	Materials and Supplies (instructional)	75.26
P20-01938	Teachers Discovery	HAYDOCK	MATL/SUPPLY-INSTRUCTION	95.46
P20-01939	Jersey Mike's-Victoria Ave	HAYDOCK	MATL/SUPPLY-Parent Participation	500.00

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ESCAPE ONLINE

Page 3 of 16

112

## Includes Purchase Orders dated 10/11/2019 - 12/05/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-01940	Panera Bread	HAYDOCK	MATL/SUPPLY-Parent Participation	500.00
P20-01941	Amazon Com	ENGLISH LEARNE	MATL-Title I (NGSS)	1,239.43
P20-01942	Office Depot Bus Ser Div	ENGLISH LEARNE	MATL/SUP -Title I (NGSS-Science)	4,000.00
P20-01943	PORTOLA HOTEL & SPA	RISK MGMT	Conference - N. Magana	808.73
P20-01944	ISSQUARED, Inc	IT	SERV	10,800.00
P20-01945	UNDERWOOD FAMILY FARMS LP	RITCHEN	SERV-Instructional	208.00
P20-01946	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,337.64
P20-01947	Amazon Com	CURREN	matl/sup - instructional	826.50
P20-01948	Home Depot Inc	FREMONT	Materials and Supplies	95.90
P20-01949	Amazon Com	FREMONT	Materials and Supplies Instructional	390.23
P20-01950	Office Depot Bus Ser Div	MCAULIFFE	MATL/SUPL-Instructional	102.25
P20-01951	SMART AND FINAL-C.I. BLVD	ENGLISH LEARNE	MATL/SUP -Title I (NGSS-Science)	500.00
P20-01952	CASBO	BUSINESS	CONF	2,430.00
P20-01953	FOLLETT SCHOOL SOLUTIONS, INC	ERC	Serv-Destiny Webinar	599.00
P20-01954	ORIENTAL TRADING COMPANY	MARINA	MATL/SUPL-Instructional	163.26
P20-01955	Teachers Pay Teachers	MARINA	MATL/SUPL-Instructional	500.00
P20-01956	SCRIPPS NATIONAL SPELLING BEE INC	MARINA	SERV/ENTRY FEE/Instructional	154.50
P20-01957	Chumash Indian Museum	MCAULIFFE	SERV-Instructional (Chumash 1/30/20)	368.00
P20-01958	Chumash Indian Museum	MCAULIFFE	SERV-Instructional (FT 1.31.20 Arevalo & Spencer)	352.00
P20-01959	Ventura Co Office Of Education	ASSESS ACCOUN	Serv	220.00
P20-01960	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	76.73
P20-01961	MUNCIE NOVELTY CO. INC. INDIAN A TICKET CO.	MCAULIFFE	MATL/SUPL-Instructional	183.90
P20-01962	Amazon Com	FREMONT	Materials and Supplies Instructional	1,225.55
P20-01963	Amazon Com	ASES	MATL/SUP	186.90
P20-01964	Amazon Com	FREMONT	Materials and Supplies Instructional	53.31
P20-01965	COSTCO WHOLESALE CORPORATION	CHAVEZ	MATERIALS AND SUPPLIES-PARENT MEETINGS	300.00
P20-01966	Parma	RISK MGMT	Conference - N. Magana	320.00
P20-01967	Ventura Co Office Of Education	IT	SERV	179,286.93
P20-01968	MIDAMERICA BOOKS	MARINA	BOOKS OTHER THAN TX/Instructional	199.12
P20-01969	CN School & Office Sol, Inc Cu Iver-Newlin	MCKINNA	BOND/EQUIP-MATL (F&E FURN/EQUIP - ADMIN OFFICE)	51,500.72
P20-01970	CN School & Office Sol, Inc Cu Iver-Newlin	MARSHALL	BOND/MATL-SUP (F&E-MUSIC/SCI RM STORAGE SHELIVING)	8,386.62
P20-01971	School Health Corporation	Pupil Srvs	MATL/SUP	297.93
P20-01972	Amazon Com	Pupil Srvs	MTLS/SUP	32.35
P20-01973	N2Y	FRANK	Serv - Instructional	129.00
P20-01974	HHC TRS PORTSMOUTH LLC RENAISS ANCE PALM SPRINGS HOTEL	BUSINESS	CONF	697.84
P20-01975	LABSOURCE, INC	WAREHOUSE	Stores Supplies	1,279.53
P20-01976	BSN Sports	WAREHOUSE	Stores Supplies	789.99
P20-01977	CDW G	IT	Software	274.08
P20-01978	Superior Sanitary Supplies	SAN MIGUEL	Materials & Supplies	468.71
P20-01980	Amazon Com	KAMALA	Materials & Supplies-Admin	128.22
P20-01981	Amazon Com	KAMALA	MATERIALS & SUPPLIES-INST	129.28

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 4 of 16

113

## Includes Purchase Orders dated 10/11/2019 - 12/05/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-01982	Jersey Mike's-Victoria Ave	MCAULIFFE	MATL/SUPL-Instructional	500.00
P20-01983	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	49.45
P20-01984	Office Depot Bus Ser Div	KAMALA	MATERIALS & SUPPLIES-ADMIN	196.47
P20-01985	J. JESUS GUZMAN ZAVALA PERFECT DESIGN	SORIA	Matl/Sup - Instructional	226.28
P20-01986	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	385.96
P20-01987	IDENT-A-KID OF AMERICA INC	RAMONA	comp supplies software-ident-a-kid	1,018.77
P20-01988	HEALTH 4 HIRE, INC	ERC	Textbooks	7,902.06
P20-01989	Severin Interm Holdings LLC Po wer Scholl Group LLC	ED SERVICES	SERV	6,180.00
P20-01990	School Tech Supply	SUPERINTENDEN	MATL/SUP for Switchboard and Admin Assitant	721.86
P20-01991	Varidesk, LLC	BUDGET	EQUIP	5,188.16
P20-01992	School Tech Supply	BUDGET	EQUIP	1,961.74
P20-01993	Veritiv Operating Company	GRAPHICS	Materials and Supplies	510.44
P20-01994	California Electric Company	FACILITIES	Prof Service / Transportation	3,380.00
P20-01995	Office Depot Bus Ser Div	ASSESS ACCOUN	matl/sup	643.87
P20-01996	School Tech Supply	Pupil Srvs	COMPUTER Equip.	1,461.05
P20-01997	CASBO	BUDGET	TRAV/CONF	305.00
P20-01998	SCRIPPS NATIONAL SPELLING BEE INC	ROSE	PROFESSIONAL CONS. SVCS. - INSTRUCTIONAL	154.50
P20-01999	Amazon Com	RITCHEN	MATL/SUP-Instructional (Ludy)	98.42
P20-02000	School Specialty Inc	Special Ed	MATL/SUPP-OT	21.19
P20-02001	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	34.43
P20-02002	SCHOLASTIC INC	CURREN	matl/sup - instructional	95.24
P20-02003	SCHOLASTIC INC	CURREN	matl/sup - instructional	88.97
P20-02004	Lakeshore Learning Materials	RITCHEN	MATL/SUP-Instructional (Ludy)	84.89
P20-02005	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	2,810.82
P20-02006	PRANCERS VILLAGE	ELM	ENTRANCE FEES PRANCERS VILLAGE	255.00
P20-02007	ESGI	KAMALA	SFTWR/APPS-Inst	264.00
P20-02008	J. JESUS GUZMAN ZAVALA PERFECT DESIGN	CNS	supplies	263.99
P20-02009	Positive Promotions	ELM	Matl/Sup - Instructional	668.79
P20-02010	Brookes Publishing Company	EARLY CHILDHOC	Mat/Sup - Instruction	953.68
P20-02011	VORT CORPORATION	EARLY CHILDHOC	Mat/Sup - Instruction	147.62
P20-02012	VEX Robotics, Inc	FRANK	Matl /Supplies - Instructional	142.13
P20-02013	Lakeshore Learning Materials	EARLY CHILDHOC	Mat/Sup - Instruction	182.04
P20-02014	PESTICIDE APPLICATORS PROFESSI ONAL ASSOCIATION	FACILITIES	Conference	600.00
P20-02015	Dell Direct Sales Lp	RAMONA	computer supplies-screens	553.92
P20-02016	WADE J. CHERNICK	BUSINESS	SERV-attorney fees	2,000.00
P20-02017	Cooperative Strategies	BUSINESS	SERV	133.93
P20-02018	Fence Factory	FACILITIES	Repairs	10,000.00
P20-02019	Walmart	CNS	supplies	250.00
P20-02020	RESTORATIVE JUSTICE RESOURCE C ENTER	Pupil Srvs	T2/SERV	12,000.00
P20-02021	Focus On The Masters	SIERRA LINDA	LCFF/SERV	4,500.00
P20-02022	PRISMATIC MAGIC LLC	MARSHALL	S/C GRANT/SERV	799.00
P20-02023	Ventura Co Office Of Education	EARLY CHILDHOC	SERV	15,525.00
P20-02024	Assistance League School	Special Ed	SERV (AF040315)	12,650.00

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ESCAPE ONLINE

Page 5 of 16

114

## Includes Purchase Orders dated 10/11/2019 - 12/05/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-02025	Assistance League School	Special Ed	SERV (MF091515)	12,650.00
P20-02026	Casa Pacifica	Special Ed	SERV (EM111207)	96,166.75
P20-02027	Casa Pacifica	Special Ed	SERV (AE021507)	89,325.00
P20-02028	Casa Pacifica	Special Ed	SERV (AS051306)	101,902.50
P20-02029	Casa Pacifica	Special Ed	SERV (GDB040408)	54,448.25
P20-02030	PROVIDENCE SAINT JOHN'S HEALTH CENTER	HR	Conference - SLPAs	975.00
P20-02031	LEARNING ALLY INC	Special Ed	Learning Ally Annual plan - unlimited audiobook	145.46
P20-02032	Raymond Geddes And Co Inc	MARINA	MATL/SUPL-Instructional	123.77
P20-02033	Harbor Freight Tools	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	93.49
P20-02034	School Tech Supply	HR	Supplies	409.44
P20-02035	Toppers Pizza Place	MARINA	MATL/SUPL-Admin	200.00
P20-02036	CASBO	PURCHASING	CONF	305.00
P20-02037	Amazon Com	SAN MIGUEL	Materials & Supplies	150.98
P20-02038	Amazon Com	SAN MIGUEL	Materials & Supplies	97.87
P20-02039	Jesus Sanchez dba The Sandwich Man	HAYDOCK	MATL/SUPPLY-Parent Participation	500.00
P20-02040	Amazon Com	SAN MIGUEL	Materials & Supplies	169.42
P20-02041	Amazon Com	RISK MGMT	Ergonomic Supplies	65.45
P20-02042	Taco Inn Family Restaurant	MARINA	MATL/SUPL-Admin	200.00
P20-02043	EL POLLO NORTEÑO INC	MARINA	MATL/SUPL-Admin	200.00
P20-02044	Casa Pacifica	Special Ed	SERV (JR062907)	47,400.00
P20-02045	PEGEEN CRONIN CRONIN ASSESSMENT	Special Ed	SERV	30,000.00
P20-02046	BSN Sports	WAREHOUSE	Stores Supplies	191.80
P20-02047	Southwest Airlines	HR	Conf-	872.80
P20-02048	DoubleTree by Hilton Golf Resort Palm Spings	BUSINESS	CONF	687.75
P20-02049	Office Depot Bus Ser Div	Pupil Svcs	MTL/SUP	11.84
P20-02050	Lakeshore Learning Materials	RITCHEN	Mat/Sup - Instruction	1,707.17
P20-02051	Lakeshore Learning Materials	RITCHEN	Mat/Sup - Instruction	1,001.11
P20-02052	The Product Connection	IT	MATL/SUP (LCAP 1:40)	28,674.00
P20-02053	EMPIRE CLEANING SUPPLY	WAREHOUSE	Stores Supplies	8,284.63
P20-02054	Amazon Com	FRANK	Matl /Sup - Instructional	1,204.45
P20-02055	WAYNE STEVENS IT'S IN THE SAUCE BBQ	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,000.00
P20-02056	FIRST AND STEWART HOTEL OWNERS THOMPSON SEATTLE HOTEL	HR	Conf-	1,680.98
P20-02057	VenTerra Environmental Inc	FACILITIES	SERV/MAINT (ASBESTOS ABATEMENT-TRN)	9,958.00
P20-02058	CETPA ANNUAL CONFERENCE	IT	CONF/TRAVEL	400.00
P20-02059	Reliable Floor Covering Co	FACILITIES	SERV/MAINT (FLOORING @ TRANSPORTATION)	7,880.00
P20-02060	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,199.21
P20-02061	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	4,451.32
P20-02062	Super Duper Inc	Special Ed	MAT/SUPL	328.64
P20-02063	MHS Inc	Special Ed	MAT/SUPL	509.70
P20-02064	Amazon Com	Special Ed	MATL/SUP (Ladd)	200.51

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ESCAPE ONLINE

Page 6 of 16

115

## Includes Purchase Orders dated 10/11/2019 - 12/05/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-02065	Social Thinking	Special Ed	BKS (Hermesh)	104.27
P20-02066	Amazon Com	Special Ed	MATL/SUP (Hermesh)	221.34
P20-02067	DAVID ATKIN CONSTRUCTION INC	FACILITIES	SERV/MAINT (MINOR ALTERATIONS @ TRANSPORTATION)	13,857.00
P20-02068	SANTA BARBARA MUSEUM OF NATURAL HISTORY	KAMALA	SERV-INSTRUCTIONAL	100.00
P20-02069	Teachers Pay Teachers	Special Ed	BKS (Hermesh)	96.28
P20-02070	OXNARD COLLEGE	HR	Recruit-	35.00
P20-02071	ESGI	KAMALA	SFTWR/APPS-Inst	264.00
P20-02072	MANSON WESTERN LLC WESTERN PSYCHOLOGICAL SERVICES	Special Ed	MAT/SUPL	2,627.56
P20-02073	CDW G	HARRINGTON	COMPUTER EQUIPMENT ADMIN	2,531.91
P20-02074	MANSON WESTERN LLC WESTERN PSYCHOLOGICAL SERVICES	Special Ed	SERV	1,143.00
P20-02075	MANSON WESTERN LLC WESTERN PSYCHOLOGICAL SERVICES	Special Ed	MAT/SUPL	2,052.38
P20-02076	Pearson	Special Ed	MAT/SUPL	1,924.42
P20-02077	Amazon Com	Pupil Svcs	MATL/SUP	76.87
P20-02078	Amazon Com	HR	Supp-	172.35
P20-02079	SMART AND FINAL-C.I. BLVD	WAREHOUSE	Stores Supplies	292.22
P20-02080	Monster Technology LLC	SIERRA LINDA	MATL/SUPP (Toner)	1,905.02
P20-02081	Jones School Supply Co Inc	SIERRA LINDA	MATL/SUPP (CASSP/CHAMPS Incentives)	498.81
P20-02082	SCHOLASTIC INC	SIERRA LINDA	MATL/SUPP (S. Anderson)	151.80
P20-02083	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP (M. Heaton)	163.67
P20-02084	SMART AND FINAL-C.I. BLVD	ROSE	MATERIALS & SUPPLIES - PARENT PARTICIPATION -	391.23
P20-02085	Ashton Awards Inc Aswell Trophy	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	328.37
P20-02086	Lakeshore Learning Materials	SAN MIGUEL	Materials & Supplies	455.35
P20-02087	Calif Dept Of Educ	EARLY CHILDHOOD	Mat/Sup - Instruction	814.24
P20-02088	SMART AND FINAL-C.I. BLVD	DRIFFILL	MATL/SUPP-parent participation	538.75
P20-02089	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,051.21
P20-02090	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,679.07
P20-02091	Affordable Tables And Chairs	ROSE	RENTAL - INSTRUCTIONAL	95.00
P20-02092	Aurelio Gonzalez Famous Taco Bar Catering	MARINA	MATL/SUPL-Admin	643.50
P20-02093	Mostafa Gharebaghi 5 Points Storage	WAREHOUSE	Service	100.00
P20-02094	Aurelio Gonzalez Famous Taco Bar Catering	DRIFFILL	MATL/SUPP-instructional	429.00
P20-02095	P And R Paper Supply Co	CNS	supplies	1,945.00
P20-02096	Amazon Com	FRANK	Mat/Supplies - Instructional	676.39
P20-02097	Amazon Com	SAN MIGUEL	Materials & Supplies	85.79
P20-02098	Petesehria, LLC PizzaMan Dan's	CURRENT	matl/sup - instructional	1,077.50
P20-02099	Office Depot Bus Ser Div	SIERRA LINDA	MATL/SUPP (I. Colton)	182.58
P20-02100	Amazon Com	FACILITIES	Materials and Supplies	59.89
P20-02101	Uline	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	819.97

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ESCAPE ONLINE

Page 7 of 16

116

## Includes Purchase Orders dated 10/11/2019 - 12/05/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-02102	Amazon Com	FACILITIES	Materials and Supplies	180.75
P20-02103	Amazon Com	FACILITIES	Materials and Supplies	71.01
P20-02104	Costco Wholesale	DRIFFILL	MATL/SUPP-instructional	646.50
P20-02105	COUNTY OF VENTURA OFFICE OF DI STRICT ATTORNEY	Pupil Srvs	SERV	11,499.97
P20-02106	Amazon Com	CNS	supplies	53.90
P20-02107	HOME COUNTY PIZZA INC DOMINO'S PIZZA	MCKINNA	matl/sup-instructional	300.00
P20-02108	WIDMORE MANAGEMENT LLC EL POLL O LOCO	KAMALA	Mat & Supplies-Instructional	577.50
P20-02109	Sinclair Sanitary Supply Inc	WAREHOUSE	STORES	197.12
P20-02110	School Serv Of Calif Inc	BUSINESS	CONF	250.00
P20-02111	Office Depot Bus Ser Div	KAMALA	MATERIALS & SUPPLIES-INSTR	80.38
P20-02112	ADVANCED CLASSROOM TECHNOLOGIE S, INC	MCKINNA	BOND/EQUIP (F&E - TV'S)	158,286.91
P20-02113	Office Depot Bus Ser Div	DRIFFILL	MATL/SUPP-instructional	877.54
P20-02114	KURT WILLIAM MASSEY DYNAMIC MO UNTING LLC	MCKINNA	BOND/MATL-SUP (F&E - TV MOUNTS)	31,877.84
P20-02115	Smart And Final Iris Co-N. Ox. Blvd	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVES	100.00
P20-02116	Apple Computer Inc	MCKINNA	BOND/MATL-SUP (F&E - APPLE TV)	5,779.71
P20-02117	Vocabulary Spelling City	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	135.00
P20-02118	Jones School Supply Co Inc	ENGLISH LEARNE	MATL/SUPP (Title III-Undefined)	860.63
P20-02119	Demco Inc	FREMONT	Materials and Supplies Instructional	390.90
P20-02120	Amazon Com	HAYDOCK	MATERIAL/SUPPLY-INSTRUCTION	969.10
P20-02121	CASBO VTA/SB SUBSECTION	Special Ed	TRAVL/CONF (DHH)	30.00
P20-02122	Oxnard Performing Arts Center	Special Ed	RENTAL	889.00
P20-02123	Amazon Com	ASSESS ACCOUN	Books - Instructional	100.50
P20-02124	Perma Bound Books	SORIA	BKS - Instructional	843.24
P20-02125	Greenfield Learning Inc	RAMONA	Online subs-3yr lexia renewal	8,500.00
P20-02126	CALIFORNIA LUTHERAN UNIVERSITY CA READING & LIT PROJECT	ASSESS ACCOUN	Serv - Reading Specialist PD - LCAP 1.30	2,625.00
P20-02127	MobyMax, LLC	HAYDOCK	LICENSE/INSTRUCTION	2,744.50
P20-02128	IXL LEARNING, INC	SORIA	SERV - Instructional	11,048.00
P20-02129	Perma Bound Books	SORIA	BKS - Instructional	2,020.53
P20-02130	Uline	WAREHOUSE	Stores Supplies	976.38
P20-02131	CSPCA	PERSONNEL	membership	1,100.00
P20-02132	CONSTRUCTION TESTING & ENG	FACILITIES	BOND/BLDG/PRECON GEOTECH SVCS/LEM ECDC	11,320.00
P20-02133	COSTCO WHOLESALE CORPORATION	HARRINGTON	MATERIALS & SUPPLIES ADMINISTRATION	500.00
P20-02134	SMART AND FINAL-C.I. BLVD	KAMALA	Materials & Supplies-	215.50
P20-02135	Ventura Co Office Of Education	Special Ed	SERV (HEARING CONSERVATION SVCS)	75,000.00
P20-02136	Office Depot Bus Ser Div	ERC	Supplies	1,262.13
P20-02137	METRO OFFICE SYSTEMS INC	Special Ed	MATLS	4,475.74
P20-02138	COSTCO WHOLESALE CORPORATION	LEMONWOOD	MAT/SUPPLIES (ADMIN)	500.00
P20-02139	School Tech Supply	MCKINNA	BOND/EQUIP-MATL/SUP (F&E)	231,331.16
P20-02140	School Tech Supply	LEMONWOOD	BOND/EQUIP-MATL-SUP (F&E - ECDC)	50,153.55

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ESCAPE ONLINE

Page 8 of 16

117

## Includes Purchase Orders dated 10/11/2019 - 12/05/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-02141	KURT WILLIAM MASSEY DYNAMIC MO UNTING LLC	LEMONWOOD	BOND/MATL-SUP (F&E (ECDC) - TV MOUNTS)	3,943.65
P20-02142	Apple Computer Inc	LEMONWOOD	BOND/MATL-SUP (F&E (ECDC) - APPLE TV)	963.29
P20-02143	Dell Direct Sales Lp	Special Ed	MATLS	232.24
P20-02144	Dell Direct Sales Lp	Special Ed	COMP SUPP-Psych	614.12
P20-02145	Demco Inc	BREKKE	MAT/SUP-INSTRUCTIONAL	31.07
P20-02146	Children's Museum of Santa Barbara, MOXI	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	480.00
P20-02147	School Tech Supply	FREMONT	Materials and Supplies Educational	892.69
P20-02148	ESGI	MARSHALL	ESGI 12 MONTH LICENSE - INTERVENTION LCFF 0791	700.00
P20-02149	Printech	RAMONA	Matl Supplies-Duplo ink	837.15
P20-02150	ORIENTAL TRADING COMPANY	ELM	MATL/SUPP-INSTRUC	362.71
P20-02151	TRI-COUNTY RESTAURANT SUPPLY S TEVENSON'S RESTAURANT SUPPLY	CNS	supplies	250.00
P20-02152	SCHOOL SERVICES OF CALIFORNIA, INC.	BUSINESS	CONF	250.00
P20-02153	Office Depot Bus Ser Div	MARSHALL	MATL/SUP-INSTRUCTION	322.22
P20-02154	Amazon Com	FACILITIES	Materials and Supplies	55.48
P20-02155	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	32.30
P20-02156	Amazon Com	FACILITIES	Materials and Supplies	27.75
P20-02157	AMERICAN EXPRESS	PURCHASING	FEE	15.00
P20-02158	Office Depot Bus Ser Div	FREMONT	Materials and Supplies (instructional)	204.46
P20-02159	Ventura Co Office Of Education	RISK MGMT	Conference - N. Magana	35.00
P20-02160	The Law Offices of Laurie Sera fino	BUSINESS	SERV-attorney fees	38,000.00
P20-02161	INOCENTE GARCIA	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	350.00
P20-02162	ESGI	SIERRA LINDA	SOFTWARE/LIC-APPL (TK/K/1/RSP)	2,024.00
P20-02163	Flocabulary, Inc	FRANK	Serv - Instructional	1,250.00
P20-02164	Petroleum Telcom Inc DBA Telecom	RITCHEN	REPAIR-INSTRUCTIONAL	162.82
P20-02165	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP (A. Garcia)	375.78
P20-02166	Houghton Mifflin Harcourt	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	1,700.72
P20-02167	Great American Opportunities In EZFund.com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	369.74
P20-02168	BSN Sports	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTIONS	249.98
P20-02169	Petroleum Telcom Inc DBA Telecom	RISK MGMT	Materials/Supplies	529.88
P20-02170	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	260.63
P20-02171	Amazon Com	FACILITIES	Materials and Supplies	1,871.83
P20-02172	Document Tracking Services Llc	ASSESS ACCOUNT	Prof Serv	5,749.55
P20-02173	Div Of The State Architect	FACILITIES	DSA Fees / Kamala	500.00
P20-02174	TIME WARNER CABLE, INC SPECTRU M	BUSINESS	CONST	5,411.00
P20-02175	Vista Ford Of Oxnard	FACILITIES	Vehicle Equipt	32,315.26
P20-02176	Dial Security	FACILITIES	SERV (DISTRICT WIDE ALARM MONITOR/MAINT)	119,326.53

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ESCAPE ONLINE

Page 9 of 16

118

## Includes Purchase Orders dated 10/11/2019 - 12/05/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-02177	Royal Buying Group Royal Performance Group	Pupil Svcs	MATL/SUP	1,263.50
P20-02178	Shaw Hr Consulting	HR	Consulting	705.00
P20-02179	Ventura Co Office Of Education	HR	Serv	200.00
P20-02180	Ventura Co Office Of Education	HR	Serv	200.00
P20-02181	Amazon Com	SORIA	Matls/Sup - Instructional	61.68
P20-02182	Amazon Com	BREKKE	MAT/SUP-INSTRUCTIONAL SPED	114.73
P20-02183	Zangle Nat'l User Group	RITCHEN	CONF-ADMIN	430.00
P20-02184	Caldwell Flores Winters, Inc	SUPERINTENDEN	SERV	135,000.00
P20-02185	NATIONAL SEATING & MOBILITY IN C	Special Ed	Matl's	3,199.00
P20-02186	Shaw Hr Consulting	HR	Consulting	1,230.00
P20-02187	Amazon Com	ELM	MATI/SUPP- INSTRUCTIONAL	1,794.65
P20-02188	Amazon Com	ASES	MATL/SUP	27.99
P20-02189	Amazon Com	ED SERVICES	BKS	765.13
P20-02190	Curriculum Associates Inc	MARSHALL	BKS-Instruction	307.30
P20-02191	J. JESUS GUZMAN ZAVALA PERFECT DESIGN	SORIA	Matl/Sup - Instructional	184.25
P20-02192	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	639.27
P20-02193	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	CHAVEZ	SERVICES-REG FEES	900.00
P20-02194	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	151.77
P20-02195	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	160.49
P20-02196	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	75.00
P20-02197	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVES	161.57
P20-02198	Amazon Com	BREKKE	Materials and Supplies-Instructional	159.04
P20-02199	Varsity Spirit Fashions	SORIA	Matl/Sup - Instructional	549.47
P20-02200	Amazon Com	RITCHEN	MATL/SUP-instructional	56.58
P20-02201	Amazon Com	RAMONA	Matl/supplies- cuisinare rods (3rd garde)	417.84
P20-02202	Ventura Co Office Of Education	HARRINGTON	TRAVEL & CONFERENCE INSTRUCTION	300.00
P20-02203	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	SORIA	SERV	3,000.00
P20-02204	Garcia Hernandez Sawhney, LL P	BUSINESS	SERV	800,000.00
P20-02205	CN School & Office Sol, Inc Cui Iver-Newlin	LEMONWOOD	MAT/SUPPLIES (ADMIN STORAGE)	3,853.79
P20-02206	Veritiv Operating Company	GRAPHICS	Materials and Supplies	1,592.28
P20-02207	Amazon Com	FREMONT	Materials and Supplies Instructional	173.47
P20-02208	Food Safety Systems	CNS	consulting	3,500.00
P20-02209	Amazon Com	RAMONA	Matl/supplies-walkie-talkie supplies	222.31
P20-02210	Ventura Co Office Of Education	Special Ed	CONF(P.CWIKLO)	25.00
P20-02211	Ventura Co Office Of Education	ASSESS ACCOUN	Trav/Conf- VCOE, technology services	50.00
P20-02212	Ventura Co Office Of Education	TRANSPORTATIO	CONFERENCE	480.00
P20-02213	Costco Wholesale	SORIA	Matls/Sup - Admin	200.00
P20-02214	IXL LEARNING, INC	HARRINGTON	ONLINE SUBSCRIPTIONS INSTRUCTION	6,000.00

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ESCAPE ONLINE

Page 10 of 16

119

## Includes Purchase Orders dated 10/11/2019 - 12/05/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-02215	CETPA ANNUAL CONFERENCE	IT	TRAVEL/CONF	40.00
P20-02216	Acorn Paper Products Co	WAREHOUSE	Moving Supplies - McKinna	1,348.98
P20-02217	Amazon Com	FACILITIES	Materials and Supplies	27.78
P20-02218	CASBO	BUSINESS	CONF	55.00
P20-02219	ACSA/FEA	RISK MGMT	ACSA Membership Edwards & Minott Mitchell	1,630.08
P20-02220	Cooperative Strategies	BUSINESS	SERV	7,500.00
P20-02221	Amazon Com	SAN MIGUEL	Materials & Supplies	1,025.76
P20-02222	Willdan Financial Services	BUSINESS	SERV	3,000.00
P20-02223	Nick Rail Music	MARSHALL	STATE LOTTERY/MARSHALL MUSIC EQUIP	429.92
P20-02224	The Math Learning Center	ERC	Textbooks	126.37
P20-02225	OXNARD PERFORMING ARTS CENTER CORP	Special Ed	RENTAL	45.00
P20-02226	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	100.00
P20-02227	US School Supply Inc	ELM	MATL/SUPP-INSTRUC	56.17
P20-02228	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(SLPA-C.GARCIA)	109,800.00
P20-02229	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(SLPA-P.QUINONES)	109,800.00
P20-02230	M & B ENTERPRISE, LLC FRAME IT EASY	ASES	MATL/SUP	960.33
P20-02231	Seon Design (USA) Corp	TRANSPORTATIO	Products & Services	1,089.33
P20-02232	ORIENTAL TRADING COMPANY	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	362.11
P20-02233	Living Justice Press	Pupil Srvs	Books-LCAP 2.3	1,563.50
P20-02234	World Wide Imaging Supplies	SORIA	Mats/Sup - Instructional	975.14
P20-02235	Amazon Com	SAN MIGUEL	Materials & Supplies	57.80
P20-02236	Ventura Co Office Of Education	SAN MIGUEL	Conference	20.00
P20-02237	Kantola Productions Llc	HR	Supplies	546.67
P20-02238	Amazon Com	MARINA	MATL/SUPL-Instructional	98.70
P20-02239	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	282.73
P20-02240	Ventura Co Office Of Education	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	32.00
P20-02241	AMERICAN PIZZA OXNARD	MARINA	MATL/SUPL-Instruction	183.60
P20-02242	Office Depot Bus Ser Div	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,035.43
P20-02243	Office Depot Bus Ser Div	ERC	Supplies	239.14
P20-02244	Lakeshore Learning Materials	EARLY CHILDHOO	Mat/Sup - Instruction	2,611.70
P20-02245	Amazon Com	EARLY CHILDHOO	Mat/Sup - Instruction	52.86
P20-02246	Ventura Co Office Of Education	Pupil Srvs	SERV	84,000.00
P20-02247	US School Supply Inc	HARRINGTON	Materials Instruction- Supplies	247.14
P20-02248	Bilinguistics, Inc	Special Ed	BOOKS (SLP)	365.92
P20-02249	Super Duper Inc	Special Ed	MATL/SUP (L.Cornish)	425.85
P20-02250	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP Bouvet)	200.00
P20-02251	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP (Pichardo)	193.91
P20-02252	DOMINO EVENTS	ASSESS ACCOUN	Conf - Accountability	500.00
P20-02253	Amazon Com	FACILITIES	Materials and Supplies	173.18
P20-02254	Amazon Com	Special Ed	MATL/SUP	21.09
P20-02255	Amazon Com	SORIA	Mats/Sup - Instructional	61.64
P20-02256	Amazon Com	SIERRA LINDA	MATL/SUPP (Newman)	199.39
P20-02257	Amazon Com	Special Ed	Mat's	53.86

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ESCAPE ONLINE

Page 11 of 16

120

## Includes Purchase Orders dated 10/11/2019 - 12/05/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-02258	WestEd	ED SERVICES	BKS	459.93
P20-02259	Amazon Com	SORIA	Matls/Sup - Instructional	228.95
P20-02260	Ventura Co Office Of Education	Special Ed	TRAVL/CONF	240.00
P20-02261	ELIZABETH JIMENEZ dba/GEMAS CO NSULTING	ENGLISH LEARNE	SERV	1,540.00
P20-02262	Office Depot Bus Ser Div	Special Ed	MATL/SUP	3,000.00
P20-02263	Apple Computer Inc	ED SERVICES	MATL/SER	148.70
P20-02264	RICHARD C GRIFFITH TODAY'S CLA SSROOM LLC	Special Ed	Matl's	188.76
P20-02265	Amazon Com	DLI	BKS	496.82
P20-02266	Amazon Com	Special Ed	MATL'S	70.03
P20-02267	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	400.00
P20-02268	Home Depot Inc	RISK MGMT	Supplies	96.01
P20-02269	Carl Aspuria	LEMONWOOD	SERVICES (Instuational)	250.00
P20-02270	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	438.50
P20-02271	Amazon Com	RISK MGMT	Ergonomic Supplies Oct/Nov	183.75
P20-02272	Ventura Co Office Of Education	HR	Serv	200.00
P20-02273	COMPUWAVE	RITCHEN	MATL/SUP-Instructional	530.13
P20-02274	NAVITABS	HR	Suplies	186.95
P20-02275	DOMINO EVENTS	BUDGET	Conf - ConApp	225.00
P20-02276	Amazon Com	BREKKE	MAT/SUP-RSP	32.29
P20-02277	NATIONAL COUNCIL OF TEACHERS O F MATHEMATICS	ENGLISH LEARNE	Memb- LPSBG	89.00
P20-02278	CALIFORNIA STATE UNIVERSITY SA N BERNARDINO	Pupil Srvs	SERV	1,800.00
P20-02279	Super Teacher dba Modern Chalk board	BREKKE	SOFTWARE (Jodi McAulay)	24.95
P20-02280	Really Good Stuff	BREKKE	MAT/SUP-RSP	66.90
P20-02281	Jordanos Inc	CNS	supplies	1,406.14
P20-02282	School Specialty Inc	BREKKE	MAT/SUP-RSP	88.43
P20-02283	Amazon Com	BREKKE	MAT/SUP-RSP	195.66
P20-02284	Summit Safety LLC Summit Sign & Safety	RISK MGMT	Safety Materials and Supplies	4,686.17
P20-02285	MobyMax, LLC	ELM	Online Subscription - Instructional	2,495.00
P20-02286	School Tech Supply	Special Ed	COMP EQUIP	257.42
P20-02287	INFINITY REMODELING INC 2B-MOB ILE	Special Ed	Equip	7,865.43
P20-02288	Apperson Education Products	PERSONNEL	maint agreement	229.00
P20-02289	SWING EDUCATION INC.	HR	Serv-	25,000.00
P20-02290	SWRCB/SW Fees	FACILITIES	Fees / McKinna	820.00
P20-02291	National Auto Body and Paint	TRANSPORTATIO	REPAIRS	9,015.72
P20-02292	Lakeshore Learning Materials	FRANK	Matl / Sup - Instructional	189.73
P20-02293	CASBO	FACILITIES	Conference	165.00
P20-02294	Uline	WAREHOUSE	Stores Supplies	358.81
P20-02295	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,021.62
P20-02296	ADVANCED CLASSROOM TECHNOLOGIE S, INC	WAREHOUSE	Stores Supplies	1,116.73
P20-02297	Batteries Plus- Camarillo	WAREHOUSE	Stores Supplies	370.66

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 12 of 16

121

## Includes Purchase Orders dated 10/11/2019 - 12/05/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-02298	Southwest Plastic Binding Co S outhwest Binding & Laminating	WAREHOUSE	Stores Supplies	1,151.22
P20-02299	Extreme Clean	WAREHOUSE	Stores Supplies	6,788.25
P20-02300	House Sanitary Supply Co	WAREHOUSE	Stores Supplies	5,762.70
P20-02301	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	84.05
P20-02302	School Health Corporation	WAREHOUSE	Stores Supplies	1,533.50
P20-02303	Veritiv Operating Company	WAREHOUSE	Stores Supplies	8,816.90
P20-02304	Pro Ed	Special Ed	MATL/SUP (A.Newton)	49.46
P20-02305	Amazon Com	Special Ed	MATL/SUP (A.Newton)	318.42
P20-02306	Embassy Suites San Diego Bay	ASSESS ACCOUN	Conf - approval	584.96
P20-02307	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	DLI	SERV	62,050.00
P20-02308	Amazon Com	BREKKE	MAT/SUP-RSP	97.61
P20-02309	Amazon Com	BREKKE	MAT/SUP-RSP	79.70
P20-02310	Really Good Stuff	BREKKE	MAT/SUP-RSP	33.52
P20-02311	Salt Software, LLC	Special Ed	SOFTWARE (K.Ladd)	218.11
P20-02312	FOOTWORKS YOUTH BALLETT INC	CHAVEZ	ENTRANCE FEE-INSTRUCTIONAL	112.00
P20-02313	School Serv Of Calif Inc	BUSINESS	CONF	235.00
P20-02314	Miguel Mijares M & M Sports	ED SERVICES	MATL/SUPL	4,148.38
P20-02315	Aswell Trophy And Engraving	DLI	MATL/SUP	1,540.83
P20-02316	Lakeshore Learning Materials-V	MARSHALL	MAT/SUPL	400.00
P20-02317	Oriental Trading Co Inc	LEMONWOOD	MAT/SUPPLIES (Instructional)	324.29
P20-02318	Smart And Final Iris Co	LEMONWOOD	MAT/SUPPLIES (Instructional)	500.00
P20-02319	CelFix	IT	REPAIRS(1:1 iPads) LCAP 1:40	14,462.10
P20-02320	CelFix	IT	REPAIRS(1:1 iPads) LCAP 1:40	22,598.40
P20-02321	Demco Inc	RAMONA	materials and supplies-library supplies for books	799.11
P20-02322	Brainpop Com LLC	CURREN	serv- instructional	2,550.00
P20-02323	CDW G	IT	SOFTWARE	14,638.08
P20-02324	KEY2ED, INC.	MARINA	MATL/SUPL-Instructional	42.39
P20-02325	Shaw Hr Consulting	HR	Consulting	2,961.62
P20-02326	EBCO Inc dba LockdownMagnet.co m	MARINA	MATL/SUP-Instructional	70.04
P20-02327	Shaw Hr Consulting	HR	Consulting	1,000.00
P20-02328	Amazon Com	MCKINNA	matl/sup-instructional	42.32
P20-02329	LUIS GUILLEN - OXNARD STEEL OR NAMENTAL & TOOL SUPPLY	FACILITIES	Misc Materials and Supplies	3,000.00
P20-02330	GLOBAL VAULT SOLUTIONS LLC INT ERNATIONAL VAULT	FACILITIES	Materials and Supplies / Lemonwood	2,250.90
P20-02331	MORNING STAR WORK & SAFETY MOR NING STAR SAFETY	FACILITIES	Materials and Supplies	1,000.00
P20-02332	Perma Bound Books	SORIA	BKS - Instructional	191.04
P20-02333	Perma Bound Books	SORIA	BKS - Instructional	413.76
P20-02334	FOOTWORKS YOUTH BALLETT INC	SIERRA LINDA	Field Trip (2nd grade)	100.00
P20-02335	ACSA/FEA	RISK MGMT	2019-2020 ACSA Membership Dues: Gabriela Torres	698.02
P20-02336	Varidesk, LLC	BUDGET	EQUIP	722.46
P20-02337	School Tech Supply	BUDGET	MATL/SUP	57.06
P20-02338	Amazon Com	HARRINGTON	MATL/SUP-Instruction	173.05

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ESCAPE ONLINE

Page 13 of 16

122

## Includes Purchase Orders dated 10/11/2019 - 12/05/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-02339	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	600.00
P20-02340	Amazon Com	DRIFFILL	MATL/SUPP-INSTRUCTIONAL	394.11
P20-02341	Amazon Com	SORIA	Mats/Sup - Instructional	43.62
P20-02342	Amazon Com	FRANK	Matl-Sup - Instructional	707.58
P20-02343	Raymond Geddes And Co Inc	SORIA	Mats/Sup - instructional	1,043.52
P20-02344	Perma Bound Books	RAMONA	books other than text books-library	1,967.00
P20-02345	Amazon Com	RITCHEN	MATL/SUP-Instructional	191.80
P20-02346	FOOTWORKS YOUTH BALLET INC	ELM	ENTRANCE FEES	153.50
P20-02347	Carolina Biological Supply	LEMONWOOD	MAT/SUPPLIES (Instrctrional)	347.36
P20-02348	CABE	SORIA	CONF - Parent	680.00
P20-02349	Shaw Hr Consulting	HR	Consulting	555.00
P20-02350	SMART AND FINAL-C.I. BLVD	CURREN	matl/sup - instructional	500.00
P20-02351	CCI Office Technologies	GRAPHICS	Materials and Supplies	1,208.49
P20-02352	Amazon Com	ELM	MATL/SUPP-INSTRUC	139.33
P20-02353	CalSPRA Treasurer c/o Matthew Jennings	SUPERINTENDEN	Membership	150.00
P20-02354	Office Depot Bus Ser Div	FREMONT	Materials and Supplies (instructional)	122.72
P20-02355	Home County Pizza Inc Domino's Pizza	ASES	MTRL/SUPL	200.00
P20-02356	Amazon Com	FREMONT	Materials and Supplies Instructional	817.11
P20-02357	Amazon Com	SORIA	Mats/Sup - Instructional	117.61
P20-02358	Amazon Com	ASES	MATL/SUP	168.29
P20-02359	Azimi Corp dba American Food C o	MARSHALL	Popsicles - LCFF Goal 2 Strategy 2	167.78
P20-02360	Amazon Com	CURREN	matl/sup - instructional	150.62
P20-02361	Heinemann	KAMALA	Materials & Supplies-Instr	957.31
P20-02362	123 OFFICE SOLUTION INC	WAREHOUSE	Stores Supplies	22,437.43
P20-02363	The Math Learning Center	ERC	Textbooks	831.94
P20-02364	PPG ARCHITECT COATINGS, LLC	WAREHOUSE	STORES	221.10
P20-02365	Superior Sanitary Supplies	WAREHOUSE	STORES	238.67
P20-02366	Jordanos Inc	CNS	supplies-044	439.73
P20-02367	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	7,735.16
P20-02368	CABE	ENGLISH LEARNE	Conf/LCFF-Parent Ed- LCAP 3.07	3,950.00
P20-02369	CABE	ENGLISH LEARNE	Conf/LCFF- LCAP 1.2	3,260.00
P20-02370	INSTITUTE FOR EDUCATIONAL LEAD ERSHIP INC	SUPERINTENDEN	T1/SERV	17,000.00
P20-02371	SCHOLASTIC-TEACHER STORE	FRANK	BKS - Instructional	157.61
P20-02372	CDW G	ED SERVICES	SERV	151.26
P20-02373	Hilton San Francisco-O'Farrell	ENGLISH LEARNE	Conf/LCFF-Parent Ed -LCAP 3.07	10,666.80
P20-02374	Hilton San Francisco-O'Farrell	ENGLISH LEARNE	Conf/LCFF- LCAP 1.2	6,400.08
P20-02375	Hilton San Francisco-O'Farrell	ENGLISH LEARNE	Conf/LCFF-Staff Dev- LCAP 1.2	10,666.80
P20-02376	Ashton Awards Inc Aswell Troph y	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	70.04
P20-02377	Universal Printing Sol, Inc	KAMALA	Materials & Supplies-ADMIN	1,054.03
P20-02378	Shaw Hr Consulting	HR	Consulting	2,000.00
P20-02379	Printech	KAMALA	MAT / SUP	1,700.00
P20-02380	Amazon Com	CURREN	matl/sup- instructional	80.03
P20-02381	SHERMAN GARNETT & ASSOCIATES	Pupil Srvs	Book	80.04
P20-02383	ACTSOFT INC	TRANSPORTATIOI	MATL/SUP	2,400.00

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ESCAPE ONLINE

Page 14 of 16

123

**Includes Purchase Orders dated 10/11/2019 - 12/05/2019**

PO Number	Vendor Name	Loc	Description	Order Amount
P20-02384	Quill Corp	RITCHEN	MATL/SUP-Instructional	126.95
P20-02385	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	1,134.60
P20-02386	Curriculum Associates Inc	Special Ed	MAT/SUPL	417.93
P20-02387	Pearson	Special Ed	MAT/SUPL	3,920.19
P20-02388	Par Inc	Special Ed	MAT/SUPL	2,301.11
P20-02389	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Ed	MAT/SUPL	1,728.57
<b>Total Number of POs</b>			<b>578</b>	<b>Total</b> <u><u>4,192,786.07</u></u>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	528	3,199,970.13
120	CHILD DEVELOPMENT FUND	9	22,995.42
130	CAFETERIA FUND	23	352,021.13
140	DEFERRED MAINTENANCE FUND	3	34,647.57
214	BOND FUND MEASURE D 2016	13	575,517.89
251	DEVELOPER FEES	2	7,633.93
<b>Total Fiscal Year 2020</b>			<u><u>4,192,786.07</u></u>
<b>Total</b>			<u><u>4,192,786.07</u></u>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

Includes Purchase Orders dated 10/11/2019 - 12/05/2019

## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P16-05421	33,670,601.16	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRA	58,704.48
P17-05368	63,287.08	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	15,821.77
P18-01432	9,386,815.00	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRA	35,992.00
P18-03751	2,400.00	214-6276	BOND FUND MEASURE D 2016/INTERIM HOUSING	300.00
P19-05224	2,917,670.97	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRA	58,704.48-
P20-00037	100,100.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,000.00
P20-00057	60,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,000.00-
P20-00106	1,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	900.00
P20-00174	4,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	1,000.00
P20-00252	8,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00-
P20-00281	3,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,000.00
P20-00288	700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P20-00329	1,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P20-00330	200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	50.00
P20-00529	3,200.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,200.00
P20-00643	780.83	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	195.21
P20-00735	15,000.00	130-5800	CAFETERIA FUND/PROFESSIONAL/CONSULTING SERV	7,500.00
P20-00827	6,800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,500.00
P20-00965	140.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	40.00
P20-01087	107.62	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	269.05-
P20-01446	6,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
P20-01450	628.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	178.00
P20-01685	247.41	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1.17
P20-01688	11,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	5,500.00
P20-01703	472.36	010-5632	GENERAL FUND/REPAIRS	727.64-
P20-01758	557.07	010-4100	GENERAL FUND/TEXTBOOKS	36.64
P20-01759	457.61	010-4100	GENERAL FUND/TEXTBOOKS	7.81
P20-01760	891.31	010-4100	GENERAL FUND/TEXTBOOKS	58.62
P20-01762	2,473.79	010-4100	GENERAL FUND/TEXTBOOKS	42.76
P20-01763	1,114.14	010-4100	GENERAL FUND/TEXTBOOKS	73.27
P20-01764	1,108.20	010-4100	GENERAL FUND/TEXTBOOKS	19.07
P20-01765	2,473.79	010-4100	GENERAL FUND/TEXTBOOKS	42.76
P20-01796	216.27	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	14.27-
P20-01802	110.12	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	71.39-
P20-01803	466.33	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	142.76-
P20-01804	173.22	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	171.32-
P20-01805	1,256.35	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	114.22-
P20-01807	242.87	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	85.66-
P20-01808	1,140.09	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	214.15-
P20-01818	252.18	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	285.54-
P20-01819	177.48	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	71.38-
P20-01820	61.12	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	14.27-
P20-01821	352.45	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	85.66-
P20-01822	271.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	285.54-
<b>Total PO Changes</b>				<b>64,506.23</b>

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ESCAPE ONLINE

Page 16 of 16

125

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Consent Agenda

**Annual and Five–Year Developer Fee Report and Approval of Resolution #19-18  
(Penanhoat)**

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Government Code 66000 et seq. requires annual and five-year reports for school fees and mitigation payments.

This report summarizes the developer fee information from the 2013-14 fiscal year through the 2018-2019 fiscal year.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board accept the Developer Fee Report for 2013-14 through 2018-2019 fiscal years, and adopt Resolution #19-18.

**ADDITIONAL MATERIALS:**

**Attached:** [Resolution #19-18 \(5 pages\)](#)  
[2018-19 Annual & Five-Year School Facilities Fee Reports \(39 pages\)](#)

**OSD  
RESOLUTION #19-18**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT RELATING TO INFORMATION MADE AVAILABLE TO THE PUBLIC IN THE FORM OF A STATUTORY SCHOOL FEES AND MITIGATION PAYMENTS (“DEVELOPER FEES”) REPORT FOR THE FISCAL YEAR 2013-14 THROUGH FISCAL YEAR 2018-2019 (“DEVELOPER FEE REPORT”), AND FINDINGS THEREON, IN COMPLIANCE WITH GOVERNMENT CODE, SECTIONS 66006 AND 66001**

**WHEREAS**, Oxnard School District (“District”) has received and expended statutory school fees and mitigation payments (“Developer Fees”) in fiscal year 2018-2019 in connection with school facilities (“School Facilities”) of the District for students resulting from new development and authorized costs incidental thereto; and

**WHEREAS**, these Developer Fees have been deposited in a capital facilities account or sub-account (“Account”) as provided by Section 66006(a) of the Government Code; and

**WHEREAS**, in accordance with Section 66006(a) of the Government Code, the District has established and maintained a separate Account and maintained such Account in a manner to avoid any commingling of the Developer Fees with other revenues and funds of the District, except for temporary investments, and has expended those Developer Fees collected for the purposes for which they were collected and authorized costs incidental thereto; and

**WHEREAS**, Section 66006(b)(1) of the Government Code provides that the District shall make available to the public within one hundred eighty (180) days after the last day of each fiscal year the following information in the form of a “Developer Fees Report”:

- A) A brief description of the type of Developer Fees in the Account.
- B) The amount of the Developer Fees.
- C) The beginning and ending balance of the Account.
- D) The amount of the Developer Fees collected and the interest earned.
- E) An identification of each project (“Project”) of the District on which Developer Fees were expended and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Developer Fees.
- F) An identification of an approximate date by which the construction of a Project will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete Project, as identified in paragraph (2) of subdivision (a) of Section 66001, and the Project remains incomplete.

RESOLUTION #19-18  
DEVELOPER FEES REPORT

- G) A description of each interfund transfer or loan made from the Account, including the Project on which the transferred or loaned Developer Fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the Account will receive on the loan.
- H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001; and

**WHEREAS**, Section 66001(d) of the Government Code provides that for the fifth fiscal year following the first deposit into the Account, and every five years thereafter, the District shall make all of the following findings with respect to that portion of the Account remaining unexpended, whether committed or uncommitted:

- 1) Identification of the purpose to which the Developer Fees are to be put.
- 2) Demonstration of a reasonable relationship between the Developer Fees and the purpose for which they are charged.
- 3) Identification of all sources and amounts of funding anticipated to complete financing of the Projects of the District.
- 4) Designation of the approximate dates on which the funding referred to in paragraph (3) is expected to be deposited into the Account; and

**WHEREAS**, when findings are required by Section 66001(d) of the Government Code, they shall be made in connection with the information required by Section 66006 of the Government Code; and

**WHEREAS**, Section 66006(b)(2) of the Government Code requires the Board of Trustees (“Board”) to review the information made available to the public at a regularly scheduled public meeting and any other relevant information including, but not limited to, that certain Developer Fees Report prepared for District entitled “DEVELOPER FEES REPORT” not less than fifteen (15) days after this Developer Fees Report is made available to the public; and

**WHEREAS**, the Developer Fees Report is on file at the District office and is herein incorporated by reference; and

**WHEREAS**, the District has complied with all of the foregoing provisions.

**NOW, THEREFORE, ON BEHALF OF THE DISTRICT IT IS HEREBY RESOLVED, DETERMINED AND ORDERED AS FOLLOWS:**

**Section 1.** That pursuant to Government Code Sections 66001(d) and 66006(b)(1) and (2), the District has made available to the public the requisite information and proposed findings concerning collection and expenditure of Developer Fees related to School Facilities for students resulting from new development within the District and authorized costs incidental thereto.

**Section 2.** That the Board of the District at public meeting has reviewed the following information pursuant to Government Code Section 66006(b)(1) as is required by Government Code Section 66006(b)(2);

**Section 3.** That the Board of the District at a public meeting has reviewed herein provided proposed findings as required by Government Code Section 66001(d):

**Section 4.** That the Board of the District hereby determines that all Developer Fees, collections and expenditures as set forth in the Developer Fees Report have been received, deposited, invested, accounted, expended and reported in compliance with the relevant sections of the Government Code and all other applicable laws.

**Section 5.** That the Board of the District hereby determines that no refunds and allocations of Developer Fees, as required by Government Code Section 66001, are deemed payable at this time.

**Section 6.** That the Board of the District hereby determines that the District is in compliance with Government Code Section 66000 et seq. relative to receipt, deposit, investment, accounting, expenditure, reporting or refund of Developer Fees received and expended relative to School Facilities for students generated from new development.

**ADOPTED, SIGNED AND APPROVED**, this 18<sup>th</sup> day of December, 2019.

BOARD OF TRUSTEES OF THE  
OXNARD SCHOOL DISTRICT

By: \_\_\_\_\_  
President of the Board of Trustees of  
the Oxnard School District

By: \_\_\_\_\_  
Clerk of the Board of Trustees of  
the Oxnard School District



STATE OF CALIFORNIA    )  
  ) ss.  
COUNTY OF VENTURA    )

I, \_\_\_\_\_, Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of said District at a meeting of said Board held on the 18<sup>th</sup> day of December, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
Clerk of the Board of Trustees of the  
Oxnard School District

# OXNARD SCHOOL DISTRICT



## 2018-19 ANNUAL AND FIVE YEAR SCHOOL FACILITIES FEE REPORTS 2013-2014 Through 2018-2019

**Board Meeting: December 18, 2019**

Presented by:  
Janet Penanhoat  
Assistant Superintendent  
Business & Fiscal Services

## INTRODUCTION

Government Code 66000 et. Seq. requires annual and five-year reports for school fees and mitigation payments (“developer” fees).

This report summarizes the “developer” fee information for collections, revenues, and expenditures from fiscal year 2014-2015 through fiscal year 2018-2019.

Also included are City of Oxnard's share of site acquisition and Phase I costs for Brekke School. City of Oxnard payments along with the collections of developer fees for that area are committed for payments on the \$7,265,000 Certificates of Participation issued to cover the costs of Brekke School. The amount available for this purpose as of June 30, 2019 is \$3,817,358.96.

As a part of the H.E.R.O. Project Cooperation Agreement, Oxnard School District receives redevelopment agency taxes. These funds are restricted solely for the purpose of funding capital facilities projects for the benefit of the project area.

In Fiscal Year 2013-14 the City of Oxnard released the funding from the Seabridge Acquisition, \$8,845,416. These funds are restricted for capital facilities projects for the benefit of the school district.

Additional facilities are needed for replacing the existing temporary facilities. Developer fees are used to provide interim housing during construction and/or leasing of portables; other sources are state construction money and bond funds. Actual receipt date of state money is unknown at this time.

Any questions on information provided in this report should be directed to the Assistant Superintendent of Business & Fiscal Services at (805) 385-1501, ext. 2401.

### **OXNARD SCHOOL DISTRICT DEVELOPER FEE REPORT SUMMARY Cumulative Revenue & Expenditures July 1, 1997 through June 2019**

	Fund 251
Beginning Fund Balance as of July 1, 1997	\$ 174,002
Cumulative Receipts thru June 2019:	\$54,044,269
Total Funds Available	\$54,218,271
Cumulative Expenditures thru June 2019:	\$45,653,411
Ending Fund Balance as of June 30, 2019	\$8,564,860

<b>Developer Fee Summary</b>	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	<b>Total Cumulative</b>
Beginning Balance	7,984,340.61	5,926,665.64	5,917,460.18	6,424,423.68	7,727,274.15	
<b>REVENUE:</b>						
Interest	20,859.58	30,338.06	47,098.26	92,151.62	183,183.30	<b>3,697,682.14</b>
Developer Fees	357,480.21	455,075.59	949,793.92	1,437,783.19	709,891.14	<b>19,743,107.95</b>
Developer Fees - NCSP(Pfieler)						<b>8,193,683.14</b>
Developer Fees - SB50						<b>2,132,081.67</b>
Donations						<b>959.63</b>
Redevelopment Agency Taxes	220,129.86	432,330.86	359,438.01	444,285.26	476,886.62	<b>4,240,548.08</b>
Transfer for COP pymt/Haydock Gym						<b>337,371.00</b>
Development Fees-NWGSP						<b>1,539,600.00</b>
Mitigation Agreement- 5th & Patterson						<b>2,853,512.25</b>
Mitigation Agreement- Mandalay						<b>1,500,000.00</b>
Settlement Agreement-Seabridge 2/6/19					150,000.00	<b>150,000.00</b>
Miscellaneous	8,101.05		713,830.41	81,247.40		<b>9,655,723.31</b>
Total Revenue	606,570.70	917,744.51	2,070,160.60	2,055,467.47	1,519,961.06	<b>54,218,271.18</b>
<b>EXPENSES:</b>						
COP Debt Payment	471,289.13	468,168.13	469,384.25	474,510.00	482,429.94	<b>6,469,124.81</b>
RDA (Hero Project)						<b>1,629,207.92</b>
Fire/Alarm Upgrade						<b>628,868.06</b>
Needs Analysis/Legal	7,816.33	13,477.27	7,943.67	13,580.00	7,631.89	<b>900,609.24</b>
Refund of Developer Fees						<b>3,785.78</b>
CSR Expenses						<b>1,578,040.50</b>
Tele-Communication upgrade		269,612.47	920,735.36	84,056.00		<b>1,430,920.43</b>
iPad Deployment	2,039,717.94					<b>10,273,746.59</b>
P2P Preliminary Costs						<b>1,715,290.46</b>
Waiver Portables						<b>36,959.62</b>
Juan Soria School						<b>5,445,488.22</b>
Interim School						<b>3,889.68</b>
Seabridge Site		46,735.65	16,375.00	575.00	(575.00)	<b>2,430,741.05</b>
Teal Club	4,000.00					<b>4,000.00</b>
Curren	2,359.46			2,934.00		<b>1,037,971.47</b>
Driffill						<b>236,536.89</b>
Elm						<b>385,752.33</b>
Frank	44,172.00	44,172.00	44,172.00	54,637.00	57,373.00	<b>1,761,118.86</b>
Fremont	4,836.00	9,672.00	4,836.00	6,287.00	6,602.00	<b>1,080,488.81</b>
Harrington			14,406.00			<b>98,685.97</b>
Haydock	43,404.00	38,568.00	42,676.00	47,851.00	52,490.00	<b>1,137,381.80</b>
Chavez	2,571.99					<b>966,419.20</b>
Kamala	2,359.49					<b>352,880.09</b>
Lemonwood	14,300.00	13,200.00	13,200.00	13,530.00	39,976.25	<b>315,178.97</b>
Marina West						<b>625,317.96</b>
McAuliffe	7,731.50	10,636.80	975.00	11,523.00	10,650.40	<b>183,795.80</b>
Marshall						<b>1,069,289.97</b>
McKinna						<b>274,633.09</b>
Ramona						<b>18,356.26</b>
Brekke						<b>275,298.48</b>
Rose						<b>163,186.34</b>
San Miguel						<b>290,324.70</b>
Sierra Linda	2,359.53					<b>437,021.97</b>
Ritchen						<b>76,559.83</b>
Administrative Fees	17,328.30	12,707.65	28,493.82	43,134.00	25,796.73	<b>1,127,037.04</b>
Reinstate for Portable Costs is Bond Fund						<b>1,189,503.00</b>
Total Expenditures	2,664,245.67	926,949.97	1,563,197.10	752,617.00	682,375.21	<b>45,653,411.19</b>
Ending Balance	5,926,665.64	5,917,460.18	6,424,423.68	7,727,274.15	8,564,860.00	<b>8,564,859.99</b>
			Commitments:	Brekke COP		<b>3,817,358.96</b>
				RDA/Hero		<b>2,533,288.43</b>
				Balance after Commitments		<b>2,214,212.60</b>

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2018-19**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES	
<b>July 2018~</b>												
<b>RESIDENTIAL</b>												
07/10/18	Jose Chavez	2300 W. Hemlock Street	5945	189-0-052-025	201	Addition	816.06					
07/17/18	AAA Development, Inc.	5114 Terramar Way	8740	191-0-103-085	578	Addition		2,346.68				
07/20/18	Dixieline Builders Fund Control, In	5202 Outrigger Way	8730	191-0-074-055	2588	New		10,507.28				
07/26/18	Ravello River Ridge 152, LLC	The Gallery ~ Phase 2B (2314-2359 Niklaus St.)	5150	179-0-040-170 & 180	66829	New		271,325.74				
<b>COMMERCIAL</b>												
07/25/18	Oltmans Construction Co.	1400 Statham Parkway	2410	220-0-021-385	27040	Addition		10,897.12				
<b>Sub Total July 2018</b>								<b>816.06</b>	<b>295,076.82</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For July		816.06										
Fees Paid AB181 For July		295,076.82										
Fees Paid SB50 For July		-										
<b>Fees Exempt AB181 To Date:</b>		<b>816.06</b>										
<b>Fees Paid AB181 To Date:</b>		<b>295,076.82</b>										
<b>Fees Paid SB50 To Date:</b>		<b>-</b>										
<b>August 2018~</b>												
<b>RESIDENTIAL</b>												
08/15/18	Bodagger Builders	2510 New Haven Place	5660	185-0-166-065	142	Addition	576.52					
08/20/18	Fernando Vega	1641 Gallatin Place	5350	181-0-054-065	52	Addition	211.12					
08/20/18	Thomas Swick	2045 Ravoli Drive	7910	188-0-043-045	337	Addition	1,368.22					
08/30/18	Brandt Bacha	5124 Corbina Way	8765	191-0-134-055	581	Addition		2,358.86				
08/30/18	Murillo, Alejandro	156 W. Fir Avenue	3620	203-0-222-150	35	Addition		142.10	additional SF to original addition; see payment rec'd. 2/24/17			
<b>COMMERCIAL</b>												
<b>Sub-Total August 2018</b>								<b>2,155.86</b>	<b>2,500.96</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For August		2,155.86										
Fees Paid AB181 For August		2,500.96										
Fees Paid SB50 For August		-										
<b>Fees Exempt AB181 To Date:</b>		<b>2,971.92</b>										
<b>Fees Paid AB181 To Date:</b>		<b>297,577.78</b>										
<b>Fees Paid SB50 To Date:</b>		<b>-</b>										

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2018-19**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
<b>SEPTEMBER 2018 ~</b>											
<b>RESIDENTIAL</b>											
09/06/18	Benjamin Garcia	122 South B Street	3230	202-0-054-100	1,792	New		7,275.52			one check written from Benjamin Garcia for total
09/06/18	Benjamin Garcia	124 South B Street	3230	202-0-054100	1,727	New		7,011.62	\$14,287.14		
09/10/18	Vicente-Silvia Palomares	937 South E Street	3520	202-0-166-050	556	Addition		2,257.36			
09/17/18	Grace Blas	332 North K Street	4150	200-0-282-210	-32	Change	Refund	-129.92			Setback Change per City (original date 6/1/18)
09/17/18	Maribel Robles	1904 Kensington Lane	5405	181-0-183-025	145	Addition	588.70				
09/17/18	Gabriele Morales	1940 La Puerta Ave.	1680	2160-182-325	252	Addition	1,023.12				
09/18/18	Rita De Caussin	4575 Falkirk Bay	7870	188-0-091-275	700	Addition		2,842.00			two checks rec'd. #1106: \$2,800.00 & #1119: \$42.00
<b>COMMERCIAL</b>											
09/10/18	Jeffrey Brown/Calvary Chapel	2001 Eastman Ave.	1680	216-0-191-015	4,225	New	1,702.68				
<b>Sub-Total September 2018</b>							<b>3,314.50</b>	<b>19,386.50</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For September		3,314.50									
Fees Paid AB181 For September		19,386.50									
Fees Paid SB50 For September		-									
<b>Fees Exempt AB181 To Date:</b>		<b>6,286.42</b>									
<b>Fees Paid AB181 To Date:</b>		<b>316,964.28</b>									
<b>Fees Paid SB50 To Date:</b>		<b>-</b>									
<b>OCTOBER 2018~</b>											
<b>RESIDENTIAL</b>											
10/01/18	Ammie Presley	2114 Bermuda Dunes Pl.	5260	179-0-120-265	9	Addition	36.54				
10/04/18	Rigoberto Mendoza	1122 W. Guava Street	4340	203-0-202-145	173	Addition	702.38				
10/25/18	Roger Understiller	2320 Greencastle Lane	7920	188-0-063-065	3,031	New		12,305.86			
<b>COMMERCIAL</b>											
10/18/18	MWS Wire Industries	3000 Camino Del Sol	1630	216-0-153-115	60,733	New		24,475.40			
<b>Sub Total October 2018</b>							<b>738.92</b>	<b>36,781.26</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exemp AB181 For October		738.92									
Fees Paid AB181 For October		36,781.26									
Fees Paid SB50 For October		0.00									
		0.00									
<b>Fees Exempt AB181 To Date:</b>		<b>7,025.34</b>									
<b>Fees Paid AB181 To Date:</b>		<b>353,745.54</b>									
<b>Fees Paid SB50 To Date:</b>		<b>-</b>									

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2018-19**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
<b>NOVEMBER 2018 ~</b>											
<b>RESIDENTIAL</b>											
11/07/18	Jose Corona	116 S. McKinley Ave.	2615	201-0-141-200	1,408	New		5,716.48			
<b>COMMERCIAL</b>											
									0.00		
<b>Sub-Total November 2018</b>								<b>5,716.48</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>NECSP</b>											
	Fees Exempt AB181 For November							0.00			
	Fees Paid AB181 For November							5,716.48			
	Fees Paid SB50 For November							0.00			
	<b>Fees Exempt AB181 To Date:</b>							<b>7,025.34</b>			
	<b>Fees Paid AB181 To Date:</b>							<b>359,462.02</b>			
	<b>Fees Paid SB 50 To Date</b>							<b>-</b>			
<b>DECEMBER 2018~</b>											
<b>RESIDENTIAL</b>											
12/04/18	Garrett Miller	3627 Dry Creek Lane	6100	179-0-230-355	240	Addition	974.40				
<b>COMMERCIAL</b>											
<b>Sub-Total December 2018</b>								<b>974.40</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	Fees Exempt AB181 For December							974.40			
	Fees Paid AB181 For December							-			
	Fees Paid SB50 For December							-			
	Fifth & Patterson Paid for December							\$0.00			
	<b>Fees Exempt AB181 To Date:</b>							<b>7,999.74</b>			
	<b>Fees Paid AB181 To Date:</b>							<b>359,462.02</b>			
	<b>Fees Paid SB50 To Date:</b>							<b>-</b>			

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2018-19**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES	
<b>JANUARY 2019~</b>												
<b>RESIDENTIAL</b>												
01/04/19	Christopher Marceau	930 W. Iris Street	4350	203-0-251-145	497	Addition	2,017.82					
01/04/19	Ruben Ortiz	231 E. Cedar Street	2830	204-0-074-370	456	Addition	1,851.36					
01/24/19	Angel Quirarte	890 Rialto Street	5615	183-0-173-035	180	Addition	730.80					
01/29/19	Amy He	5000 Catamaran Street	7660	196-0-023-035	3,089	New		12,541.34				
01/31/19	Cirilo Rangel	915 South K Street	4280	202-0-262-185	650	Addition		2,639.00				
<b>COMMERCIAL</b>												
<b>Sub-Total January 2019</b>								<b>4,599.98</b>	<b>15,180.34</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For January	4,599.98											
Fees Paid AB181 For January	15,180.34											
Fees Paid SB50 For January	-											
Fifth & Patterson Paid for January	\$0.00											
<b>Fees Exempt AB181 To Date:</b>	<b>12,599.72</b>											
<b>Fees Paid AB181 To Date:</b>	<b>374,642.36</b>											
<b>Fees Paid SB50 To Date:</b>	<b>-</b>											
<b>FEBRUARY 2019 ~</b>												
<b>RESIDENTIAL</b>												
02/20/19	Martin Escobar	1500 Rialto Street	5810	183-0-324-165	436	Addition	1,770.16					
02/25/19	Gerardo Gutierrez	2318 Arcadian Shores Trail	6000	179-0-211-105	77	Addition	312.62					
<b>COMMERCIAL</b>												
<b>Sub-Total February 2019</b>								<b>2,082.78</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For February	2,082.78											
Fees Paid AB181 For February	-											
Fees Paid SB50 For February	-											
Fifth & Patterson Paid for February	\$0.00											
<b>Fees Exempt AB181 To Date:</b>	<b>14,682.50</b>											
<b>Fees Paid AB181 To Date:</b>	<b>374,642.36</b>											
<b>Fees Paid SB50 To Date:</b>	<b>-</b>											

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2018-19**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
<b>MARCH 2019~</b>											
<b>RESIDENTIAL</b>											
03/04/19	Central Coast Engineering	1804 Brookside Avenue	5850	183-0-404-055	403	Addition	1,636.18				
03/07/19	Veronica Magana	1610 Dunsmuir Street	5840	183-0-381-020	250	Addition	1,015.00				
03/19/19	Melvin Swan	113 E. Cedar Street	2830	204-0-074-480	600	New			2,436.00		
03/19/19	Ricardo Avila	319 Magnolia	3230	200-0-323-100	70	Addition	284.20				
03/21/19	Ravello River Ridge 152, LLC	The Gallery ~ Phase 3 (Range Rd.; O'Hearn; Putter Pl.)	5150	lots 68-72; 75-77	73,336	New			297,744.16		
<b>COMMERCIAL</b>											
<b>Sub-Total March 2019</b>											
							<b>2,935.38</b>	<b>300,180.16</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For March							2,935.38				
Fees Paid AB181 For March							300,180.16				
Fees Paid SB50 For March							-				
Fifth & Patterson Paid for March							\$0.00				
<b>Fees Exempt AB181 To Date:</b>							<b>17,617.88</b>				
<b>Fees Paid AB181 To Date:</b>							<b>674,822.52</b>				
<b>Fees Paid SB50 To Date:</b>							<b>-</b>				
<b>April 2019 ~</b>											
<b>RESIDENTIAL</b>											
04/09/19	EN Builders	411 Julian Street	1635	216-0-723-055	343	Addition	1,402.87				
04/24/19	Daniel Lopez	1023 Pinata Drive	2000	215-0-132-075	961	Addition			3,930.49		
04/29/19	Sterling Builders Group	2531 Miramar Place	5740	186-0-021-150	356	Addition	1,456.04				
04/29/19	Teresa Martinez	160 E. Birch	2820	202-0-074-080	499	Addition	2,040.91				
<b>COMMERCIAL</b>											
<b>Sub-Total April 2019</b>											
							<b>4,899.82</b>	<b>3,930.49</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For April							4,899.82				
Fees Paid AB181 For April							3,930.49				
Fees Paid SB50 For April							-				
Fifth & Patterson Paid for May							0.00				
<b>Fees Exempt AB181 To Date:</b>							<b>22,517.70</b>				
<b>Fees Paid AB181 To Date:</b>							<b>678,753.01</b>				
<b>Fees Paid SB50 To Date:</b>							<b>-</b>				

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2018-19**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES	
<b>MAY 2019~</b>												
<b>RESIDENTIAL</b>												
05/06/19	Virgilio Mireles	5330 Beachcomber Street	8715	191-0-054-075	998	Addition		4,081.82				
05/07/19	Cuauhtemoc Michel	1142 W. Hemlock Street	4350	203-0-242-055	922	Addition		3,770.98				
05/09/19	Johnny Rhee	4941 Catamaran Street	7660	196-0-022-075	641	Addition		2,621.69				
05/13/19	Ben Di Benedetto	961 Mandalay Beach Road	8720	191-0-051-155	261	Addition	1,067.49					
05/13/19	Arlester Boykin	1960 Lindbergh Drive	1920	220-0--263-015	310	Addition	1,267.90					
05/13/19	Coastal Construction	115 South I Street	4160	202-0-022-130	792	Addition		3,239.28				
								0.00				
<b>Sub-Total May 2019</b>		<b>\$16,049.16</b>						<b>2,335.39</b>	<b>13,713.77</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For May							2,335.39					
Fees Paid AB181 For May							13,713.77					
Fees Paid SB50 For May							0					
Fifth & Patterson Paid for May							0					
<b>Fees Exempt AB181 To Date:</b>								<b>24,853.09</b>				
<b>Fees Paid AB181 To Date:</b>								<b>692,466.78</b>				
<b>Fees Paid SB50 To Date:</b>								-				
<b>Fifth &amp; Patterson Paid To Date</b>								-				
<b>JUNE 2019~</b>												
<b>RESIDENTIAL</b>												
06/04/19	Humberto Aguirre	1015 Ontario Street	5620	183-0-184-075	806	Addition		3,296.54				
06/10/19	Maria Cervantes	247 Magnolia Avenue	3230	N ADD Town of Oxnard	614	Addition		2,511.26				
06/10/19	Holmes Parslow/Rick Moraga	5246 Sandpiper Way	8720	191-0-055-145	2,872	New		11,746.48				
06/20/19	Jose Reveles	2212 Arcadua Street	2940	204-0-161-070	211	Addition	862.99					
<b>OTHER</b>												
06/21/19	New Trinity Comm. Church	1800 Camino Del Sol	1630	216-0-061--115	7,498	New					per G.C. 65995(d) religious organizations/purposes exemption	
<b>Sub-Total June 2019</b>		<b>\$18,417.27</b>						<b>862.99</b>	<b>17,554.28</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For June							862.99					
Fees Paid AB181 For June							17,554.28					
Fees Paid SB50 For June							-					
Fifth & Patterson Paid for June							-					
<b>Grand Totals</b>												
<b>Fees Exempt AB181 To Date:</b>								<b>25,716.08</b>				
<b>Fees Paid AB181 To Date:</b>								<b>710,021.06</b>				
<b>Fees Paid SB50 To Date:</b>								-				
<b>Fifth &amp; Patterson Paid To Date</b>								-				
<b>Grand Total All</b>		<b>\$ 735,737.13</b>										
<b>REFUNDS/SETTLEMENTS/OTHER (MISC.)</b>												
							9/17/18: 332 North K Street: Setback Change per City (original date 6/1/18)			(129.92)		
<b>Total Misc.</b>							4/2/19: D. R. Horton Settlement payment rec'd.			150,000.00		
<b>2018-2019 ADJUSTED TOTAL RECEIVED</b>		<b>\$ 859,891.14</b>										

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2017-18

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES	
<b>JULY 2017~</b>												
<b>RESIDENTIAL</b>												
07/17/17	Oganes Karapetian	2250 Greencastle Lane	7920	188-0-063-035	3197	New		11,860.87				
<b>COMMERCIAL</b>												
07/31/17	Bogart Construction	ALDI-Market-1710 E. Gonzales Rd.	2000	215-0-290-025	1,522	New		563.14				
<b>Sub Total July 2017</b>								<b>0.00</b>	<b>12,424.01</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For July		-										
Fees Paid AB181 For July		12,424.01										
Fees Paid SB50 For July		-										
<b>Fees Exempt AB181 To Date:</b>		-										
<b>Fees Paid AB181 To Date:</b>		<b>12,424.01</b>										
<b>Fees Paid SB50 To Date:</b>		-										
<b>AUGUST 2017~</b>												
<b>RESIDENTIAL</b>												
08/07/17	Cesar Cruz	2420 Peninsula Road	7910	188-0-033-035	160	Addition	593.60					
08/16/17	Rick Moraga	5323 Beachcomber Street	8715	191-0-053-095	3	New/Addl.		11.13				
08/23/17	Nicolas Hernandez	1901 S. Victoria Ave., #217	6770	188-0-350-285	230	Addition	853.30					
08/23/17	Benita Ramirez	1239 South L Street	4305	203-0-022-450	248	Addition	920.08					
<b>COMMERCIAL</b>												
<b>Sub-Total August 2017</b>								<b>2,366.98</b>	<b>11.13</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For August		2,366.98										
Fees Paid AB181 For August		11.13										
Fees Paid SB50 For August		-										
<b>Fees Exempt AB181 To Date:</b>		<b>2,366.98</b>										
<b>Fees Paid AB181 To Date:</b>		<b>12,435.14</b>										
<b>Fees Paid SB50 To Date:</b>		-										

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2017-18

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
<b>SEPTEMBER 2017 ~</b>											
<b>RESIDENTIAL</b>											
09/11/17	James H. Davis	4141 Romany Drive	7920	188-0-045-255	212	New/Addl	786.52				
09/11/17	Nancy Chase	5107 Corbina Way	8765	191-0-133-115	688	New/Addl.		2,552.48			
09/21/17	Martha Jaime	2006 South K Street	4350	203-0-243-115	631	New/Addl.		2,341.01			
09/28/17	Westlake Heights Development C	1375 E. Channel Islands Blvd.	4440	220-0-323-425	62,845	New		233,154.95			
<b>COMMERCIAL</b>											
09/11/17	Bergman KPRS, LLC	1291 S. Victoria Ave. (Seabridge)	6660	188-0-250-285	4,857	New		1,797.09			
09/28/17	Westlake Heights Development C	1375 E. Channel Islands Blvd.	4440	220-0-323-425	2,494	New		922.78			
<b>Sub-Total September 2017</b>							<b>786.52</b>	<b>240,768.31</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For September							786.52				
Fees Paid AB181 For September								240,768.31			
Fees Paid SB50 For September											
<b>Fees Exempt AB181 To Date:</b>								<b>3,153.50</b>			
<b>Fees Paid AB181 To Date:</b>								<b>253,203.45</b>			
<b>Fees Paid SB50 To Date:</b>											
<b>OCTOBER 2017~</b>											
<b>RESIDENTIAL</b>											
10/06/17	Habitat for Humanity of Vta. Co., I	109 N. Hayes Ave.	2645	201-0-112-330	868	New				one check	
10/06/17	Habitat for Humanity of Vta. Co., I	111 N. Hayes Ave.	2645	201-0-112-100	1,154	New				written from	
10/06/17	Habitat for Humanity of Vta. Co., I	113 N. Hayes Ave.	2645	201-0-112-110	868	New				Habitat for	
10/06/17	Habitat for Humanity of Vta. Co., I	115 N. Hayes Ave.	2645	201-0-112-090	868	New				total	
10/06/17	Habitat for Humanity of Vta. Co., I	117 N. Hayes Ave.	2645	201-0-112-080	1,154	New				\$22,504.86	
10/06/17	Habitat for Humanity of Vta. Co., I	119 N. Hayes Ave.	2645	201-0-112-320	1,154	New				22,504.86	
10/12/17	Dawn Durazo	2351 Martinique	8800	191-0-390-445	58	Addition	215.18				
10/18/17	Oxnard Pacific Associates II, LP	Gateway Station Apts.-Oxnard Blvd.	2800	204-0-020-050	128,770	New		487,736.70			*refunded \$10,000.00
10/19/17	Charles Stevens	1021 Mandalay Beach Road	8725	191-0-051-465	4,000	New		14,840.00			
<b>COMMERCIAL</b>											
10/18/17	Oxnard Pacific Associates II, LP	Gateway Station Apts.-Oxnard Blvd.	2800	204-0-020-050	6,654	New		2,461.98			
<b>Sub Total October 2017</b>							<b>215.18</b>	<b>527,543.54</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For October							215.18				
Fees Paid AB181 For October								527,543.54			
Fees Paid SB50 For October								0.00			
								0.00			
<b>Fees Exempt AB181 To Date:</b>								<b>3,368.68</b>			
<b>Fees Paid AB181 To Date:</b>								<b>780,746.99</b>			
<b>Fees Paid SB50 To Date:</b>											

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2017-18

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
<b>NOVEMBER 2017 ~</b>											
<b>RESIDENTIAL</b>											
11/02/17	Roberto Ortega	254 E. Cedar St.	2830	204-0-081-330	338	Addition	1,253.98				
11/07/17	Oxnard Pacific Associates II, LP	Gateway Station Apts.-Oxnard Blvd.	2800	204-0-020-050	125,400	New		465,234.00			
11/15/17	Maria Prado	2000 W. Hemlock St.	5940	189-0-041-045	180	Addition	667.80				
11/15/17	Noe Castro	944 King Street	3520	202-0-165-250	40	Addition	148.40				
11/15/17	Chris Fink	2154Patricia St.	5230	179-0-085-160	436	Addition	1,617.56				
<b>COMMERCIAL</b>											
11/07/17	Deardorff Farms	400 N. Lombard St.	1620	216-0-203-265	988	New/Addition		365.56			
<b>Sub-Total November 2017</b>							<b>3,687.74</b>	<b>465,599.56</b>	<b>0.00</b>	<b>0.00</b>	
<b>NECSP</b>											
	Fees Exempt AB181 For November	3,687.74									
	Fees Paid AB181 For November	465,599.56									
	Fees Paid SB50 For November	0.00									
	<b>Fees Exempt AB181 To Date:</b>	<b>7,056.42</b>									
	<b>Fees Paid AB181 To Date:</b>	<b>1,246,346.55</b>									
	<b>Fees Paid SB 50 To Date</b>	<b>-</b>									
<b>DECEMBER 2017~</b>											
<b>RESIDENTIAL</b>											
12/12/17	701 Mandalay Properties LLC	701 Mandalay Beach Road	8705	191-0-041-025	4,020	New		14,914.20			
12/12/17	701 Mandalay Properties LLC	703 Mandalay Beach Road	8705	191-0-041-025	4,020	New		14,914.20			
12/07/17	Signature Coast Const. Group	4000 Nice Court	7910	188-0-036-085	3,065	New		11,371.15			
12/07/17	Signature Coast Const. Group	4010 Nice Court	7910	188-0-036-095	3,146	New		11,671.46			
12/21/17	Ramiro Arroyo	1171 W. Guava Street	4340	203-0-201-255	452	Addition	1,676.92				
<b>COMMERCIAL</b>											
<b>Sub-Total December 2017</b>							<b>1,676.92</b>	<b>52,871.01</b>	<b>0.00</b>	<b>0.00</b>	
	Fees Exempt AB181 For December	1,676.92									
	Fees Paid AB181 For December	52,871.01									
	Fees Paid SB50 For December	-									
	Fifth & Patterson Paid for Decemb	\$0.00									
	<b>Fees Exempt AB181 To Date:</b>	<b>8,733.34</b>									
	<b>Fees Paid AB181 To Date:</b>	<b>1,299,217.56</b>									
	<b>Fees Paid SB50 To Date:</b>	<b>-</b>									

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2017-18

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
<b>JANUARY 2018~</b>											
<b>RESIDENTIAL</b>											
01/10/18	Gabriela Hernandez	1312 Palm Drive	4150	200-0-265-110	189	Addition	701.19				
01/16/18	Alejandro Luna	2125 Olga Street	5220	179-0-091-015	290	Addition	1,075.90				
01/18/18	Jade Alvarez	2010 Arlene Avenue	5250	179-0-113-085	303	Addition	1,124.13				
<b>COMMERCIAL</b>											
<b>Sub-Total January 2018</b>		<b>\$2,901.22</b>					<b>2,901.22</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For January		2,901.22									
Fees Paid AB181 For January		-									
Fees Paid SB50 For January		-									
Fifth & Patterson Paid for January		\$0.00									
<b>Fees Exempt AB181 To Date:</b>		<b>11,634.56</b>									
<b>Fees Paid AB181 To Date:</b>		<b>1,299,217.56</b>									
<b>Fees Paid SB50 To Date:</b>		<b>-</b>									
<b>FEBRUARY 2018 ~</b>											
<b>RESIDENTIAL</b>											
02/05/18	Jose Luis C. Martinez	2111 Montrose Street	2970	204-0-133-030	1,225	Addition	4,544.75				
02/05/18	Mandalay Beach LLC	5223 Breakwater Way	8730	191-0-085-195	3074	New	11,404.54				
02/26/18	Jesus (Julie) Reyes	1955 O'Neill Place	1955	220-0-077-115	532	Addition	1,973.72				
02/28/18	Ralph Casillas, Jr.	5145 Seabreeze Way	8720	191-0-064-295	3029	New	11,237.59				
<b>COMMERCIAL</b>											
<b>Sub-Total February 2018</b>		<b>\$29,160.60</b>					<b>0.00</b>	<b>29,160.60</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For February		-									
Fees Paid AB181 For February		29,160.60									
Fees Paid SB50 For February		-									
Fifth & Patterson Paid for February		\$0.00									
<b>Fees Exempt AB181 To Date:</b>		<b>11,634.56</b>									
<b>Fees Paid AB181 To Date:</b>		<b>1,328,378.16</b>									
<b>Fees Paid SB50 To Date:</b>		<b>-</b>									

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2017-18

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES	
<b>MARCH 2018-</b>												
<b>RESIDENTIAL</b>												
03/15/18	Margarita Oliva	449 W. Birch Street	3635	203-0-112-170	498	Addition	1,847.58					
03/22/18	Rosalva Camarena	1711 Firethorne Place	5330	181-0-043-145	600	Addition		2,226.00				
<b>COMMERCIAL</b>												
<b>Sub-Total March 2018</b>								<b>1,847.58</b>	<b>2,226.00</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For March								1,847.58				
Fees Paid AB181 For March								2,226.00				
Fees Paid SB50 For March								-				
Fifth & Patterson Paid for March								\$0.00				
<b>Fees Exempt AB181 To Date:</b>								<b>13,482.14</b>				
<b>Fees Paid AB181 To Date:</b>								<b>1,330,604.16</b>				
<b>Fees Paid SB50 To Date:</b>								<b>-</b>				
<b>APRIL 2018 ~</b>												
<b>RESIDENTIAL</b>												
04/12/18	Allen Reznick	5304 Seabreeze Way	8720	191-0-056-095	56	Addition	207.76					
04/18/18	Jesus Chavez	687 Douglas Avenue	3240	200-0-231-180	633	Addition		2,348.43				
04/30/18	Maria Sarmiento	1901 S. Victoria Ave., Unit 218	6770	188-0-350-275	272	Addition	1,104.32					
<b>COMMERCIAL</b>												
<b>Sub-Total April 2018</b>								<b>1,312.08</b>	<b>2,348.43</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For April								1,312.08				
Fees Paid AB181 For April								2,348.43				
Fees Paid SB50 For April								-				
Fifth & Patterson Paid for May								0.00				
<b>Fees Exempt AB181 To Date:</b>								<b>14,794.22</b>				
<b>Fees Paid AB181 To Date:</b>								<b>1,332,952.59</b>				
<b>Fees Paid SB50 To Date:</b>								<b>-</b>				

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2017-18

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES		
<b>MAY 2018~</b>													
<b>RESIDENTIAL</b>													
05/04/18	Erica Morris	1725 Ambrose Avenue	5850	183-0-401-095	56	Addition	227.36						
05/04/18	Jerry Poprawski	2160 Kingsbridge	7930	188-0-057-025	455	Addition	1,847.30						
05/08/18	Jose Partida	1121 Doris Avenue	4130	200-0-172-300	33	Addition	133.98						
05/08/18	Melanie North	1600 Dunsmuir Street	5840	183-0-381-015	127	Addition	515.62						
05/15/18	Gym Brynn Jasper O. Onasin	660 Roderick Avenue	3240	200-0-231-030	330	Addition	1,339.80						
05/15/18	Luis Oscanos	1901 Victoria Avenue, #202	6770	188-0-350-255	245	Addition	994.70						
05/15/18	Luis Oscanos	1901 Victoria Avenue, #204 The Gallery ~ Phase 2	6770	188-0-350-235	188	Addition	763.28						
05/15/18	Ravello River Ridge 152, LLC	(odd 2311-2335 Niklaus St.)	5150	179-0-040-170 & 180	25,233	New		102,445.98					
<b>COMMERCIAL</b>													
05/25/18	ZT Cabot LLC	2021 Cabot Place	1665	216-0-191-115	24,518	New		9,071.66					
<b>Sub-Total May 2018</b>								<b>5,822.04</b>	<b>111,517.64</b>	<b>0.00</b>	<b>0.00</b>		
Fees Exempt AB181 For May							5,822.04						
Fees Paid AB181 For May							111,517.64						
Fees Paid SB50 For May							0						
Fifth & Patterson Paid for May							0						
<b>Fees Exempt AB181 To Date:</b>							<b>20,616.26</b>						
<b>Fees Paid AB181 To Date:</b>							<b>1,444,470.23</b>						
<b>Fees Paid SB50 To Date:</b>							-						
<b>Fifth &amp; Patterson Paid To Date</b>							-						
<b>JUNE 2018~</b>													
<b>RESIDENTIAL</b>													
06/01/18	Grace Blas	332 North K Street	4150	200-0-282-210	816	Addition		3,312.96					
06/04/18	Jade Alvarez	5333 Whitecap Street	8725	191-0-082-025	103	Addition	418.18						
06/18/18	Richard Horne	2410 Lions Gate Drive	5440	181-0-155-105	244	Addition	990.64						
06/18/18	Arturo Sepulveda	171 W. Iris Street	3630	203-0-223-080	498	Addition	2,021.88						
06/18/18	Edward Cristobal	2621 Pyrite Place	5365	181-0-204-395	222	Addition	901.32						
<b>COMMERCIAL</b>													
<b>Sub-Total June 2018</b>								<b>4,332.02</b>	<b>3,312.96</b>	<b>0.00</b>	<b>0.00</b>		
Fees Exempt AB181 For June							4,332.02						
Fees Paid AB181 For June							3,312.96						
Fees Paid SB50 For June							-						
Fifth & Patterson Paid for June							-						
<b>Grand Totals</b>													
Fees Exempt AB181 To Date:							<b>24,948.28</b>						
Fees Paid AB181 To Date:							<b>1,447,783.19</b>						
Fees Paid SB50 To Date:							-						
Fifth & Patterson Paid To Date							-						
<b>Grand Total All</b>							<b>\$ 1,472,731.47</b>						
<b>REFUNDS</b>													
10/18/17	Oxnard Pacific Associates II, LP	ck.#5007072074; refund overpayment										-10,000.00	
<b>Total Refunds</b>												<b>(10,000.00)</b>	
<b>2017-2018 ADJUSTED TOTAL RECEIVED</b>								<b>\$ 1,437,783.19</b>					

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2016-17

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
<b>July 2016~</b>											
<b>RESIDENTIAL</b>											
07/14/16	Swift, Richard	1810 Jeanette Drive	5320	181-0-013-055	24	Addition	87.36				
<b>COMMERCIAL</b>											
<b>Sub Total July 2016</b>		<b>\$87.36</b>					<b>87.36</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For July		87.36									
Fees Paid AB181 For July		-									
Fees Paid SB50 For July		-									
<b>Fees Exempt AB181 To Date:</b>		<b>87.36</b>									
<b>Fees Paid AB181 To Date:</b>		<b>-</b>									
<b>Fees Paid SB50 To Date:</b>		<b>-</b>									
<b>August 2016~</b>											
<b>RESIDENTIAL</b>											
08/05/16	Gitford, Virginia	5200 Whitecap Street	8725	191-0-073-055	2059	New		7,494.76			
08/10/16	Weilbacher, Gregory	4921 Island View Street	8765	191-0-123-145	938	Addition		3,414.32			
08/31/16	Hendrix, Steve	5316 Outrigger Way	8730	191-0-085-055	3714	New		13,518.96			
<b>COMMERCIAL</b>											
<b>Sub-Total August 2016</b>		<b>\$24,428.04</b>					<b>0.00</b>	<b>24,428.04</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For August		-									
Fees Paid AB181 For August		24,428.04									
Fees Paid SB50 For August		-									
<b>Fees Exempt AB181 To Date:</b>		<b>87.36</b>									
<b>Fees Paid AB181 To Date:</b>		<b>24,428.04</b>									
<b>Fees Paid SB50 To Date:</b>		<b>-</b>									

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2016-17

**SEPTEMBER 2016 ~**

**RESIDENTIAL**

09/01/16	Arias, John	2037 Spyglass Tri East	5250	179-0-114-085	486	Addition	1,769.04		
09/19/16	Aldersgate Investment, LLC	300 9th Street/Senior Citizen Housing	3500	202-0-191-375	97,826	New		36,195.62	
09/20/16	Navarro, Ana	220 Julian Street	1640	216-0-135-145	310	Addition	1,128.40		
09/20/16	Gonzales, Luciano	1302 W. Birch Street	4320	203-0-092-300	211	Addition	768.04		
09/28/16	Port 121 LLC	3851 Harbor Island Ln	7800	188-0-310-055	2,403	New*		14,845.47	*refunded \$6,098.55
09/28/16	TRI Pointe Homes	Islander Walk,Anchor Ave, Yacht Pl.	8765/6880	187-0-060-115	24,901	New		90,639.64	
09/28/16	TRI Pointe Homes	Islander Walk,Anchor Ave, Yacht Pl.	8765/6880	187-0-060-115	24,619	New		89,613.16	
09/30/16	Seng, Sam	225 E. Channel Islands	2990	204-0-222-315	141	Addition	513.24		
09/30/16	Ruiz, Alejandra	1448 Fir Avenue	4330	203-0-191-015	230	Addition	837.20		
09/30/16	Magallon, Margarito	146 S. H Street	3270	202-0-030-470	494	Addition	1,798.16		

**COMMERCIAL**

09/28/16	Port 121 LLC	3851 Harbor Island Ln	7800	188-0-310-055	1,865	New*		690.05	
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<b>Sub-Total September 2016</b>		<b>\$238,798.02</b>					<b>6,814.08</b>	<b>231,983.94</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For September	6,814.08
Fees Paid AB181 For September	231,983.94
Fees Paid SB50 For September	-
<b>Fees Exempt AB181 To Date:</b>	<b>6,901.44</b>
<b>Fees Paid AB181 To Date:</b>	<b>256,411.98</b>
<b>Fees Paid SB50 To Date:</b>	<b>-</b>

**OCTOBER 2016~**

**RESIDENTIAL**

10/05/16	Arroyo, Arcelia	608 Beverly Dr.	3260	200-0-311-390	530	Addition		1,929.20	
10/11/16	Mireles, Raymond	4930 Amalfi	8770	191-0-162-075	3,081	New		11,214.84	
10/11/16	Rodnick, Oscar	4833 Oceanaire Street	8770	191-0-163-145	82	Addition	298.48		
10/11/16	Real, Alicia	145 N. K Street	4160	202-0-235-055	453	Addition	1,648.92		
10/21/16	Rodriguez, Teresa	431 Julian Street	1635	216-0-123-035	84	Addition	305.76		

**COMMERCIAL**

10/7/2016	Alisam Oxnard, LLC	1401 W. Gonzales Road	4080	139-0-080-255	12,312	New		4,555.44	
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<b>Sub Total October 2016</b>		<b>\$15,397.20</b>					<b>2,253.16</b>	<b>17,699.48</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exemp AB181 For October	2,253.16
Fees Paid AB181 For October	17,699.48
Fees Paid SB50 For October	-
<b>Fees Exempt AB181 To Date:</b>	<b>9,154.60</b>
<b>Fees Paid AB181 To Date:</b>	<b>274,111.46</b>
<b>Fees Paid SB50 To Date:</b>	<b>-</b>

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2016-17

**NOVEMBER 2016 ~**

**RESIDENTIAL**

11/01/16	Nisavsarm, Michael	4740 San Sebastian Dr.	8800	191-0-460-115	9	Addition	32.76	
11/01/16	YYB Constructa	2030 Geneva Way	5830	183-0-365-155	200	Addition	728.00	
11/01/16	Alatorre, Laura	321 Roderick	3200	200-0-242-090	305	Addition	1,110.20	
11/09/16	UHC 00558 Oxnard, L.P.	1210 Felicia Ct.	2148	201-0-080-030	1,912	New		6,959.68
11/09/16	UHC 00558 Oxnard, L.P.	1210 Felicia Ct.	2148	201-0-080-030	143,602	New	522,711.28	
11/28/16	Torres, Eduardo	414 Harrison Ave.	2642	201-0-052-170	413	Addition	3,006.64	
11/28/16	Watson, Billy	1341 Lawrence Way	5740	183-0-301-125	26	Addition	189.28	
11/28/16	Moraga, Rick	1710 Helm Drive	6700	187-0-173-045	56	Addition	407.68	

**COMMERCIAL**

<b>Sub-Total November 2016</b>	<b>\$535,145.52</b>		<b>528,185.84</b>	<b>6,959.68</b>	<b>0.00</b>	<b>0.00</b>
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**NECSP**

Fees Exempt AB181 For November	528,185.84
Fees Paid AB181 For November	6,959.68
Fees Paid SB50 For November	-
<b>Fees Exempt AB181 To Date:</b>	<b>537,340.44</b>
<b>Fees Paid AB181 To Date:</b>	<b>281,071.14</b>
<b>Fees Paid SB 50 To Date</b>	<b>-</b>
<b>Fifth &amp; Patterson Paid to Date</b>	<b>-</b>

**DECEMBER 2016~**

**RESIDENTIAL**

12/12/16	Arroyo, Arcelia	608 Beverly Dr.	3260	200-0-311-390	78	Addition	567.84	
12/22/16	Graf, Phillip	444 S. F Street	3350	202-0-075-090	499	Addition	3,632.72	

**COMMERCIAL**

<b>Sub-Total December 2016</b>	<b>\$4,200.56</b>		<b>3,632.72</b>	<b>567.84</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For December	3,632.72
Fees Paid AB181 For December	567.84
Fees Paid SB50 For December	-
Fifth & Patterson Paid for December	-
<b>Fees Exempt AB181 To Date:</b>	<b>540,973.16</b>
<b>Fees Paid AB181 To Date:</b>	<b>281,638.98</b>
<b>Fees Paid SB50 To Date:</b>	<b>-</b>
<b>Fifth &amp; Patterson Paid to Date</b>	<b>-</b>

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2016-17

**JANUARY 2017~**

**RESIDENTIAL**

01/11/17	Bass, William	4960 Dolphin Way	8760	191-0-115-135	340		2,475.20		
01/12/17	Lubisich	4951 Coral Way	8745	191-0-112-315	1,320			9,609.60	
01/25/17	Casillas, Henry-HCO Holdings	161 N. Garfield Ave.	2630	201-0-123-020	1,350			9,828.00	refunded \$4,914.00
01/25/17	Casillas, Henry-HCO Holdings	165 N. Garfield Ave.	2630	201-0-123-020	1,350			9,828.00	refunded \$4,914.00
01/25/17	Casillas, Henry-HCO Holdings	164 N. Grant Ave.	2630	201-0-123-020	1,350			9,828.00	refunded \$4,914.00
01/25/17	Casillas, Henry-HCO Holdings	168 N. Grant Ave.	2630	201-0-123-020	1,350			9,828.00	refunded \$4,914.00

**COMMERCIAL**

1/12/2017	Anderson Construction	800 N. Del Norte Blvd.		216-0-212-115	993			367.41	
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<b>Sub-Total January 2017</b>	<b>\$51,764.21</b>			<b>2,475.20</b>	<b>49,289.01</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For January	2,475.20
Fees Paid AB181 For January	49,289.01
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	-

<b>Fees Exempt AB181 To Date:</b>	<b>543,448.36</b>
<b>Fees Paid AB181 To Date:</b>	<b>330,927.99</b>
<b>Fees Paid SB50 To Date:</b>	-
<b>Fifth &amp; Patterson Paid to Date</b>	-

**FEBRUARY 2017 ~**

**RESIDENTIAL**

02/06/17	Moraga, Rick	1710 Helm Dr.	6700	187-0-173-045	56	Addition	203.84		
02/06/17	Kucfery, Anne	2131 Kingsbridge Way	5424	188-0-088-125	182	Addition	662.48		
02/06/17	Renovation Builders-McGill	2501 Miramar Place	5740	186-0-021-120	499	Addition	1,816.36		
02/07/17	Rodarte, Gloria	1640 McLoughlin Ave.	5840	183-0-371-055	287	Addition	1,044.68		
02/07/17	Mr. & Mrs. Tipton	2227 Vista del Mar	8800	191-0-400-205	81	Addition	294.84		
02/07/17	Graf, Phillip	444 South E Street	3350	202-0-075-090	499	Addition	1,816.36		
02/14/17	TRI Pointe Homes	1971 Anchor Ave, 5 units	6880	187-0-230-015	8061	New		29,342.04	
02/14/17	TRI Pointe Homes	3761 W. Hemlock, 4 units	6770	187-0-230-015	9923	New		36,119.72	
02/16/17	Ramirez Cardenas, Maria	961 W. Kamala Street	4400	205-0-301-125	475	Addition	1,729.00		
02/24/17	Murillo, Alejandro	156 W. Fir Avenue	3670	203-0-222-150	879	Addition		3,199.56	
02/27/17	Ravello River Ridge 152, LLC	The Gallery at River Ridge		179-0-040-170	99602	New		344,622.92	
02/27/17	Ravello River Ridge 152, LLC	The Gallery at River Ridge		179-0-040-180		New		17,928.36	

**COMMERCIAL**

<b>Sub-Total February 2017</b>	<b>\$438,780.16</b>			<b>7,567.56</b>	<b>431,212.60</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For February	7,567.56
Fees Paid AB181 For February	431,212.60
Fees Paid SB50 For February	-
Fifth & Patterson Paid for February	-

<b>Fees Exempt AB181 To Date:</b>	<b>551,015.92</b>
<b>Fees Paid AB181 To Date:</b>	<b>762,140.59</b>
<b>Fees Paid SB50 To Date:</b>	-
<b>Fifth &amp; Patterson Paid to Date</b>	-

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2016-17

**MARCH 2017-**

**RESIDENTIAL**

03/07/17	Vreeke, Lori	20161 Greencastle Way	7920	188-0-055-085	3,383	New		12,314.12
03/10/17	Garcia, Benjamin	316 & 318 S. "D" Street	3320	202-0-083-140	2,956	New		10,759.84
03/23/17	TRI Pointe Homes	Islander Walk, Victoria Ave.	6770	187-0-230-015	20,921	New		76,152.44
03/23/17	Dexter, Glenn	1440 Deckside Ct.	6640	187-0-025-435	92	Addition	334.88	
03/23/17	Laburu, Chris	1290 W. Cedar St.	4320	203-0-142-240	468	Addition	1,703.52	
03/30/17	Tovar, Javier	2701 Daffodil Ct.	5445	181-0-144-225	675	Addition		2,457.00
03/30/17	Raulinaitis, Sig	2010 Jamestown Way	7930	188-0-053-035	229	Addition	833.56	

**COMMERCIAL**

<b>Sub-Total March 2017</b>	<b>\$104,555.36</b>			<b>2,871.96</b>	<b>101,683.40</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For March	2,871.96
Fees Paid AB181 For March	101,683.40
Fees Paid SB50 For March	-
Fifth & Patterson Paid for March	-
<b>Fees Exempt AB181 To Date:</b>	<b>553,887.88</b>
<b>Fees Paid AB181 To Date:</b>	<b>863,823.99</b>
<b>Fees Paid SB50 To Date:</b>	<b>-</b>
<b>Fifth &amp; Patterson Paid to Date</b>	<b>-</b>

**April 2017 ~**

**RESIDENTIAL**

04/10/17	Kahn, Tim	2231 Laurel Valley Place	5240	179-0-161-035	373	Addition	1,383.83	rec'd. 7/14/17 via email
04/20/17	Torres, Olga Patricia	2710 Geronimo Drive	1945	220-0-084-175	323	Addition	1,198.33	rec'd. 7/14/17 via email
04/19/17	Lopez, Daniel	312 E. Iris Street	2970	204-0-142-030	253	Addition	938.63	rec'd. 7/14/17 via email

**COMMERCIAL**

<b>Sub-Total April 2017</b>	<b>\$3,520.79</b>			<b>3,520.79</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For April	3,520.79
Fees Paid AB181 For April	-
Fees Paid SB50 For April	-
<b>Fees Exempt AB181 To Date:</b>	<b>557,408.67</b>
<b>Fees Paid AB181 To Date:</b>	<b>863,823.99</b>
<b>Fees Paid SB50 To Date:</b>	<b>-</b>
<b>Fifth &amp; Patterson Paid to Date</b>	<b>-</b>

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2016-17

**MAY 2017~**

**RESIDENTIAL**

5/2/2017	Chun, Duk	5118 Whitecap Street	8725	191-0-073-135	34	Addition	126.14
5/25/2017	Lupe Ramirez	2231 Byrd Drive	1965	220-0-241-255	396	Addition	1,469.16

**COMMERCIAL**

5/15/2017	Benjamin Lewon	2040 Eastman Ave.	2110	216-0-193-185	25,351	New	9,379.87
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<b>Sub-Total May 2017</b>	<b>\$10,975.17</b>		<b>1,595.30</b>	<b>9,379.87</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For May	1,595.30
Fees Paid AB181 For May	9,379.87
Fees Paid SB50 For May	-
Fifth & Patterson Paid for May	-

<b>Fees Exempt AB181 To Date:</b>	<b>559,003.97</b>
<b>Fees Paid AB181 To Date:</b>	<b>873,203.86</b>
<b>Fees Paid SB50 To Date:</b>	-
<b>Fifth &amp; Patterson Paid To Date</b>	-

**JUNE 2017~**

**RESIDENTIAL**

06/14/17	TRI Pointe Homes, Inc.	3763 Islander Walk/Jellyfish Lane	8765/6880	187-0-237-145	12,489	New	46,334.19
06/14/17	TRI Pointe Homes, Inc.	3741 Islander Walk/Jellyfish Lane	8765/6880	187-0-237-025	12,489	New	46,334.19
06/27/17	Central Coast Eng./Ralph Casil	5323 Beachcomber Street	8715	191-0-053-095	2,441	New	9,056.11

**COMMERCIAL**

06/27/17	Ricardo Suarez/Oralia's Bakery	942 W. Wooley Road	3560	203-0-042-220	1,676	Addition	620.12
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<b>Sub-Total June 2017</b>	<b>\$102,344.61</b>		<b>0.00</b>	<b>102,344.61</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For June	-
Fees Paid AB181 For June	102,344.61
Fees Paid SB50 For June	-
Fifth & Patterson Paid for June	-

<b>Grand Totals</b>	
<b>Fees Exempt AB181 To Date:</b>	<b>559,003.97</b>
<b>Fees Paid AB181 To Date:</b>	<b>975,548.47</b>
<b>Fees Paid SB50 To Date:</b>	-
<b>Fifth &amp; Patterson Paid To Date</b>	-

<b>Grand Total All</b>	<b>\$ 1,534,552.44</b>					
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**REFUNDS**

10/04/17	Port 121 LLC	ck.#5007059252; refund 1865 @ 3.64; commercial not residential	(6,098.55)
03/01/17	Casillas, Henry-HCO Holdings	ck.#5007062036; refund 4 projects ea 1350 @ 3.64; billed @ 7.28	(19,656.00)
<b>Total Refunds</b>			<b>(25,754.55)</b>

<b>2016-2017 ADJUSTED TOTAL RECEIVED</b>	<b>\$</b>		<b>949,793.92</b>			
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OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2015-16

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T
<b>July 2015~</b>										
<b>RESIDENTIAL</b>										
07/01/15	Vigil, Saul	262 E. Cedar Street	2830	204-0-081-340	499	Addition	1,526.94			
07/08/15	Chappell, Dylan	2221 S. Victoria Ave.	7900	188-0-013-255	144	Addition	440.64			
07/14/15	Becker, John	4430 Meridian Ave.	7940	188-0-081-045	42	Addition	128.52			
07/30/15	Covarrubias, Faustino	920 Juneberry	4000	139-374-185	50	Addition	153.00			
<b>COMMERCIAL</b>										
<b>Sub Total July 2015</b>		<b>\$2,249.10</b>					<b>2,249.10</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For July 2,249.10										
Fees Paid AB181 For July -										
Fees Paid SB50 For July -										
<b>Fees Exempt AB181 To Date: 2,249.10</b>										
<b>Fees Paid AB181 To Date: -</b>										
<b>Fees Paid SB50 To Date: -</b>										
<b>August 2015~</b>										
<b>RESIDENTIAL</b>										
08/10/15	Nunn, Dolores	5420 Driftwood Street	8705	191-0-043-085	140	Addition	428.40			
08/10/15	Vega, Pedro	1814 La Puerta Avenue	1680	216-0-173-035	127	Addition	388.62			
08/20/15	Hernandez, John & Teresa	324 E. Juniper Street	2970	204-0-151-030	266	Addition	813.96			
08/27/15	Adams, Douglas	4445 Gateshead Bay	7875	061-188-100-295	145	Addition	443.70			
<b>COMMERCIAL</b>										
08/21/15	HMAH Van Nuys Center, LLC	1551 Pacific Avenue	2200	220-0-301-285	27760	New		9,882.56		
<b>Sub-Total August 2015</b>		<b>\$9,882.56</b>					<b>2,074.68</b>	<b>9,882.56</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For August 2,074.68										
Fees Paid AB181 For August 9,882.56										
Fees Paid SB50 For August -										
<b>Fees Exempt AB181 To Date: 4,323.78</b>										
<b>Fees Paid AB181 To Date: 9,882.56</b>										
<b>Fees Paid SB50 To Date: -</b>										

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2015-16

**SEPTEMBER 2015 ~**

**RESIDENTIAL**

09/03/15	Allen, Adel	4855 Oceanaire Street	8770	191-0-163-105	125	Addition	382.50
09/14/15	Showers, Casey	2354 Vina del Mar	8800	15-3111	150	Addition	459.00
09/16/15	Ramirez, Oscar A.	2140 Ravoli Dr.	7910	188-0-043-125	120	Addition	367.20
09/29/15	City of Oxnard	201 Imperial Street	1635	216-0-137-015	410	Addition	145.96

**COMMERCIAL**

<b>Sub-Total September 2015</b>	<b>1,354.66</b>		<b>1,354.66</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For September	1,354.66
Fees Paid AB181 For September	-
Fees Paid SB50 For September	-

<b>Fees Exempt AB181 To Date:</b>	<b>5,678.44</b>
<b>Fees Paid AB181 To Date:</b>	<b>9,882.56</b>
<b>Fees Paid SB50 To Date:</b>	-

**OCTOBER 2015~**

**RESIDENTIAL**

10/21/15	Raygoza, Ignacio	125 Ash Street	2820	204-071-180	414	Addition	1,266.84
10/30/15	TRI Pointe Homes	1840 S. Victoria Ave.	6770	110-116	12,489	New	38,216.34

**COMMERCIAL**

<b>Sub Total October 2015</b>	<b>\$39,483.18</b>		<b>1,266.84</b>	<b>38,216.34</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exemp AB181 For October	1,266.84
Fees Paid AB181 For October	38,216.34
Fees Paid SB50 For October	0.00
	0.00

<b>Fees Exempt AB181 To Date:</b>	<b>6,945.28</b>
<b>Fees Paid AB181 To Date:</b>	<b>48,098.90</b>
<b>Fees Paid SB50 To Date:</b>	-

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2015-16

**NOVEMBER 2015 ~**

**RESIDENTIAL**

11/12/15	Robert Zeilon	5209 Whitecap	8725	191-0-072-035	3,260	New		9,975.60
11/16/15	Guzman, Ramon	306 E. Date Street	2830	204-0-092-020	499	Addition	1,526.94	
11/17/15	Watson, Billy & Janice	1341 Lawrence Way	5740	183-0-301-125	300	Addition	918.00	
11/17/15	Eubanks, Maria	1400 Fathom Dr.	6640	187-0-024-065	253	Addition	774.18	
11/20/15	Hill, Brian	5221 Seabreeze Way	8720	191-064-345	158	Addition	483.48	

**COMMERCIAL**

<b>Sub-Total November 2015</b>	<b>\$13,678.20</b>		<b>3,702.60</b>	<b>9,975.60</b>	<b>0.00</b>	<b>0.00</b>
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**NECSP**

Fees Exempt AB181 For November	3,702.60
Fees Paid AB181 For November	9,975.60
Fees Paid SB50 For November	0.00

<b>Fees Exempt AB181 To Date:</b>	<b>10,647.88</b>
<b>Fees Paid AB181 To Date:</b>	<b>58,074.50</b>
<b>Fees Paid SB 50 To Date</b>	-
<b>Fifth &amp; Patterson Paid to Date</b>	-

**DECEMBER 2015~**

**RESIDENTIAL**

12/01/15	Escobar, Juan	1214 Poplar Street	4450	205-0-195-105	496	Addition	1,517.76	
12/02/15	Oxnard Shores Company LLC	5540 W. 5th St. (2 new mobile homes)	8700	191-0-021-035	5,768	New		17,650.08
12/10/15	Miramontes, Donaciano	1198 South J Street	3560	203-031-360	938	Addition		2,870.28
12/17/15	Garcia, Mary Jane	935 Mandalay Beach Road	8720	191-0-051-100	1,311	New		4,011.66
12/23/15	Voss, Dan	4490 Eastbourne Bay	7870	188-0-110-435	4,524	New		13,843.44

**COMMERCIAL**

<b>Sub-Total December 2015</b>	<b>\$39,893.22</b>		<b>1,517.76</b>	<b>38,375.46</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For December	1,517.76
Fees Paid AB181 For December	38,375.46
Fees Paid SB50 For December	-
Fifth & Patterson Paid for December	\$0.00

<b>Fees Exempt AB181 To Date:</b>	<b>12,165.64</b>
<b>Fees Paid AB181 To Date:</b>	<b>96,449.96</b>
<b>Fees Paid SB50 To Date:</b>	-
<b>Fifth &amp; Patterson Paid to Date</b>	-

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITES DEVELOPER FEES REPORT  
FISCAL YEAR 2015-16

**JANUARY 2016~**

**RESIDENTIAL**

01/12/16	Wazana, Yoel	1586 Viewpoint Dr.	7765	188-0-192-205	121	Addition	370.26
01/21/16	Life Cycle Properties, Inc.	238 Douglas Ave.	3200	200-244-220	213	Addition	651.78

**COMMERCIAL**

<b>Sub-Total January 2016</b>	<b>\$1,022.04</b>		<b>1,022.04</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For January	1,022.04
Fees Paid AB181 For January	-
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	\$0.00
<b>Fees Exempt AB181 To Date:</b>	<b>13,187.68</b>
<b>Fees Paid AB181 To Date:</b>	<b>96,449.96</b>
<b>Fees Paid SB50 To Date:</b>	<b>-</b>

**FEBRUARY 2016 ~**

**RESIDENTIAL**

02/02/16	Tonin, Bruno	4531 Lyme Bay	7930	188-0-086-045	446	Addition	1,364.76
02/02/16	TRI Pointe Homes, Inc.	3651,3661,3671,3681W. Hemlock & 1	6750	187-0-060-095	9923	New	30,364.38
02/02/16	TRI Pointe Homes, Inc.	3601,3611,3621&3631W. Hemlock	6750	187-0-060-095	8061	New	24,666.66
02/03/16	Vincent, Robert	2140 Cold Stream Ct.	5250	179-0-111-795	846	Addition	2,588.76
02/25/16	Serna, Elisa	131 S. Juanita Avenue	2605	201-0-145-055	65	Addition	198.90
02/25/16	MRB Holdings, LLC	2424 Monaco Drive	7900	188-0-021-325	976	Addition	2,986.56
02/29/16	Sandefor, James	861 Mandalay Beach Road	8715	191-0-041-375	3976	New	12,166.56

**COMMERCIAL**

02/08/16	Canyon Cardiff Oxnard LLC	440 N. Rose Avenue	1675	216-0-061-075	6,818	New	2,427.21
02/11/16	Carl's Jr. Restaurnats LLC	480 N. Rose Avenue	1675	216-0-061-09	3,016	New	1,073.70

<b>Sub-Total February 2016</b>	<b>\$77,837.49</b>		<b>1,563.66</b>	<b>76,273.83</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For February	1,563.66
Fees Paid AB181 For February	76,273.83
Fees Paid SB50 For February	-
Fifth & Patterson Paid for February	\$0.00
<b>Fees Exempt AB181 To Date:</b>	<b>14,751.34</b>
<b>Fees Paid AB181 To Date:</b>	<b>172,723.79</b>
<b>Fees Paid SB50 To Date:</b>	<b>-</b>
<b>Fifth &amp; Patterson Paid to Date</b>	<b>-</b>

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2015-16

**MARCH 2016~**

**RESIDENTIAL**

**COMMERCIAL**

<b>Sub-Total March 2016</b>	<b>\$0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For March	-
Fees Paid AB181 For March	-
Fees Paid SB50 For March	-
Fifth & Patterson Paid for March	\$0.00

<b>Fees Exempt AB181 To Date:</b>	<b>14,751.34</b>
<b>Fees Paid AB181 To Date:</b>	<b>172,723.79</b>
<b>Fees Paid SB50 To Date:</b>	<b>-</b>
<b>Fifth &amp; Patterson Paid to Date</b>	<b>0.00</b>

**April 2016 ~**

**RESIDENTIAL**

04/01/16	West Coast Bldg. Design	2031 Peninsula Road	7910	188-0-044-205	70	Addition	214.20	
04/05/16	TRI Pointe Homes, Inc.	7 homes @ Islander Walk&Jellyfish Lr	8765	187-0-060-095	14,036	New	42,950.16	
04/05/16	TRI Pointe Homes, Inc.	5 homes @ Islander Walk&Jellyfish Lr	8765	187-0-060-095	9,863	New	30,180.78	
04/06/16	Cabrera, Guillermo	1111 W. First Street	4160	202-0-233-335	987	Addition	3,020.22	
04/15/16	OG Construction, Garcia,Oscar	1401 Gallatin Place	5355	181-0-072-185	632	Addition	1,933.92	
04/18/16	Central Coast Engineering	5146 Sandpiper Way	8270	191-0-064-105	3,029	New	9,268.74	
04/18/16	Central Coast Engineering	5232 Sandpiper Way	8270	191-0-064-035	3,029	New	9,268.74	
04/20/16	Garcia, Jose	144 S. Hayes Avenue	2645	201-0-114-130	1,208	New	3,696.48	

**COMMERCIAL**

<b>Sub-Total April 2016</b>	<b>\$100,533.24</b>		<b>214.20</b>	<b>100,319.04</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For April	214.20
Fees Paid AB181 For April	100,319.04
Fees Paid SB50 For April	-

<b>Fees Exempt AB181 To Date:</b>	<b>14,965.54</b>
<b>Fees Paid AB181 To Date:</b>	<b>273,042.83</b>
<b>Fees Paid SB50 To Date:</b>	<b>-</b>

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2015-16

**MAY 2016~**

**RESIDENTIAL**

05/17/16	Soto,Jose	1232 W. Juniper Street	4405	203-0-233-175	854	Addition	3,108.56				
<b>Sub-Total May 2016</b>							<b>\$3,108.56</b>	<b>0.00</b>	<b>3,108.56</b>	<b>0.00</b>	<b>0.00</b>

Fees Exempt AB181 For May	-
Fees Paid AB181 For May	3,108.56
Fees Paid SB50 For May	0
Fifth & Patterson Paid for May	0
<b>Fees Exempt AB181 To Date:</b>	<b>14,965.54</b>
<b>Fees Paid AB181 To Date:</b>	<b>276,151.39</b>
<b>Fees Paid SB50 To Date:</b>	<b>-</b>
<b>Fifth &amp; Patterson Paid To Date</b>	<b>0.00</b>

**JUNE 2016~**

**RESIDENTIAL**

06/07/16	Mertz, Richard	2304 Monaco Dr.	7900	188-0-022-055	148	Addition	538.72		
06/07/16	ASR Construction	1303 Mandalay Beach	8745	900-0-022-015	45	Addition	163.80		
06/07/16	ASR Construction	1305 Mandalay Beach	8745	900-0-023-015	45	Addition	163.80		
06/07/16	Fereria, Ashley	2731 Geronimo Dr.	1945	220-0-083-235	408	Addition	1,485.12		
06/13/16	Renteria, Oscar	1305 Lawrence Way	5740	183-0-301-065	336	Addition	1,223.04		
06/14/16	TRIPointe Homes	3701,3703,3705,3707 Islander Walk		187-0-060-115	8,001	New		29,123.64	
06/14/16	TRIPointe Homes	3652 Jellyfish,3657-3669 Islander Walk		187-0-060-115	14,395	New		52,397.80	
06/14/16	TRIPointe Homes	3664 Islander Walk,3651 Hana Ct.,1910-1950 Anc		187-0-060-115	12,429	New		45,241.56	
06/14/16	TRIPointe Homes	3652-3662 Islander Walk		187-0-060-115	12,429	New		45,241.56	
06/14/16	Harding, Bruce-ASPEN Con.	2220 Southern Hill Dr.	5240	179-0-142-035	624	Addition		2,271.36	
06/20/16	Santoyo, Jose	2321 South K Street	4410	205-0-304-075	635	Addition		2,311.40	
06/30/16	Guzman, Jaime	300 North I Street	4150	200-0-284-170	642	Addition		2,336.88	

**COMMERCIAL**

06/01/16	Viola, Michael	1601 N. Oxnard Blvd.	3000	200-0-334-075	73	Addition	27.01				
<b>Sub-Total June 2016</b>							<b>\$182,525.69</b>	<b>3,601.49</b>	<b>178,924.20</b>	<b>0.00</b>	<b>0.00</b>

**ANNUAL RECAP**

Fees Exempt AB181 For June	3,601.49
Fees Paid AB181 For June	178,924.20
Fees Paid SB50 For June	0.00
Fifth & Patterson Paid for June	0.00
<b>Grand Totals</b>	
<b>Fees Exempt AB181 To Date:</b>	<b>18,567.03</b>
<b>Fees Paid AB181 To Date:</b>	<b>455,075.59</b>
<b>Fees Paid SB50 To Date:</b>	<b>-</b>
<b>Fifth &amp; Patterson Paid To Date</b>	<b>-</b>

<b>Grand Total All</b>	<b>\$ 473,642.62</b>
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**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
<b>July 2014~</b>										
<b>RESIDENTIAL</b>										
07/08/14	Nunez, Belen	1025 Inlet Drive	4230	202-0-264-095	416	Addition	1376.96			
07/16/14	Perske, Fredrick	2200 Eastridge Ct.	5240	179-0-141-545	202	Addition	668.62			
07/29/14	Flores, Aron	1800 Arcadia St.	2910	204-0-121-165	428	Addition	1,416.68			
<b>COMMERCIAL</b>										
<b>Sub Total July 2014</b>		<b>\$3,462.26</b>					<b>3,462.26</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exempt AB181 For July		3,462.26								
Fees Paid AB181 For July		-								
Fees Paid SB50 For July		-								
<b>Fees Exempt AB181 To Date:</b>		<b>3,462.26</b>								
<b>Fees Paid AB181 To Date:</b>		<b>-</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>August 2014~</b>										
<b>RESIDENTIAL</b>										
08/04/14	Ivy Sudjati	8 Carriage Square	3000	200-0-333-095	589	Addition		1,949.59		
08/04/14	Contreras, Maria G.	451 Kohala Street	1635	216-0-121-165	468	Addition	1,549.08			
08/08/14	Theiman, Peggy	631 Hazelwood	3070	200-0-341-025	153	Addition	506.43			
08/11/14	Huff, Annette	1200 Gina Drive	5310	181-0-191-295	3849	New		12,740.19		
08/13/14	Rodriguez, Enrique	406 W. Elm Street	3650	203-0-183-140	407	New	1,347.17			
08/14/14	O'Brien John J.	4450 Meridian Ave	7940	188-0-081-025	60	Addition	198.60			
08/21/14	Harwood, Mary Ellen	5242 Reef Way	8710	191-0-034-155	395	Addition	1,307.45			
08/22/14	Cano, German	865 Saratoga Street	5615	183-0-171-055	953	Addition		3,154.43		
08/22/14	R. Sandefer Construction	5221 Reef Way	8710	191-033-395	3253	New		10,767.43		
08/22/14	R. Sandefer Construction	5201 Reef Way	8710	191-033-415	3126	New		10,347.06		
08/22/14	R. Sandefer Construction	5211 Reef Way	8710	191-033-405	3407	New		11,277.17		
08/26/14	Valdez-Segura, Monica	1102 Sonia Dr.	2000	215-112-045	222	Addition	734.82			
<b>COMMERCIAL</b>										
<b>Sub-Total August 2014</b>		<b>\$48,286.28</b>					<b>5,643.55</b>	<b>50,235.87</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For August		5,643.55								
Fees Paid AB181 For August		50,235.87								
Fees Paid SB50 For August		-								
<b>Fees Exempt AB181 To Date:</b>		<b>9,105.81</b>								

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT	
<b>Fees Paid AB181 To Date:</b>		<b>50,235.87</b>									
<b>Fees Paid SB50 To Date:</b>		<b>-</b>									
<b>SEPTEMBER 2014 ~</b>											
<b>RESIDENTIAL</b>											
09/03/14	Alvarado, Juan	2734 Geronimo Drive	1945	220-0-084-145	540	Addition		1,787.40			
09/03/14	Cruz, Cesar	2250 Kinsbridge Ln.	7940	188-0-067-045	444	Addition	1,469.64				
09/04/14	Vega, Pedro	644 N. "H" Street	3240	200-0-186-145	265	Addition		877.15			
09/25/14	Terraza De Las Cortes, L.P.	225 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94			
09/25/14	Terraza De Las Cortes, L.P.	235 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94			
09/25/14	Terraza De Las Cortes, L.P.	255 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94			
09/25/14	Terraza De Las Cortes, L.P.	245 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94			
09/25/14	Terraza De Las Cortes, L.P.	201 Carmelita Ct.	2135	201-090-115	1,876	New		6,209.56			
<b>COMMERCIAL</b>											
<b>Sub-Total September 2014</b>		<b>212,571.51</b>					<b>1,469.64</b>	<b>211,101.87</b>	<b>0.00</b>	<b>\$0.00</b>	
Fees Exempt AB181 For September		1,469.64									
Fees Paid AB181 For September		211,101.87									
Fees Paid SB50 For September		-									
<b>Fees Exempt AB181 To Date:</b>		<b>10,575.45</b>									
<b>Fees Paid AB181 To Date:</b>		<b>261,337.74</b>									
<b>Fees Paid SB50 To Date:</b>		<b>-</b>									
<b>OCTOBER 2014 ~</b>											
<b>RESIDENTIAL</b>											
10/09/14	Schlesinger, Bill	2220 Southern Hill Dr.	5240	179-0-142-035	417	Addition	1,380.27				
10/14/14	Waldo, Denise	1034 W. Beverly Dr.	4150	200-283-010	1,904	Addition		\$6,302.24			
10/15/14	Mercer, Roxy	2340 Oneida Pl.	5355	181-0-073-025	112	Addition	370.72				
10/17/14	Franco, Laura	1313 W. Cedar Street	4320	203-0-092-220	488	Addition	1,615.28				
10/30/14	Rico, Dora	1139 Doris Avenue	4130	200-0-172-380	37	Addition	122.47				
<b>COMMERCIAL</b>											
10/4/2014	Cabrillo Economic Dev. Corp	902 Donlon Ave.	2700	201-0-281-145	794	Addition		\$282.66			
<b>Sub Total October 2014</b>		<b>\$10,073.64</b>					<b>3,488.74</b>	<b>\$6,584.90</b>	<b>0.00</b>	<b>\$0.00</b>	
Fees Exemp AB181 For October		3,488.74									
Fees Paid AB181 For October		\$6,584.90									
Fees Paid SB50 For October		\$0.00									
Fees Exempt AB181 To Date:		14,064.19									
Fees Paid AB181 To Date:		267,922.64									
Fees Paid SB50 To Date:		-									

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
<b>NOVEMBER 2014 ~</b>										
<b>RESIDENTIAL</b>										
11/13/14	Muneef & Mona Taian	2001 Hazeltine Dr.	6100	383-179-270-115	825	Addition		\$2,730.75		
<b>COMMERCIAL</b>										
<b>Sub-Total November 2014</b>		<b>\$2,730.75</b>					<b>\$0.00</b>	<b>\$2,730.75</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NECSP</b>										
Fees Exempt AB181 For November		\$0.00								
Fees Paid AB181 For November		\$2,730.75								
Fees Paid SB50 For November		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>14,064.19</b>								
<b>Fees Paid AB181 To Date:</b>		<b>270,653.39</b>								
Fees Paid SB 50 To Date		-								
Fifth & Patterson Paid to Date		-								
<b>DECEMBER 2014~</b>										
<b>RESIDENTIAL</b>										
12/01/14	Flores, Alicia	1051 W. Kamala Street	4400	205-301-065	406	Addition	1,343.86			
12/03/14	Switzler, Nancy	218 S. G Street	3340	202-0-072-110	390	Addition	\$1,290.90			
12/03/14	Chavez, Jesus	1120 W. Deodar Ave.	4140	200-0-272-100	12	Addition	\$39.72			
12/04/14	Cano, Juan	410 N. Gibraltar Street	1630	216-083-045	435	Addition	\$1,439.85			
<b>COMMERCIAL</b>										
<b>Sub-Total December 2014</b>		<b>\$4,114.33</b>					<b>4,114.33</b>	<b>-</b>	<b>0.00</b>	<b>-</b>
Fees Exempt AB181 For December		4,114.33								
Fees Paid AB181 For December		-								
Fees Paid SB50 For December		-								
Fifth & Patterson Paid for December		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>18,178.52</b>								
<b>Fees Paid AB181 To Date:</b>		<b>270,653.39</b>								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid to Date		-								
<b>JANUARY 2015~</b>										
<b>RESIDENTIAL</b>										

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT	
01/20/15	Browning, Alexis	4334 Meridian Ave	7940	188-0-066-075	775	Addition		2,565.25			
01/20/15	Federis, Ashley	1218 South G Street	3530	203-050-100	213	Addition	705.03				
01/29/15	Grant, David	1131 Capri Way	8740	191-091-215	5,240	New		17,344.40			
<b>COMMERCIAL</b>											
<b>Sub-Total January 2015</b>		<b>\$20,614.68</b>						<b>705.03</b>	<b>19,909.65</b>	<b>0</b>	<b>\$0.00</b>
Fees Exempt AB181 For January		705.03									
Fees Paid AB181 For January		19,909.65									
Fees Paid SB50 For January		-									
Fifth & Patterson Paid for January		\$0.00									
<b>Fees Exempt AB181 To Date:</b>		<b>18,883.55</b>									
<b>Fees Paid AB181 To Date:</b>		<b>290,563.04</b>									
<b>Fees Paid SB50 To Date:</b>		<b>-</b>									
<b>FEBRUARY 2015 ~</b>											
<b>RESIDENTIAL</b>											
02/25/15	Chavez, Alfonso	2441 South L Street	4410	205-312-055	1,500	Addition		4,965.00			
02/26/15	Lorenzen, Todd	515 E. Laurel Street	2950	204-191-275	617	Addition		2,042.27			
<b>COMMERCIAL</b>											
<b>Sub-Total February 2015</b>		<b>\$7,007.27</b>						<b>0.00</b>	<b>7,007.27</b>	<b>-</b>	<b>\$0.00</b>
Fees Exempt AB181 For February		-									
Fees Paid AB181 For February		7,007.27									
Fees Paid SB50 For February		-									
Fifth & Patterson Paid for February		\$0.00									
<b>Fees Exempt AB181 To Date:</b>		<b>18,883.55</b>									
<b>Fees Paid AB181 To Date:</b>		<b>297,570.31</b>									
<b>Fees Paid SB50 To Date:</b>		<b>-</b>									
<b>Fifth &amp; Patterson Paid to Date</b>		<b>-</b>									
<b>MARCH 2015~</b>											
<b>RESIDENTIAL</b>											
03/05/15	GM Builders	5142 Marlin Way	8760	191-0-133-195	165	Addition	546.15				
03/16/15	Chan, Patricia	5343 Surfrider Way	8715	191-0-052-055	278	Addition	920.18				
03/17/15	Mendoza, Alejandro	1256 South I Street	3560	203-0-044-150	1,812	New		5,997.72			
03/17/15	Alfaro, Eduardo	144 North I Street	4160	202-0-021-330	498	Addition	1,648.38				
03/19/15	Vega, Pedro	1641 McLoughlin Avenue	5840	183-0-373-045	200	Addition	662.00				
03/20/15	Gerstl, Theodore	2161 S. Victoria Avenue	7900	188-0-013-135	468	Addition	1,549.08				
03/01/15	Francis, Michael	5436 Reef Way	8710	191-0-045-055	118	Addition	390.58				

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
<b>COMMERCIAL</b>										
<b>Sub-Total March 2015</b>		<b>\$11,714.09</b>					<b>5,716.37</b>	<b>5,997.72</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For March		5,716.37								
Fees Paid AB181 For March		5,997.72								
Fees Paid SB50 For March		-								
Fifth & Patterson Paid for March		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>24,599.92</b>								
<b>Fees Paid AB181 To Date:</b>		<b>303,568.03</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid to Date</b>		<b>0.00</b>								
<b>April 2015 ~</b>										
<b>RESIDENTIAL</b>										
04/06/15	Cruz, Cesar	4540 Eastbourne Bay	7870	188-091-195	800	Addition		2,648.00		
04/07/15	Vazquez Serna, Ruben	1045 W. Fir Avenue	4330	203-150-185	499	Addition	1,651.69			
04/17/15	Melgoza, Carlos	944 King Street	3520	202-165-250-025	112	Addition	342.72			
04/21/15	Tostado, Juan	651 Deodar Avenue	3250	200-301-160	180	Addition	550.80			
04/22/15	Renovation Builders	1131 W. First Street	4160	202-233-315	470	Addition	1,438.20			
04/23/15	Gerber, Karl	4030 W. Hemlock Street	7910	188-0-041-045	522	Addition		1,597.32		
04/28/15	Escalera, Jorge	2721 W, Hemlock	5850	183-404-105	1,308	Addition		4,002.48		
<b>COMMERCIAL</b>										
<b>Sub-Total April 2015</b>		<b>\$12,231.21</b>					<b>3,983.41</b>	<b>8,247.80</b>	<b>-</b>	<b>\$0.00</b>
Fees Exempt AB181 For April		3,983.41								
Fees Paid AB181 For April		8,247.80								
Fees Paid SB50 For April		-								
<b>Fees Exempt AB181 To Date:</b>		<b>28,583.33</b>								
<b>Fees Paid AB181 To Date:</b>		<b>311,815.83</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>MAY 2015-</b>										
<b>RESIDENTIAL</b>										
<b>Sub-Total May 2015</b>		<b>\$0.00</b>					<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0</b>

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
Fees Exempt AB181 For May	-									
Fees Paid AB181 For May	-									
Fees Paid SB50 For May	0									
Fifth & Patterson Paid for May	0									
<b>Fees Exempt AB181 To Date:</b>	<b>28,583.33</b>									
<b>Fees Paid AB181 To Date:</b>	<b>311,815.83</b>									
<b>Fees Paid SB50 To Date:</b>	<b>-</b>									
<b>Fifth &amp; Patterson Paid To Date</b>	<b>0.00</b>									
<b>JUNE 2015~</b>										
<b>RESIDENTIAL</b>										
06/02/15	Melena, Geno	1230 Hibiscus Street	4050	139-0-113-135	163	Addition	498.78			
06/03/15	Cruz Contruction/Cruz, Cesa	412 Roderick Ave.	3240	200-0-233-080	620	Addition		1,897.20		
06/08/15	Strawberry Fields Estates	1041 Oneida Ct.	5330	181-191-275	2,258	New		6,909.48		
06/08/15	Strawberry Fields Estates	1071 Oneida Ct.	5330	181-191-275	2,887	New		8,834.22		
06/08/15	Strawberry Fields Estates	1051 Oneida Ct.	5330	181-191-275	2,258	New		6,909.48		
06/08/15	Strawberry Fields Estates	1061 Oneida Ct.	5330	181-191.275	2,887	New		8,834.22		
06/09/15	Castro, Edward	5125 Whitecap St.	8725	191-072-125	2,884	New		8,825.04		
06/12/15	McMullin, John	1700 Callas Ct.	5710	183-411-225	217	Addition	664.02			
06/16/15	Tepora Management LLC	554 N. Garfield Ave.	2640	201-023-290	1,129	New		3,454.74		
06/22/15	Ocampo, Emma	1631 W. 9th Street	5610	183-173-175	432	Addition	1,321.92			
06/30/15	Carrillo, Pedro	2121 San Luis St.	1635	216-0-134-045	48	Addition	146.88			
<b>COMMERCIAL</b>										
<b>Sub-Total June 2015</b>										
							<b>2,631.60</b>	<b>45,664.38</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exempt AB181 For June	2,631.60									
Fees Paid AB181 For June	45,664.38									
Fees Paid SB50 For June	0.00									
Fifth & Patterson Paid for June	\$0.00									
<b>Grand Totals</b>										
<b>Fees Exempt AB181 To Date:</b>	<b>31,214.93</b>									
<b>Fees Paid AB181 To Date:</b>	<b>357,480.21</b>									
<b>Fees Paid SB50 To Date:</b>	<b>-</b>									
<b>Fifth &amp; Patterson Paid To Date</b>	<b>-</b>									
<b>Grand Total All</b>	<b>388,695.14</b>									

**OXNARD SCHOOL DISTRICT**  
**School Facilities Developer Fees Report**  
**2013 - 2014**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
<b>July 2013~</b>										
<b>RESIDENTIAL</b>										
7/1/13	Ruben Gonzalez (Refund)	2724 S. M Street		205-194-295				-1482.03		
7/1/13	Guido J. Gollner	630 Fernwood Dr.	2645	201-0-115-170	499	Addition	1,501.99			
7/12/13	Dionisiu Rodriguez	529 S. E Street	3420	202-0-121-020	451	Addition	1,357.51			
7/12/13	Leticia Hernandez	1225 Camellia St.	4070	139-131-015	69	Addition	207.69			
7/17/13	Reuben Simchoni	5348 Breakers Way	8710	191-0-033-035	492	Addition	1,480.92			
7/24/13	Juan Francisco Palacos	145 W. Guava St	3630	203-222-060	2390	Addition		7,193.90		
7/25/2013	Gary Brant	1471 Port Dr.	6630	187-0-152-075	184	Addition	553.84			
7/26/13	Joel Alarcon	1005 Viviana Dr	2000	215-114-105	475	Addition	1,429.75			
7/28/13	Bonnie Quinton	201 Novaco Dr	7900	188-0-021-185	573	Addition		1,724.73		
7/30/13	Fernando Gonzalez	335 Doris Ave	3210	200-0-244-130	287	Addition	863.87			
<b>COMMERCIAL</b>										
7/24/13	Lou Pagiano	1600 Beacon Pl		220-0-293-235	3,272	New		1,102.66		
7/25/13	Pacific West Builders	705 N. Oxnards Blvd	3200	200-0-252-120	47,296	New		147,236.00		
<b>Sub Total July 2013</b>		<b>\$163,170.83</b>					<b>7,395.57</b>	<b>155,775.26</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exempt AB181 For July		7,395.57								
Fees Paid AB181 For July		155,775.26								
Fees Paid SB50 For July		-								
<b>Fees Exempt AB181 To Date:</b>		<b>7,395.57</b>								
<b>Fees Paid AB181 To Date:</b>		<b>155,775.26</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>August 2013~</b>										
<b>RESIDENTIAL</b>										
8/13/13	Gregory Fast	5303 Surfrider Way	8715	191-0-061-015	974	Addition		2,931.74		
8/15/13	Maria I. Echeuerria	153 E. Elm	2900	204-082-120	325	Addition	978.25			
8/26/2013	William Jones	3151 Neap Ct	6620	187-0-133-155	115	Addition	346.15			
8/28/13	John Fenske	5216 Outrigger Way	8730	191-0-074-025	267	Addition	803.67			
<b>COMMERCIAL</b>										
<b>Sub-Total August 2013</b>		<b>\$0.00</b>					<b>2,128.07</b>	<b>2,931.74</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For August		2,128.07								
Fees Paid AB181 For August		2,931.74								
Fees Paid SB50 For August		-								
<b>Fees Exempt AB181 To Date:</b>		<b>9,523.64</b>								
<b>Fees Paid AB181 To Date:</b>		<b>158,707.00</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>SEPTEMBER 2013 ~</b>										

**OXNARD SCHOOL DISTRICT  
School Facilities Developer Fees Report  
2013 - 2014**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
<b>RESIDENTIAL</b>										
9/6/2013	Saul Vigil	1731 Arcadia St	2910	204-121-465	136	Addition	409.36			
9/6/2013	Larry Rogers	2181 Hughes Dr.		219-0-025-130	440	Addition	1,324.44			
9/11/2013	Ruben Chavez	247 Deodar Ave	3210	200-0-321-050	1,469	Addition		4,421.69		
9/25/2013	Sienna Breakers	5200 Breakers Way	8710	191-0-033-345	17,626	New		53,054.26		
<b>COMMERCIAL</b>										
9/12/2013	Western Precooling	1560 Mountain View	2200	201-0-302-020	78,603	New		26,489.21		
<b>Sub-Total September 2013</b>		<b>85,698.96</b>					<b>1,733.80</b>	<b>83,965.16</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exempt AB181 For September 1,733.80										
Fees Paid AB181 For September 83,965.16										
Fees Paid SB50 For September -										
<b>Fees Exempt AB181 To Date: 11,257.44</b>										
<b>Fees Paid AB181 To Date: 242,672.16</b>										
Fees Paid SB50 To Date: -										
<b>OCTOBER 2013 ~</b>										
<b>RESIDENTIAL</b>										
10/7/2013	Rodolfo Lopez	321 N. Bonita Ave	2611	201-0-062-070	120	Addition	361.20			
10/16/2013	Pecho Mendez	245 E. Guava St.	2920	204-0-084-040	496	Addition	1,740.96			
10/18/2013	Don Villafana	1050 Stern Ln.	5680	185-0-087-135	119	Addition	417.69			
10/18/2013	Direct Remodeling	2011 Olga St.	5220	179-101-045	105	Addition	316.05			
10/23/2013	David Nicodemos	1520 Mandalay Beach Rd.	8770	191-0-153-035	223	Addition	671.23			
10/23/2013	Gloria Rodorte	1640 McLaughlin Ave.	5840	183-0-371-055	367	Addition	1,104.67			
10/30/2013	West Coast	4500 Eastbourne Bay	7870	188-0-100-015	171	Addition	514.71			
<b>COMMERCIAL</b>										
<b>Sub Total October 2013</b>		<b>\$5,126.51</b>					<b>5,126.51</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exemp AB181 For October 5,126.51										
Fees Paid AB181 For October \$0.00										
Fees Paid SB50 For October \$0.00										
-										
<b>Fees Exempt AB181 To Date: 16,383.95</b>										
<b>Fees Paid AB181 To Date: 242,672.16</b>										
Fees Paid SB50 To Date: -										

**OXNARD SCHOOL DISTRICT**  
**School Facilities Developer Fees Report**  
**2013 - 2014**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
<b>NOVEMBER 2013~</b>										
<b>RESIDENTIAL</b>										
11/13/2013	Jorge Cueto	2121 Spyglass Trail West	5270	179-0-151-235	278	Addition	\$836.78			
11/21/2013	Anthony Rondinella	2110 Peninsula Rd	7910	188-0-044-065	2,983	New		\$8,978.83		
<b>COMMERCIAL</b>										
11/13/2013	Garnica's Construction, Inc	800 Commercial	2700	201-342-015	7,310	New		\$2,463.47		
<b>Sub-Total November 2013</b>							<b>\$836.78</b>	<b>\$11,442.30</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NECSP</b>										
	Fees Exempt AB181 For November	\$836.78								
	Fees Paid AB181 For November	\$11,442.30								
	Fees Paid SB50 For November	\$0.00								
	<b>Fees Exempt AB181 To Date:</b>	<b>17,220.73</b>								
	<b>Fees Paid AB181 To Date:</b>	<b>254,114.46</b>								
	<b>Fees Paid SB 50 To Date</b>	<b>-</b>								
	<b>Fifth &amp; Patterson Paid to Date</b>	<b>-</b>								
<b>DECEMBER 2013~</b>										
<b>RESIDENTIAL</b>										
12/2/2013	Vered Nissan	1010 Canal St	7660	196-0-033-285	379	Addition	\$1,140.79			
12/3/2013	Refund							-\$2,249.52		
12/4/2013	Carmen Ortiz	215 N. H St.	4150	200-0-284-120	420	Addition	\$1,264.20			
<b>COMMERCIAL</b>										
<b>Sub-Total Month of December</b>		<b>\$155.47</b>					<b>2,404.99</b>	<b>(2,249.52)</b>	<b>0.00</b>	<b>-</b>
	Fees Exempt AB181 For December	2,404.99								
	Fees Paid AB181 For December	(2,249.52)								
	Fees Paid SB50 For December	-								
	Fifth & Patterson Paid for December	\$0.00								
	<b>Fees Exempt AB181 To Date:</b>	<b>19,625.72</b>								
	<b>Fees Paid AB181 To Date:</b>	<b>251,864.94</b>								
	<b>Fees Paid SB50 To Date:</b>	<b>-</b>								
	<b>Fifth &amp; Patterson Paid to Date</b>	<b>-</b>								
<b>JANUARY 2014~</b>										
<b>RESIDENTIAL</b>										

**OXNARD SCHOOL DISTRICT**  
**School Facilities Developer Fees Report**  
**2013 - 2014**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
1/16/2014	Jorge Cueto	2121 Spyglass Trail West	5270	179-0-151-235	78	Addition	234.78			
1/24/2014	Pedro Vega	1961 Pericles Pl	1955	220-0-081-035	496	Addition	1,492.96			
1/29/2014	Maria Ponle	152 W. Iris St	3630	203-292-040	141	Addition	424.41			
<b>COMMERCIAL</b>										
<b>Sub-Total January 2014</b>							<b>2,152.15</b>	<b>0.00</b>	<b>0</b>	<b>\$0.00</b>
Fees Exempt AB181 For January		2,152.15								
Fees Paid AB181 For January		-								
Fees Paid SB50 For January		-								
Fifth & Patterson Paid for January		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>21,777.87</b>								
<b>Fees Paid AB181 To Date:</b>		<b>251,864.94</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid to Date:</b>		<b>-</b>								
<b>FEBRUARY 2014 ~</b>										
<b>RESIDENTIAL</b>										
2/6/2014	Maria Hilda Bravo Vargas	555 E. Laurel St	2950	204-191-230	76	Addition	228.76			
2/11/2014		955 Mandalay Beach	8720	191-051-385	44	Addition	132.44			
2/18/2014	Walter Hagedohm	5300 Whitecap St	8725	191-084-085	3144	New		9463.44		
<b>COMMERCIAL</b>										
<b>Sub-Total February 2014</b>							<b>361.20</b>	<b>9,463.44</b>	<b>-</b>	<b>\$0.00</b>
Fees Exempt AB181 For February		361.20								
Fees Paid AB181 For February		9,463.44								
Fees Paid SB50 For February		-								
Fifth & Patterson Paid for February		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>22,139.07</b>								
<b>Fees Paid AB181 To Date:</b>		<b>261,328.38</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid to Date:</b>		<b>-</b>								
<b>MARCH 2014~</b>										
<b>RESIDENTIAL</b>										
3/20/2014	Lopez	1941 Pericles	1955	220-081-035	499	Addition	1,751.49			
3/25/2014	Raul Orozco	153 S. Garfield Ave.	2630	201-126-060	129	Addition	388.29			
<b>COMMERCIAL</b>										

**OXNARD SCHOOL DISTRICT**  
**School Facilities Developer Fees Report**  
**2013 - 2014**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
<b>Sub-Total March 2014</b>		<b>\$2,139.78</b>					<b>2,139.78</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For March		2,139.78								
Fees Paid AB181 For March		-								
Fees Paid SB50 For March		-								
Fifth & Patterson Paid for March		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>24,278.85</b>								
<b>Fees Paid AB181 To Date:</b>		<b>261,328.38</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid to Date</b>		<b>0.00</b>								
<b>April 2014 ~</b>										
<b>RESIDENTIAL</b>										
4/22/2014	Roberto Gonzalez	824 Azalea	4010	139-183-115	337	Addition	1,115.47			
<b>COMMERCIAL</b>										
4/8/2014 (Religious Exemption)	Nabil Sakla	1200 Pacific Ave.	2200	220-0-291-155	8,645	New	2,913.37			
<b>Sub-Total April 2014</b>		<b>\$2,913.37</b>					<b>2,913.37</b>	<b>0.00</b>	<b>-</b>	<b>\$0.00</b>
Fees Exempt AB181 For April		2,913.37								
Fees Paid AB181 For April		-								
Fees Paid SB50 For April		-								
<b>Fees Exempt AB181 To Date:</b>		<b>27,192.22</b>								
<b>Fees Paid AB181 To Date:</b>		<b>261,328.38</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>MAY 2014~</b>										
<b>RESIDENTIAL</b>										
05/05/14	Patricia Cruz	1174 S. "N" Street	4310	203-011-180	498	Addition	1,648.38			
05/05/14	Deborah Zumerling	4921 Dunes Circle	1467	196-0-031-205	1,467	Addition		4,855.77		
05/27/14	Jered Nissan	1010 Canal Street	7660	196-0-033-285	221	Addition	731.51			
05/28/14	Jess Villagomez	624 Rosalinda Dr.	2143	215-101-135	690	Addition		2,283.90		
<b>Sub-Total May 2014</b>		<b>\$9,519.56</b>					<b>2,379.89</b>	<b>7,139.67</b>	<b>0</b>	<b>0</b>
Fees Exempt AB181 For May		2,379.89								
Fees Paid AB181 For May		7,139.67								
Fees Paid SB50 For May		0								
Fifth & Patterson Paid for May		0								
<b>Fees Exempt AB181 To Date:</b>		<b>29,572.11</b>								

**OXNARD SCHOOL DISTRICT**  
**School Facilities Developer Fees Report**  
**2013 - 2014**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
Fees Paid AB181 To Date:		268,468.05								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid To Date		0.00								
<b>JUNE 2014--</b>										
<b>RESIDENTIAL</b>										
6/4/2014	Rod Perryman	1100 Capri Way	8735	191-0-087-015	376	Addition	1,244.56			
6/5/2014	Guadalupe Garcia	1437 W. Beverly Drive	4150	200-0-262-150	494	Addition	1,635.14			
6/9/2014	R. Sandefer Construction	1409 Marine Way	8760	191-0-132-415	4,644	New		15,371.64		
6/13/2014	Cynthia & Jason Allen	1120 W. Robert Ave.	4120	200-163-315	204	Addition	675.24			
6/18/2014	Fernando Sevilla	2240 Jamestown Blvd.	7940	188-0-064-025	858	Addition		2,839.98		
6/30/2014	Robert & Monica Paryer	2015 Napoli Dr.	7900	188-0-015-015	140	Addition	463.40			
6/30/2014	Alma Garcia	1421 Crest Ct.	6640	187-0-034-235	747	Addition		2,472.57		
6/30/2014	Orlando Herrera	436 S. E Street	3240	202-0-086-110	1,046	New		3,462.26		
<b>COMMERCIAL</b>										
							0			
<b>Sub-Total Month of June 2014</b>		<b>\$28,164.79</b>					<b>4,018.34</b>	<b>24,146.45</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exempt AB181 For June		4,018.34								
Fees Paid AB181 For June		24,146.45								
Fees Paid SB50 For June		0.00								
Fifth & Patterson Paid for June		\$0.00								
<b>Fiscal Year 2013-14 Grand Totals</b>										
Fees Exempt AB181 To Date:		33,590.45								
Fees Paid AB181 To Date:		292,614.50								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid To Date		-								
<b>Grand Total All</b>		<b>326,204.95</b>								

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Consent Agenda

**Adoption of Resolution #19-19 to Provide Against Loss of Funds Due to Emergency Closures of the District's State Programs During the Easy & Maria Fires (Penanhoat/Valdes)**

---

Extreme weather conditions and two fires ("Easy" and "Maria") created unsafe conditions related to air quality and impassable roads that necessitated emergency closure of school sites and state programs on October 31, 2019.

Education Code Section 8271 provides against loss of funds due to circumstances out of the control of State Preschool contractors, including flooding, power outages, and other storm-related situations. Per California Department of Education (CDE) Management Bulletin 10-09, in order to provide against loss of funding for those instructional days the Board of Trustees of the District must adopt a Resolution stating the nature of the emergency and its effect on program operations. Said Resolution must then be submitted to CDE's Early Education and Support Division.

Without approval of this Resolution, the district would experience a loss of preschool program funding as follows: daily reimbursement rate of \$29.90 x 1 day x 312 students = \$9,328.80.

Resolution #19-19 is provided herewith for the Board's consideration.

**FISCAL IMPACT:**

Potential loss of program reimbursement in the amount of \$9,328.80. No fiscal impact if Resolution #19-19 is adopted and received by CDE.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director, Early Childhood Education, that the Board of Trustees adopt Resolution #19-19 and authorize its submission to CDE's Early Education and Support Division.

**ADDITIONAL MATERIALS:**

**Attached:** [Resolution # 19-19 \(9 pages\)](#)

Resolution No. 19-19

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO PROVIDE AGAINST LOSS OF FUNDS DUE TO EMERGENCY SCHOOL CLOSURES AFFECTING THE DISTRICT'S STATE PROGRAMS DURING THE EASY & MARIA FIRES

WHEREAS, Extreme weather conditions and two fires ("Easy" and "Maria") created unsafe conditions related to smoke, air quality and impassable roads affecting students and staff of the Oxnard School District the ("District"); and

WHEREAS, the air quality and dangerous conditions caused the schools, buildings and structures to be closed down for the safety of students and staff on October 31, 2019; and

WHEREAS, Education Code Section 8271 provides against loss of funds due to circumstances out of the control of State Preschool contractors, including flooding, power outages, and other storm-related situations; and

WHEREAS, California Department of Education Management Bulletin 10-09 states that in the event that operating agencies are unable to operate due to circumstances beyond the control of the operating agency, including earthquakes, floods, or fires, such programs shall not be penalized for incurred program expenses nor in subsequent budget allocations; and

WHEREAS, Daily Attendance information for the week prior to the school closure is incorporated herein as Exhibit "A", as required by California Department of Education Management Bulletin 10-09; and

WHEREAS, circumstances beyond the control of operating contractors include, but are not necessarily limited to, earthquakes, floods, fires, epidemics, impassable roads, the imminence of a major health or safety hazard, as determined by the local health department or law enforcement agency, a strike affecting transportation services for children provided by a non-agency entity, incomplete facility renovations authorized by the California Department of Education, pursuant to California Department of Education Code sections 8277.1 and 8277.2, and/or State of California Budget impasse; and

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees ("Board") of the Oxnard School District has determined that for one or more of the reasons set forth above an emergency existed as a result of the Easy and Maria Fires and justified emergency closure of school sites and facilities; and

BE IT FURTHER RESOLVED THAT, upon the Board's approval of this Resolution, the Assistant Superintendent, Business & Fiscal Services and Director, Early Childhood Education of the District will submit the fully executed Resolution to the Early Education and Support Division (EESD) of the California Department of Education (CDE) for review and processing.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 18<sup>th</sup> day of December, 2019.

Signed: \_\_\_\_\_  
President of the Board of Trustees  
of the OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Clerk of the Board of Trustees  
of the OXNARD SCHOOL DISTRICT

**CLERK'S CERTIFICATE**

I, \_\_\_\_\_, Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #19-19 adopted at a regular meeting place thereof on the 18th day of December, 2019, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said Resolution was adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said Resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing Resolution is a full, true and correct copy of the original Resolution adopted at said board meeting and entered in said minutes; and that said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: December 18, 2019

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

**Oxnard School District**  
**Early Childhood Education Programs**  
**Attendance Report**  
**Week of: October 24, 2019 - October 30, 2019**

	Days Present	Excused Absences	Unexcused Absences	Enrollment Days
Driffill State Preschool	188	32	0	220
Harrington State Preschool	181	18	0	199
McKinna State Preschool	197	23	0	220
Ramona State Preschool	97	13	0	110
Ritchen State Preschool	215	15	0	230
Rose Avenue State Preschool	172	18	0	190
San Miguel State Preschool	181	19	0	200
Sierra Linda State Preschool	142	48	0	190

**Oxnard School District**  
**Early Childhood Education Programs**  
**Attendance Report**  
**Thursday, October 24, 2019**

	Days Present	Excused Absences	Unexcused Absences	Enrollment Days
Driffill State Preschool	40	4	0	44
Harrington State Preschool	36	4	0	40
McKinna State Preschool	42	2	0	44
Ramona State Preschool	18	4	0	22
Ritchen State Preschool	45	1	0	46
Rose Avenue State Preschool	36	2	0	38
San Miguel State Preschool	36	4	0	40
Sierra Linda State Preschool	33	5	0	38

**Oxnard School District**  
**Early Childhood Education Programs**  
**Attendance Report**  
**Friday, October 25, 2019**

	Days Present	Excused Absences	Unexcused Absences	Enrollment Days
Driffill State Preschool	40	4	0	44
Harrington State Preschool	37	3	0	40
McKinna State Preschool	42	2	0	44
Ramona State Preschool	19	3	0	22
Ritchen State Preschool	44	2	0	46
Rose Avenue State Preschool	32	6	0	38
San Miguel State Preschool	32	8	0	40
Sierra Linda State Preschool	29	9	0	38

**Oxnard School District**  
**Early Childhood Education Programs**  
**Attendance Report**  
**Monday, October 28, 2019**

	Days Present	Excused Absences	Unexcused Absences	Enrollment Days
Driffill State Preschool	37	7	0	44
Harrington State Preschool	37	3	0	40
McKinna State Preschool	37	7	0	44
Ramona State Preschool	19	3	0	22
Ritchen State Preschool	44	2	0	46
Rose Avenue State Preschool	37	1	0	38
San Miguel State Preschool	39	1	0	40
Sierra Linda State Preschool	27	11	0	38

**Oxnard School District**  
**Early Childhood Education Programs**  
**Attendance Report**  
**Tuesday, October 29, 2019**

	Days Present	Excused Absences	Unexcused Absences	Enrollment Days
Driffill State Preschool	37	7	0	44
Harrington State Preschool	38	2	0	40
McKinna State Preschool	39	5	0	44
Ramona State Preschool	21	1	0	22
Ritchen State Preschool	42	4	0	46
Rose Avenue State Preschool	34	4	0	38
San Miguel State Preschool	39	1	0	40
Sierra Linda State Preschool	31	7	0	38

**Oxnard School District**  
**Early Childhood Education Programs**  
**Attendance Report**  
**Wednesday, October 30, 2019**

	Days Present	Excused Absences	Unexcused Absences	Enrollment Days
Driffill State Preschool	34	10	0	44
Harrington State Preschool	33	6	0	39
McKinna State Preschool	37	7	0	44
Ramona State Preschool	20	2	0	22
Ritchen State Preschool	40	6	0	46
Rose Avenue State Preschool	33	5	0	38
San Miguel State Preschool	35	5	0	40
Sierra Linda State Preschool	22	16	0	38

**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Consent Agenda

**Liability Claim: GHC0026866 (Vaca/Magaña)**

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On July 16, 2019, the Oxnard School District received a verified claim form from claimant.

The claimant alleges that the claimant's child was leaving a classroom when the door closed, the child's finger got caught in the strike plate, causing injury.

The claimant is seeking damages for costs incurred from the injury.

**FISCAL IMPACT:**

There is no expected fiscal impact from this claim.

**RECOMMENDATION:**

Acting on the advice of the Joint Power Authorities (JPA), it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustee agree to reject George Hills Claim No. GHC0026866.

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Consent Agenda

**Liability Claim: GHC0027097 (Vaca/Magaña)**

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On September 3, 2019, the Oxnard School District received a verified claim form from claimant.

The claimant alleges that while attending a leadership workshop, the claimant could not find parking, thus parked on the street. As claimant returned to claimant's car, it was discovered that the car had been keyed.

**FISCAL IMPACT:**

There is no expected fiscal impact from this claim.

**RECOMMENDATION:**

Acting on the advice of Joint Power Authorities (JPA), it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustee agree to reject George Hills Claim No. GHC0027097.

**ADDITIONAL MATERIALS:**

**Attached:**

## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Consent Agenda

### **Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)**

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#### Establish

a five hour and forty-five minute 183 day Paraeducator III position number 9778 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty-five minute 183 day Paraeducator II position number 9779 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty-five minute 183 day Paraeducator II position number 9780 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty-five minute 183 day Paraeducator II position number 9785 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty-five minute 183 day Paraeducator II position number 9799 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty-five minute 183 day Paraeducator II position number 9800 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty-five minute 183 day Paraeducator II position number 9802 to be established in the Special Education department. This position will be established to provide additional support.

#### Abolish

a five hour and ten minute 183 day Paraeducator I position number 7185 to be abolished at McKinna school. This position will be abolished due to the lack of work.

a two hour 183 day Paraeducator I position number 9265 to be abolished at Driffill school. This position will be abolished due to the lack of work.

a two hour 183 day Paraeducator I position number 9266 to be abolished at Driffill school. This position will be abolished due to the lack of work.

a three hour 183 day Paraeducator I position number 9264 to be abolished at Driffill school. This position will be abolished due to the lack of work.

a three hour 183 day Paraeducator I position number 9263 to be abolished at Driffill school. This position will be abolished due to the lack of work.

a three hour 183 day Paraeducator I position number 9262 to be abolished at Driffill school. This position will be abolished due to the lack of work.

#### Reduce

a seven hour 203 day Office Assistant II position number 1356 to be reduced to six hours at McAuliffe school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a seven hour 203 day Office Assistant II position number 970 to be reduced to six hours at Brekke school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a seven hour 203 day Office Assistant II position number 2185 to be reduced to six hours at Sierra Linda school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a seven hour 203 day Office Assistant II position number 329 to be reduced to five hours and seventy-five at Marina West school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a seven hour 203 day Office Assistant II position number 2156 to be reduced to five hours at Harrington school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a six hour 203 day Office Assistant II position number 1823 to be reduced to five hours at Elm school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a five and a half hour 183 day Clerical Assistant position number 877 to be reduced to 4 hours and twenty-four minutes at McAuliffe school. The positions will be reduced due to reduced due to the lack of funds.

a five hour 183 day Paraeducator I position number 9165 to be reduced to four hours and twenty-five minutes at McKinna school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a five hour and ten minute 183 day Paraeducator I position number 7186 to be reduced to four hours and twenty-five minutes at McKinna school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a four hour and forty minute 183 day Paraeducator I position number 7179 to be reduced to three hours and ten minutes at Marina West school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a four hour and forty minute 183 day Paraeducator I position number 7189 to be reduced to four hours and ten minutes at Ritcheen school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a five hour and twenty minute 183 day Paraeducator I position number 7190 to be reduced to four hours and ten minutes at Ritcheen school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a five hour and forty minute 183 day Paraeducator I position number 9159 to be reduced to four hours and ten minutes at Lemonwood school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a four hour and ten minute 183 day Paraeducator I position number 7178 to be reduced to three hours and forty minutes at Lemonwood school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a four hour and ten minute 183 day Paraeducator I position number 7176 to be reduced to three hours and ten minutes at Kamala school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a four hour and fifty minute 183 day Paraeducator I position number 7183 to be reduced to three hours and ten minutes at McAuliffe school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a four hour and fifty minute 183 day Paraeducator I position number 7180 to be reduced to three hours and ten minutes at Marina West school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a four hour and fifty minute 183 day Paraeducator I position number 7181 to be reduced to three hours and ten minutes at Marshall school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a four hour and fifty minute 183 day Paraeducator I position number 7193 to be reduced to three hours and ten minutes at Sierra Linda school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

a four hour and fifty minute 183 day Paraeducator I position number 7177 to be reduced to three hours and ten minutes at Kamala school. The positions will be reduced due to reduced position allocations caused by decreased enrollment.

**FISCAL IMPACT:**

Cost for Paraeducator III: \$29,396 Special Ed funds

Cost for 6 Paraeducator II's: \$172,962 Special Ed funds

Savings for 6 Paraeducator I's: \$86,315 General funds

Savings for 6 Office Assistant II's: \$86,771 General funds  
Savings for Clerical Assistant: \$4,738 Site funds  
Savings for 13 Paraeducator I's: \$77,563 General funds

**RECOMMENDATION:**

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

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Consent Agenda

**Personnel Actions (Vaca/Nair-Villano)**

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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:**

Informational only.

**RECOMMENDATION:**

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

**ADDITIONAL MATERIALS:**

**Attached:** [Personnel Actions 12.18.19a \(five pages\).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**

Kaplan, Jessica	Visual Impaired Teacher	November 12, 2019
Beckham, Kathleen	Substitute Teacher	2019/2020 School Year
Jagelewski, Darry	Substitute Teacher	2019/2020 School Year
Rowe, Bryan	Substitute Teacher	2019/2020 School Year
Ruiz, Eileen	Substitute Teacher	2019/2020 School Year

**Intervention Services**

**Provider (less than 20  
hours per week not to  
exceed 75% or 135 days a  
year**

Blake, Debra	Driffill	November 18, 2019
Fleming, Maristella	Driffill	November 18, 2019
Ruff, Cristin	Lemonwood	December 2, 2019

**Retirement**

Usuki, Lori	Special Education Teacher	January 31, 2020
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## CLASSIFIED PERSONNEL ACTIONS

December 18, 2019

**New Hire**

Amezcuca, Victor R	Paraeducator II, Position #1499 Special Education 5.75 hrs./183 days	11/05/2019
Attinello III, Salvatore F	Paraeducator II, Position #9764 Special Education 5.75 hrs./183 days	11/05/2019
Baeza, Maria T	Health Care Technician, Position #7115 Pupil Services 7.0 hrs./183 days	11/06/2019
Barragan, Laura	Preschool Assistant, Position #2666 San Miguel 3.0 hrs./183 days	11/04/2019
Conaway, Kristen R	Health Care Technician, Position #9032 Pupil Services 7.0 hrs./183 days	12/02/2019
Cruz, Camille A	Paraeducator III, Position #9275 Special Education 5.75 hrs./183 days	10/29/2019
Favela, Veronica	Health Assistant, Position #8437 Pupil Services 5.75 hrs./183 days	11/04/2019
Flynn Michele B	Paraeducator II, Position #9358 Special Education 5.75 hrs./183 days	11/21/2019
Ford, Rachele C	Health Assistant, Position #8433 Special Education 5.75 hrs./183 days	10/21/2019
Garcia Mendoza, Arturo	Custodian, Position #6448 Driffill 4.0 hrs./246 days	11/18/2019
Harold, Christina L	Speech Language Pathology Assistant, Position #9281 Special Education 8.0 hrs./183 days	10/21/2019
Jimenez, Amanda	Child Nutrition Worker, Position #567 Haydock 5.0 hrs./185 days	11/18/2019
Lara, Jessica	Paraeducator II, Position #426/428 Special Education 5.5 hrs./183 days	12/02/2019
Magana, Cynthia A	Paraeducator II, Position #9210 Special Education 5.75 hrs./183 days	11/07/2019
Martinez, Jessica G	Paraeducator II, Position #9241 Special Education 5.75 hrs./183 days	11/21/2019
Ponce, Tori A	Health Care Technician, Position #2693 Pupil Services 7.0 hrs./183 days	11/07/2019
Ramos, Monique A	Health Assistant, Position #8435 Pupil Services 5.75 hrs./183 days	11/18/2019
Real, Summer K	Child Nutrition Worker, Position #2615 Itinerant 5.5 hrs./185 days	11/18/2019
Rios, Jessica J	Paraeducator II, Position #6434 Special Education 5.75 hrs./183 days	12/03/2019
Rivas, Michelle	Paraeducator III, Position #977 Special Education 5.75 hrs./183 days	11/04/2019
Rodriguez, Kathy Y	Paraeducator II, Position #2225 Special Education 5.75 hrs./183 days	10/28/2019
Sargent, Keneisha B	Paraeducator III, Position #7850 Special Education 5.75 hrs./183 days	10/29/2019

**New Hire continued**

Velasquez, Bianca	Paraeducator II, Position #8603 Special Education 5.75 hrs./183 days	11/18/2019
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**Limited Term**

Gonzalez, Maria Irene S	Clerical (substitute)	01/14/2019
Held, Regan N	Paraeducator (substitute)	12/02/2019
Hinojosa, Yoana	Child Nutrition Worker (substitute)	11/22/2019
ORuvalcaba, Carmen	Campus Assistant (substitute)	11/20/2019
Plasencia, Priscilla	Clerical (substitute)	12/02/2019
Quila, Martina	Child Nutrition Worker (substitute)	10/01/2019
Ramirez, Annmary G	Paraeducator (substitute)	12/03/2019

**Exempt**

Lapizco, Michelle	AVID Tutor	11/18/2019
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**Promotional**

Vivanco, Regina R	Outreach Specialist, Position #2687 McAuliffe 7.0 hrs./180 days Paraeducator II, Position #1706 Sierra Linda 5.75 hrs./183 days	12/02/2019
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**Transfer**

Ayala, Annabel	Campus Assistant, Position #2976 Driffill 2.83 hrs./180 days Campus Assistant, Position #9145 Rose Ave. 4.5 hrs./180 days	11/18/2019
Castellanos, Sandra	Campus Assistant, Position #8001 Haydock 5.0 hrs./180 days Campus Assistant, Position #3019 Marshall 4.0 hrs./180 days	11/01/2019
Flores, Javier	Campus Assistant, Position #3059 Haydock 5.75 hrs./180 days Campus Assistant, Position #2973 Curren 3.5 hrs./180 days	11/04/2019
Tellez, Cristina V	Paraeducator II, Position #6581 Special Education 5.75 hrs./183 days Paraeducator II, Position #7351 Special Education 5.75 hrs./183 days	11/04/2019

**Administrative Transfer**

9689	Office Assistant II, Position #631 Driffill 8.0 hrs./203 days Office Assistant II, Position #8687 San Miguel 8.0 hrs./203 days	11/18/2019
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**Administrative Transfer continued**

4136	Office Assistant II, Position #8687 San Miguel 8.0 hrs./203 days Office Assistant II, Position #631 Driffill 8.0 hrs./203 days	11/18/2019
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**Voluntary Demotion**

Ramirez, Rosemary R.	Paraeducator II, Position #2256 Special Education 5.75 hrs./183 days Paraeducator III, Position #8497 Special Education 5.75 hrs./183 days	11/04/2019
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**Reinstatement**

Sanchez, Briana	Child Nutrition Worker, Position #2189 Sierra Linda 5.0 hrs./185 days	11/18/2019
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**Leave of Absence**

Andrizzi, Vivencia L	Paraeducator II, Position #9292 Special Education 5.75 hrs./183 days	11/01/2019-11/21/2019
Gutierrez, Olivia	Campus Assistant, Position #2997 Haydock 5.75 hrs./183 days	11/18/2019-02/24/2020
Orejel, Luz	Paraeducator I, Position #9165 McKinna 5.0 hrs./183 days	11/13/2019-6/20/2019
Solorio-Cano, Margarita	Paraeducator II, Position #2193 Special Education 5.75 hrs./183 days	01/13/2020-05/01/2020

**Resignation**

Luis, Ray	Campus Assistant, Position #9769 Harrington 4.5 hrs./183 days	11/20/2019
Orozco, Maria	Campus Assistant, Position #9145 Rose Ave. 5.0 hrs./180 days	12/03/2019
Ortega, Issac	Campus Assistant, Position #6517 Sierra Linda 4.0 hrs./180 days	11/29/2019
Perez, Ismael	Campus Assistant, Position #3031 Ramona 4.75 hrs./180 days	11/29/2019

**Retirement**

Calasin, Teresita M	Accounting Specialist III, Position #182	08/06/1981-10/25/2019
Rabacal, Rufina F	Child Nutrition Worker, Position #2840	12/09/2008-01/14/2019

**Release during Probation**

9262	Special Education Data Technician, Position #9283	11/06/2019
10788	Paraeducator III, Position #8542	11/12/2019
10696	Employee Benefits Specialist, Position #97	11/20/2019
10630	Senior Human Resources Analyst, Position #6298	11/13/2019

**Termination**

4845

Child Nutrition Worker, Position #2847

03/13/19

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Support Services Agreement

**Approval of Renewal Agreement #19-157 with School Services of California (Penanhoat)**

School Services of California provides services regarding issues of school finance, legislation, school budgeting, general fiscal issues and the state-mandated program cost claims process.

Renewal Agreement #19-157 for the 2020 calendar year is presented herewith for the Board's consideration.

**FISCAL IMPACT:**

Not to exceed \$4,100.00 annually, to be paid out of the General Fund. This is an increase of \$240.00 over last year's rate.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #19-157 with School Services of California as outlined above.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-157 \(3 pages\)](#)

Client # 0017550/S15

P.O. # \_\_\_\_\_

**AGREEMENT FOR SPECIAL SERVICES**  
Fiscal and Management Information Services

This is an Agreement between the **OXNARD SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA INC.** hereinafter referred to as "Consultant," entered into as of January 1, 2020.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

**WHEREAS**, the Consultant is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact local educational agency fiscal policies, and one copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
  - b. Unlimited access to the Consultant's online workshops, which include:
    - i. Fiscal Aspects of Negotiations
    - ii. Associate Student Body
  - c. The option of receiving information on Consultant's website regarding major school finance and policy issues
  - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
  - e. Preliminary local educational agency revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
  - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

- g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
- 2. The Consultant shall provide the Client with services as requested to a total of twelve direct service hours during the twelve-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a “quick query” service to provide telephone response to specific fiscal or mandate questions of the Client.

Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, Special Education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.

- 3. The Client agrees to pay to Consultant for services rendered under this Agreement:
  - a. \$3,900 annually, plus expenses, or payable at \$325 per month, plus expenses, upon receipt of a billing from Consultant
  - b. For all requested services in excess of twelve direct service hours as indicated in Item 2 above in the twelve-month period, the applicable hourly rate for the person(s) performing the services shall apply
  - c. “Hours” are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client’s site
  - d. “Expenses” are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
- 4. This Agreement shall be for the period of one year, beginning January 1, 2020, and terminating December 31, 2020. This Agreement may be terminated prior to December 31, 2020, by either party on thirty days’ written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall

give a thirty-day written notice of nonrenewal. Consultant will provide continuing services for ninety days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

- 5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**Janet Penanhoat**  
\_\_\_\_\_  
Print Name  
**Assistant Superintendent, Business & Fiscal Services**  
\_\_\_\_\_  
Job Title  
Oxnard School District

BY:  \_\_\_\_\_ DATE: November 1, 2019  
John D. Gray  
President  
School Services of California Inc.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Approval of Amendment #1 to Agreement #19-38 - Alternative Behavior Strategies LLC (DeGenna/Madden)**

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At the Board Meeting of June 19, 2019, the Board of Trustees approved Agreement #19-38 with Alternative Behavior Strategies, LLC to provide consultant services to the special education services department during the 2019-2020 academic school year, in the amount of \$60,000.00.

Amendment #1, in the amount of \$515,070.00, will increase the number of students receiving support through the remainder of the fiscal year, for a new total agreement amount of \$575,070.00.

**FISCAL IMPACT:**

\$515,070.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #19-38 with Alternative Behavior Strategies LLC.

**ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)  
[Agreement #19-38 - Alternative Behavior Strategies LLC \(3 Pages\)](#)

**Amendment #1 to Agreement #19-38 with  
Alternative Behavior Strategies, LLC  
December 18, 2019**

At the Board Meeting of June 19, 2019, the Board of Trustees approved Agreement #19-38 with Alternative Behavior Strategies, LLC to provide consultant services to the special education services department during the 2019-2020 academic school year, in the not to exceed amount of \$60,000.00.

Amendment #1, in the amount of \$515,070.00, will increase the number of students receiving support through the remainder of the fiscal year, for a new total agreement amount of \$575,070.00.

**Alternative Behavior Strategies, LLC:**

By: \_\_\_\_\_  
Scott Revlin

Date: \_\_\_\_\_

**Oxnard School District:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

Date: \_\_\_\_\_



**ABS SERVICES AGREEMENT  
(School/District)**

This **AGREEMENT** is made and entered into this 19th day of June, 2019, by and between Oxnard School District, hereinafter called the "**School**" and Alternative Behavior Strategies, LLC hereinafter called the "**ABS**".

**WHEREAS**, ABS represents that it has specifically trained, experienced, and competent service providers to render the services in this Agreement; and

**WHEREAS**, School has determined that it has a need to enter into this Agreement with ABS for the services described herein.

**NOW THEREFORE**, it is mutually agreed by the parties hereto as follows;

1. **TERM OF AGREEMENT.** The term of this Agreement shall commence on 7/1/19 and continue for duration of the 2019-2020 school year.

2. **SCOPE OF WORK.** To provide Applied Behavioral Therapy and related services, including direct behavioral intervention, development, implementation, and supervision for such student(s) as School may request or be assigned for services. Attach additional description, proposals or contracts, if needed.

3. **CONTRACT PRICE.** School agrees to pay ABS the following fees for services rendered:

- a. *Behavior Intervention Implementation:* \$82/hour
- b. *Behavioral Intervention Development:* \$112/hour.
- c. Fees cover all of ABS' expenses, including supplies, travel, lodging, and meals.
- d. *Invoicing.* ABS will submit periodic invoices to the School at the following address:

**Attn:** Teresa Barron \_\_\_\_\_  
**Address:** 1051 South A Street, Oxnard, CA 93030 \_\_\_\_\_

Payment shall be made to the ABS within thirty (30) days from date of the invoice. Where agreed upon in writing by the Parties, additional supporting documentation shall accompany the invoice and indicate, as applicable, any progress completed, milestone achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work, etc.

4. **ASSIGNMENT AND EMPLOYEE BENEFITS** No portion of this Agreement or any of the work to be performed hereunder may be assigned by ABS without written consent of the School, and without such consent all services hereunder are to be performed solely by ABS, its officers, agents, employees and affiliates. ABS shall be responsible for all salaries, payments and benefits for all of its officers, agents and employees in performing services pursuant to this Agreement.

5. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY** All products of work performed pursuant to this Agreement shall be the sole property of the School and no reproduction of any portions of the work may be made in any form without the written consent of the School. ABS shall hold in trust for the School and shall not disclose to any person, any confidential information. Confidential information is information which is related to the School's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documents.

6. **BACKGROUND CHECKS.** ABS certifies that each provider who renders services under this Agreement has undergone and passed a background check in accordance with ABS' background check policy. Such background check has not revealed any information that in the opinion of ABS should preclude said person from performing services under this Agreement. School shall provide notice of, and ABS agrees to comply with, any government mandated background check as such may be required by the School prior to the start of services.

7. **INSURANCE.** ABS shall provide and maintain for the duration of this Agreement, adequate insurance to fully protect both the ABS and the School from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the ABS is traveling to or from School property, or services-related location.

8. **HOLD HARMLESS LIMITATION OF LIABILITY.** School will hold harmless ABS, its officers, agents and employees from all liability, damages, costs and expense, including attorney's fees that may arise because of injury to person or property, including ABS property caused by, and/or arising from School's negligence or willful misconduct under this Agreement. Under no circumstances shall ABS be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with this Agreement. Without limiting the generality of the forgoing, ABS's aggregate liability to School (whether under contract, tort, statute or otherwise) shall not exceed six (6) months fees for services actually rendered.

9. **CONFIDENTIALITY.** ABS shall treat all student information, student related documentation provided by the School or student's Parent/Guardian in confidence and shall not reveal such information to anyone other than as reasonably required to perform the services under this Agreement.

10. **INDEPENDENT CONTRACTOR.** The relationship of ABS and the School established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any agency or employment relationship between ABS or any of its employees and the School or any of its employees. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

11. **TERMINATION.** School may terminate this Agreement at any time and for any reason by giving written notice to ABS specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, ABS shall be paid for all services rendered up to the date of such termination.

**IN WITNESS WHEREOF,** the parties hereto execute this Agreement.

Alternative Behavior Strategies, LLC

BY: [Signature]  
Name: Fernando SARRIA  
Date: CFO

Oxnard School District (School)

BY: [Signature]  
Name: Lisa A. Franz, Director, Purchasing  
Date: 6-20-19



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2019

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

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

<b>PRODUCER</b> Leavitt Group Insurance Advisors, Inc. 560 South 300 East Suite 150 Salt Lake City UT 84111	<b>CONTACT NAME:</b> Lauren Daly <b>PHONE (A/C, No, Ext):</b> (801) 308-1500 <b>E-MAIL ADDRESS:</b> lauren-daly@leavitt.com <b>FAX (A/C, No):</b> (801) 308-1427
<b>INSURED</b> Alternative Behavior Strategies, LLC ABS Topco, LLC, ABS Holdco, Inc. 515 South 700 East, Suite 2A Salt Lake City UT 84102	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lloyd's of London NAIC # R85202 <b>INSURER B:</b> Berkshire Hathaway Homestate 20044 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** CERTIFICATE NUMBER: CL1922205070 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b>					
<b>A</b>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		1115024	1/31/2019	1/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Employee Benefits \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
<input checked="" type="checkbox"/>	POLICY PROJECT LOC					
OTHER:						
<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b>					
<b>A</b>	ANY AUTO ALL OWNED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS	1115024	1/31/2019	1/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/>	HIRED AUTOS	<input checked="" type="checkbox"/>				
<input type="checkbox"/>	<b>UMBRELLA LIAB</b>	OCCUR				EACH OCCURRENCE \$
<input type="checkbox"/>	<b>EXCESS LIAB</b>	CLAIMS-MADE				AGGREGATE \$
DED RETENTION \$						
<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N				<input checked="" type="checkbox"/> PER STATUTE OTH-ER
<b>B</b>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N N/A	ALWC922744	3/26/2018	3/26/2019	E.L. EACH ACCIDENT \$ 1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						
<b>A</b>	<b>Professional Liability</b>		1115024	1/31/2019	1/31/2020	Each Claim \$1,000,000
Retention: \$5,000						
Aggregate \$3,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Blanket Additional Insured for Landlord, Lessor, or Mortgagee where required by written contract or agreement - Form E18610MBM-0914.

<b>CERTIFICATE HOLDER</b>  For Information Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Lauren Daly/LADALY <i>Lauren H. Daly</i>

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Enrichment Agreement

**Approval of Agreement/MOU #19-171 – Kingsmen Shakespeare Company  
(DeGenna/Shea)**

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Kingsmen Shakespeare Company will provide educational workshops for students in Oxnard School District. The workshops will allow students to learn and experience Shakespeare.

Term of the Agreement/MOU: December 19, 2019 through June 30, 2020

**FISCAL IMPACT:**

Not to exceed \$48,000.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #19-171 with Kingsmen Shakespeare Company.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #19-171 - Kingsmen Shakespeare Company \(1 Page\)](#)

**AGREEMENT #19-171 BETWEEN  
KINGSMEN SHAKESPEARE COMPANY AND OXNARD SCHOOL DISTRICT  
FOR ENRICHMENT**

The scope of this document is to define the roles and responsibilities of Kingsmen Shakespeare Company (KSC) and the Oxnard School District (OSD). The purpose is to provide a Shakespeare Educational Tour for schools in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility Agreement that KSC and OSD will work together to provide an enrichment program for students in Oxnard. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Kingsmen Shakespeare Company agrees to:**
  - a. Provide a full day Shakespeare Workshop at a cost not to exceed \$1,600.00 per workshop. The workshop will include:
    - i. 9 - 40 minute workshops and one school assembly OR
    - ii. 3 - 20 minute workshops, 6 - 40 minute workshops and one school assembly OR
    - iii. Variations may be discussed with KSC
  - b. Provide an insurance certificate meeting the requirements of OSD.
  - c. Provider agrees to defend, indemnify, and hold harmless OSD, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, 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, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the OSD, or loss or theft of such Property, done or caused by such persons. OSD assumes no responsibility whatsoever for any property placed on OSD premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the OSD. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the OSD or any of its officers, agents, employees, and/or volunteers.
2. **Oxnard School District agrees to:**
  - a. Provide site for workshop
  - b. Pay a one-time fee of \$100 for the insurance certificate
  - c. Provide presentation equipment as requested

The Oxnard School District shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented December 19, 2019 through June 30, 2020.

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
*Lisa A. Franz, Director, Purchasing*

\_\_\_\_\_  
*Date*

**KINGSMEN SHAKESPEARE COMPANY:**

\_\_\_\_\_  
*Timothy Hengst, Executive Director*

\_\_\_\_\_  
*Date*

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Enrichment Agreement

**Approval of Agreement/MOU #19-173 – U.S. Soccer Foundation (DeGenna/Shea)**

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The U.S. Soccer Foundation will provide training in their Soccer for Success program for the staff in the ASES funded afterschool program. This Agreement/MOU outlines the commitments between the two agencies, and there is no cost for this training. The U.S. Soccer Foundation services are worth an in-kind match of \$10 per student served. The Agreement/MOU outlines the commitment from Oxnard School District to offer this program to our students including insurance and staff clearance.

Term of the Agreement/MOU: December 19, 2019 through June 30, 2020

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #19-173 with U.S. Soccer Foundation.

**ADDITIONAL MATERIALS:**

**Attached: [Agreement-MOU #19-173 - U.S. Soccer Foundation \(3 Pages\)](#)**

## OSD AGREEMENT #19-173

This Memorandum of Understanding (“MOU”) summarizes the activities and responsibilities of the U.S. Soccer Foundation (“Foundation”) and the Oxnard School District (“PARTNER”), as these organizations enter into a partnership aimed to reach 2,000 youth within the community of Oxnard, CA through the *Soccer for Success* program, (the “Program”) within the 2019-2020 program year. To solidify this partnership, both organizations agree to the following:

### Term

The term of this MOU begins on December 19, 2019 and ends on June 30, 2020.

### **Soccer for Success Program Overview**

- Operation in the Spring 2020 season for at least 2,000 participants for a 12-week season
- Each season includes 3 programming sessions per week for 45-75 minutes per session
- Partner to maintain a 20:1 child to coach-mentor ratio at every Program session
- Every coach-mentor participating in the Program will receive Foundation-certified training prior to beginning work in the Program
- For every session, each participant will have access to a soccer ball, pair of NOCSAE-approved shinguards, and all necessary field equipment to operate the program
- Follow the U.S. Soccer Foundation’s *Soccer for Success* curriculum, including nutrition education and family/community engagement features
- Additional Program policies and procedures are found in the *Soccer for Success* Administrators Guide

### **Foundation Responsibilities**

- Equipment
  - Provide access to high-quality, low cost equipment (including jerseys, soccer balls, NOCSAE-approved shinguards, disc cones, tall cones, equipment bags, and practice vests)
- Training
  - Provide access to local training opportunities led by Foundation-approved trainers
  - Provide access to the Foundation’s *Soccer for Success* National Training
  - Provide access to the Foundation’s online training platform
- Curriculum and Technical Assistance
  - Provide access to the *Soccer for Success* Mobile Curriculum
  - Provide access to the *Soccer for Success* Online TrainerHub
  - Provide access to other Sports-Based Youth-Development materials developed by the Foundation
  - Provide ongoing program support and technical assistance
- Data analysis
  - Provide access to the *Soccer for Success* database, where partners enter and report on programmatic data, health data, and youth development outcomes
- Foundation branding
  - Allow for PARTNER to utilize Foundation logos for expressed and mutually-agreed upon purposes related to the Program (additional details found in Administrators Guide)
- Contribution
  - Provide the above-listed value-in-kind through the Foundation’s curriculum and technical assistance package, valued at \$10.00 per child.

### **PARTNER Responsibilities**

- Payment
  - Provide payment to the Foundation totaling \$0.00 for access to the Foundation’s Program training, curriculum, support and technical assistance (See Attachment A)
- Participants
  - PARTNER will abide by all Program Overview requirements listed above
  - Ensure at least 2,000 unique youth participate in the Program by the end of the Term
  - Ensure all participants sign waiver and model release forms before beginning the Program
- Coach-Mentors/Training
  - Provide coach-mentors and relevant staffing for the Program at the defined 20:1 ratio

- Ensure coach-mentors have received certified Program training prior to beginning work within the Program
- Ensure that no minors (defined as individuals under the age of 18) are counted as coach-mentors in relation to the defined 20:1 ratio. Minor coaches can participate in the program, but must be accompanied by a trained coach-mentor at all times
- Ensure that no activities occur during the Program which are inappropriate or may damage the reputation of the Program, which include, but are not limited to any fighting or use physical force and the use of or encouragement any abusive, obscene, objectionable or inappropriate language, behavior, gestures or displays toward any person
- Ensure coach-mentors are cleared through a mutually-agreed upon criminal history check as detailed in the Foundation's Criminal History Check Policy (See Attachment B)
- Data/Reporting
  - Provide to the Foundation relevant data on site locations, demographics and enrollment (participant and coach-mentor) by site, as well as any data mutually agreed upon to be collected
  - Allow Foundation to conduct Program site visits at Foundation's discretion
- Branding
  - Allow for Foundation to utilize PARTNER logo(s) for expressed and mutually-agreed upon purposes related to the Program (additional details found in Administrators Guide)
  - Foundation logo will be displayed on Grantee's website homepage or partner's page with a hyperlink to the Foundation's website homepage throughout the Term of the Grant
- Sites
  - Ensure all Program sites meet Program requirements, including Foundation's insurance requirements listed below
  - Ensure each site is maintained as a clean play space free from debris and hazardous materials, as well as any potential risk to the safety of Program participants
  - Ensure each site has access to water, a first aid kit, as well as an emergency plan for Program participants
- Child safety and injury policies
  - Ensure that PARTNER has in place, at every Program site, a clear child safety policy and injury protocol for Program participants, and that all coach-mentors and relevant PARTNER staff members are educated in both policies
  - Ensure that PARTNER is following the guidance of the Safe Sport Act of 2018, which includes mandatory reporting compliance, as well as required child abuse awareness and preventing training for all coach-mentors and others in direct contact with youth participants.

### Insurance Requirements

Throughout the Term of this MOU, PARTNER shall provide and maintain, at its expense, the following insurance which shall protect PARTNER and the Foundation on a primary basis from any and all claims arising out of or in connection with the Program:

- **Commercial General Liability** insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate
  - Such insurance shall include coverage for premises liability, contractual liability, products-completed operations, participant legal liability, personal and advertising injury, property damage and bodily injury liability (including death)
- **Automobile Liability** insurance, to the extent necessary, covering liability arising out of the PARTNER's use, operation and/or maintenance of any automobile (including buses), with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage
- **Workers Compensation Liability** insurance covering employees of Grantee serving at the Program, with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit
- **Umbrella/Excess Liability** insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability, Auto Liability and Employer's Liability policy limits
- **Participant Accident** insurance covering all participants in the Program with limits not less than \$10,000 per participant for Accident Medical coverage and \$1,000 per participant for AD&D coverage

All policies shall be endorsed to name the Foundation and Foundation Parties as Additional Insureds. All such insurance required above shall be (1) considered primary with respect to Claims arising out of the Program; and (2) shall be written by insurance companies that are satisfactory to Foundation and that are licensed to do business in the state in which the Program takes place.

**Indemnification**

PARTNER agrees to indemnify, defend and hold harmless all Foundation Parties from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys’ fees and expenses arising out of or related to any legal proceeding and any legal appeal) (“Claim” or “Claims”) related to the Program and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with operation, location, or condition of the Program, or any person’s participation in the Program, whether authorized or unauthorized, proper or improper. PARTNER’s indemnification obligation hereunder shall survive the expiration or earlier termination of this MOU.

**Attorney’s Fees**

PARTNER agrees to pay all costs and expenses, including reasonable attorneys’ fees, incurred by the Foundation in connection with any litigation concerning this MOU should the Foundation prevail against PARTNER in such litigation, whether commenced by the Foundation or the PARTNER.

**Jurisdiction**

This MOU shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the District of Columbia, and by execution and delivery of this MOU, such party irrevocably consents to jurisdiction and venue in each such court.

**Absence of Warranties**

The Foundation makes no representations or warranties of any kind, either express or implied, as to any matter including, but not limited to, implied warranties of fitness for a particular purpose, merchantability or otherwise relating to the MOU, the Program, or the performance of PARTNER in any services. In no event will the Foundation be liable for any damages of any kind, including, but not limited to, personal injury, lost profits, or other consequential, exemplary, incidental or punitive damages arising out of this MOU or performance of the obligations hereunder.

**Review of PARTNER Materials**

The Foundation reserves the right, with reasonable notice, to review any and all PARTNER materials related to the Program, including, but not limited to, insurance documentation, participant enrollment forms, participant waiver forms, participant model release forms, coach-mentor criminal history screening records, data collected on Program participants and/or coach-mentors, and any other documentation related to the operation of the Program. Upon request, PARTNER will supply Foundation will relevant documents within five (5) business days, unless a request for additional time is approved by the Foundation.

**U.S. Soccer Foundation**

**PARTNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: Rob Kaler, COO & General Counsel

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Support Services Agreement

**Approval of Agreement #19-176 – Tresis Partners Corporation (DeGenna/Ridge)**

Consultant will provide lice elimination treatment for Oxnard School District students in families who have been designated as low income during the 2019-20 school year.

Term of Agreement: January 13, 2020 through June 30, 2020

**FISCAL IMPACT:**

Not to Exceed \$10,000.00 - MAA Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-176 with Tresis Partners Corporation.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-176 - Tresis Partners Corporation \(4 Pages\)](#)

**OSD AGREEMENT #19-176**

**OXNARD SCHOOL DISTRICT  
VOUCHER AGREEMENT**

This agreement is made and entered into this December 18th, 2019, by and between the Oxnard School District (OSD), Ventura County, California, hereinafter referred to as the "District" and the independent contractor Tresis Partners Corporation dba Lice Clinics of America Ventura, hereinafter referred to as the "Contractor."

**Name of the contracting party:** Tresis Partners Corporation  
**Contractor corporate address:** 6158 Mulholland Hwy, Hollywood, CA 90068  
**Contractor phone:** (303) 748-3499  
**Contractor clinic appointment line:** (805) 334-0951 x1  
**Contractor email:** tates@tresisinc.com  
**Contractor federal Tax ID:** 81-4053205 – C Corp  
**Description of services:** Urgent Care for Head Lice Removal  
**Date(s) of service:** January 13, 2020 thru June 30, 2020  
**Site(s) where services are to be performed:** Lice Clinics of America Ventura  
3875 Telegraph Road, Suite J, Ventura, CA 93003

This District agrees to compensate the contractor for services rendered as follows:

**Total compensation for services not to exceed:** \$10,000.00

**To be paid as follows:** Contractor will provide vouchers for lice treatment at the following rate: \$1,550 for 11 treatment vouchers per pack, each for one full signature AirAlle' heated air machine treatment (10 vouchers at \$155 plus one free voucher with each purchase of 10). Payments to contractor will be due up front.

**Executive Summary**

Lice Clinics of America Ventura is a community clinic that specializes in head lice treatment with the backing of the world's largest head lice removal network. We are the only lice treatment company that exclusively uses an FDA cleared medical device called the AirAlle' machine to kill lice and their eggs in one treatment, three-step process that takes about an hour. It's the fastest, most effective and efficient head lice treatment in the country. It's a three-step process that leaves the client lice free when they walk out the door and it does not require follow up visits. And, we never use toxins or pesticides.

We understand that some families in our community are in tough situations and dealing with head lice only adds extreme stress to every member of the family. We want to help these families succeed by removing the stigma of living with lice while raising their self-esteem, to further meet their family goals.

Since we opened our doors February 1, 2017, we have successfully treated nearly 3,000 families. The network has successfully treated over 615,000. The key to the AirAllé machine is that it uses heated air at a regulated temperature to dehydrate and desiccate lice and their eggs or nits. Following is a full section-by-section comb out and then a topical oil application. A 3-step process that results in clients being lice free. The reason why this machine is so critical is because there is nothing like it available anywhere else and it has documented tested and proven results to be 99.2% effective at killing live lice and their eggs in 30 minutes. That combined with the full comb out and topical oil application is virtually foolproof. We have never had a treatment fail.

With the mutation of lice over the past 10 years these new super bugs are commonly referred to as "super lice", and they are resistant to over-the-counter medications such as Rid and Nix that are now only effective killing live lice about 25-40% of the time and they do nothing to kill eggs. At least 48 states in the country have been shown to be exposed to "super lice" and California is at the top of the list. Approximately 8-10 days after using OTC lice medications such as Rid or Nix, the leftover eggs hatch, they mature, and each new bug begins laying 3-10 eggs per day to keep the infestation going. These are often referred to as "chronic cases" because it's not always understood that children normally don't "keep getting lice" every month or every few weeks, but rather, in most cases, they never get rid of the lice in the first place, because treatment methods available over-the-counter are no longer effective at completely killing lice or their eggs.

OXNARD SCHOOL DISTRICT  
VOUCHER AGREEMENT

Even the most popular (and most expensive prescription, called Sklice) kills live lice about 70% of the time but doesn't kill all nits and eggs. And, anyone concerned about pesticides and toxic chemicals or the potential risks they may pose to the health of children (such as chemical burns), we suggest checking their animal testing results. While they force animals to ingest the toxins and children don't, the human skin often absorbs what it comes in contact with. The warning label on Sklice also says that the toxins can be spread to a nursing child through breast milk. This should be a red flag warning to all that consider using this ineffective and potentially dangerous method to treat lice on children. We have seen the skin damage and results (or lack of) firsthand. For more information about their animal testing on rabbits, mice and rats, you can visit their website at [https://sklice.com/pdfs/patient\\_brochure.pdf](https://sklice.com/pdfs/patient_brochure.pdf). Page 6, column 3 under "animal data" 8.2 and 8.3 "nursing mothers."

Combing only lice treatment companies vary in their methods that require follow ups and most treating lice with "organic" products such as "olive oil, mayonnaise, face wash" and more. But the cost and time involved can often be more expensive than the heated air treatment method and far less effective. If combing isn't 100% effective, it's just a matter of time before leftover egg hatching occurs and a new infestation begins. Further, there is currently no reliable evidence showing that any of these organic methods actually kill live lice and none have been shown to kill eggs. We have, however, treated many families that had recently spent 6+ hours and hundreds of dollars hiring combing companies to come to their homes, only to discover that the process turned out to be ineffective. In one instance, they didn't find out until post combing that they would be required to soak their head/hair in olive oil every day for a week, followed by every other day for another week. That's hours of combing and weeks of follow up at a cost that would far exceed the most effective treatment at Lice Clinics of America Ventura where you leave lice free in about an hour.

Please visit our website <http://www.LiceClinics805.com>. We have two special short videos that explain the process as well as a video that was aired on the popular TV show "The Doctors", where they discuss "super lice" and our success rates in killing them in the fastest, safest and most effective way. Head lice are an epidemic in California because lice are so contagious. They spread nearly as quickly as the common cold. Children miss millions of days of school each year in the United States. Each day costs a school \$35-55 in lost revenue but equally as important are the days the child misses followed by overdue schoolwork.

### **Program Overview**

Lice Clinics of America Ventura is introducing a voucher program tailored for organizations whereby it can purchase discounted AirAlle' treatments in batches of 10 and one free treatment will be added by the clinic. The normal price of a treatment is \$195. The discounted price for the Oxnard School District bulk vouchers, in groups of 10, would be \$155 each plus one additional voucher at no charge. Each voucher will be tagged with a certificate number for tracking purposes and may be used only once, for one treatment, and will be surrendered to Contractor at the time of the appointment. It's recommended that the whole family (or split families) get checked and/or treated (if needed) so that the lice can be gone and not spread back and forth between family members. Unless the whole family is cleared, Contractor is not responsible to re-treat student due to re-infestation from a family member. If all family members are screened and cleared, we guarantee the student that was treated to be lice free for 15 days and will retreat at no charge should the treatment fail for any reason during that time period. We will offer discounted screenings as well, so that each family member can be checked during the same appointment. Screenings are normally \$25, but we can offer them at a discounted price of \$10 for Oxnard voucher family members during the same appointment as the treatment(s). We will also offer family members a treatment discount should it be needed.

We want to become a trusted and valuable resource for you, your students, their parents, and your institution. We realize that some families have a great need for head lice treatments but may not have the financial means to get it taken care of. Many spend their hard-earned dollars on OTC methods that they believe will work, but don't realize their efforts are futile. That's why we are offering our voucher program to help schools make this heated air treatment fast and affordable, getting the students back in school the same or next day.

Our clinic operates seven days a week, between 9am and 8pm by appointment only. We have certified technicians who work on-call and can be available within an hour's notice.

**Stipulations.** When Oxnard Schools become aware of a family that is battling with an infestation, voucher(s) can be issued to the parent(s) that can be redeemed at the Ventura clinic at the time of their scheduled appointment. There is no cash value to the parents for the vouchers. The treatment is about a one-hour affair (a bit longer if the hair is really long or the infestation is heavy) The clinic has a policy that if hair is beyond the shoulder blades there is an extra

OXNARD SCHOOL DISTRICT  
VOUCHER AGREEMENT

charge of \$25 for the 30-40 minutes of extra combing time that is necessary. The Oxnard voucher program is an all-inclusive program which means there is no extra charge for long hair or heavy infestation.

**Indemnification.** Contractor and District agree to and do hereby defend, indemnify, and hold each other harmless District, its officers, agents, employees, and/or volunteers from any and against any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Contractor or those of any of its officers, agents, employees, or subcontractors of Contractor, whether such act or omission is authorized by this Agreement or not.

**Insurance.** Contractor, 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:

Workers' Compensation Insurance. Contractor 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. In the case of any such work which is subcontracted, Contractor shall require all subcontractors to provide Workers' Compensation 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.

Commercial General Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	Each Occurrence	General Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000	\$ 2,000,000

Any and all subcontractors hired by Contractor in connection with the Services described in this Agreement shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

**Certificate of Insurance.** Contractor and any and all subcontractors working for Contractor 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 such insurance shall be filed with the District on or before commencement of the services under this Agreement.

**Contractor facilities.** Our clinic operates seven days a week, between 9am and 8pm by appointment only. We have certified technicians who work on-call and can be available within an hour's notice. Appointments can be made by calling (805) 334-0951 Ext. 1. Our clinic address is 3875 Telegraph Road, Suite J, Ventura, California 93003. Upstairs on the second floor in the corner.

**Termination:** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Vouchers have no expiration date and thus may be redeemed beyond this contract date. Vouchers are non-refundable under any circumstances and are valid for AirAlle' full signature head lice treatments only. They may not be used to purchase retail products, combing services (unless contraindications require a combing/oil alternative) or any other services.

**Contract Extension and/or Amendments:** Upon contract expiration, both parties may extend this Agreement for an additional time period, as determined by the District, under the same Contractor Agreement terms as described above. Contractor agrees to honor the above pricing structure during contract extension periods until further notice. This agreement may not be amended, modified or altered except by a written instrument executed by both parties hereto.

OXNARD SCHOOL DISTRICT  
VOUCHER AGREEMENT

\_\_\_\_\_  
Signature of President  
Tresis Partners Corporation

\_\_\_\_\_  
Signature of Oxnard School District Representative  
Lisa A. Franz, Director, Purchasing

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Facilities Agreement

**Approval of Amendment #1 to Agreement #18-16 - Flewelling & Moody Architecture Inc. (Penanhoat/De Leon)**

---

On June 6, 2018 the Board of Trustees approved Agreement #18-16 with Flewelling & Moody Architecture Inc. (F&M Architecture), for DSA Closeout and Certification services to provide closeout coordination services as required for DSA certifications on past District projects that did not have certification. Agreement #18-16 has been funded by Deferred Maintenance Funds, and the current term of agreement will end on December 31, 2019.

In order to continue DSA certification efforts, the District has requested F&M Architecture to provide the attached proposal for a not to exceed amount of \$60,000.00 and an extension of the agreement term through December 31, 2020. Under Amendment #1 to Agreement #18-16 F&M Architecture will continue their efforts to certify the remaining four (4) District projects that require DSA certification. DSA closeout and certification is required for public school construction projects for compliance with the State of California Field-Act.

**FISCAL IMPACT:**

Not to Exceed \$60,000.00 - Deferred Maintenance Funds

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees approve Amendment #1 to Agreement #18-16 with Flewelling & Moody Architecture Inc. as outlined above.

**ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)  
[Proposal \(4 Pages\)](#)  
[Agreement #18-16 - Flewelling & Moody Architecture Inc. \(17 Pages\)](#)

**Amendment #1 to Agreement #18-16 with  
Flewelling & Moody Architecture Inc.  
December 18, 2019**

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**Flewelling & Moody Architecture Inc.:**

By: \_\_\_\_\_  
Scott Gaudineer, President/CEO

Date: \_\_\_\_\_

**Oxnard School District:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

Date: \_\_\_\_\_



# Proposal for: Oxnard School District

## **DSA Closeout and Certification Assistance for various construction projects**

Submitted to:  
**Janet Penanhoat, Assistant Superintendent Business and Fiscal Services**

**1051 A Street  
Oxnard California**

**October 22, 2019**

## TABLE OF CONTENTS

<b>I: Project Description/Scope of Work .....</b>	<b>3</b>
<b>II: Scope of Services .....</b>	<b>3</b>
<b>III: Project Team .....</b>	<b>4</b>
<b>IV. Professional Services Fee.....</b>	<b>5</b>
<b>V. Schedule of Billing Rates.....</b>	<b>6</b>

# DSA Closeout and Certification Assistance for Various Construction Projects- Amendment No. 1 to Agreement #18-16

## I. Project Description/Scope of Work

1. The District has a number of buildings and other structures that have not been certified by the Division of the State Architect (DSA). The District requires continued assistance in certification and developing the required documentation.
2. Assist the District in obtaining DSA Certification for eligible projects.
3. This a 12 month extension to the existing agreement. It is anticipated that all projects assigned to the team shall be closed and certified by December 2020.

### A. Scope of Services

1. Review with District the remaining 4 projects that require DSA certification and the outstanding items may be required to obtain certification. Complete submission of items on the remaining projects that are in various stages to final certification.
2. Meet with DSA staff to determine which project requirements are actually required to meet certification approval
3. Develop or obtain required documentation from District archives, inspectors, testing labs, consultants, etc.
4. Field investigate existing conditions to determine feasibility of obtaining required certification
5. Submit documents and assist the District in obtaining Division of the State Architect approval
6. Provide construction administration services for the execution of the work.

## I. Project Team

The project team members are as follows:

- |                       |                               |
|-----------------------|-------------------------------|
| ▪ Architect           | Scott Gaudineer, AIA, C-14211 |
| ▪ Closeout Specialist | Megan Fries                   |

- Project Consultant John Labriola  
Other team members shall be used as required to obtain DSA certification

#### IV. Professional Services Fee

The fee for the specified scope of services shall be on an hourly basis per Schedule of Billing Rates and expected to not exceed \$60,000. The billing shall be monthly. Reimbursable and consultant expenses shall be submitted at cost plus ten percent (10%).

#### Schedule of Billing Rates

Effective January 1, 2018

Principal	\$200.00
Architect	\$150.00
CADD Drafter	\$110.00
Certification Specialist	\$90.00
Tech Assistant	\$75.00
Accountant	\$100.00

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances. Consultant and reimbursable costs shall be at cost, with no mark up.

**OXNARD SCHOOL DISTRICT**

**Agreement #18-16**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of June, 2018 by and between the Oxnard School District (“District”) and Flewelling & Moody Architecture Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

**RECITALS**

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

**OPERATIVE PROVISIONS**

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2018 through December 31, 2019** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed One Hundred Twenty Thousand Dollars (\$120,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 (Initials)

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

 (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

 (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. **Indemnification for Professional Liability.** Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. **Indemnification for Other than Professional Liability.** To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. **General Indemnification Provisions.** Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. 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. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.  
 (Initials)
- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

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

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

**To District:** Oxnard School District  
1055 South C Street  
Oxnard, California, 93030  
Attention: David Fateh  
Phone: (805) 385.1514 x2501  
Fax: (805) 486.5848

**To Consultant:** Flewelling & Moody Architecture Inc.  
815 Colorado Blvd., Suite 200  
Los Angeles, CA 90041  
Attention: Scott Gaudineer  
Phone: (323) 543.8300  
Fax:

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

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

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

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

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz

Signature

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

6-27-18

Date

Tax Identification Number: 95-6002318

**FLEWELLING & MOODY ARCHITECTURE INC.:**

Scott Gaudin

Signature

SCOTT GAUDINER, PRESIDENT  
Typed Name/Title

6-10-2018

Date

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #18-16

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #18-16**

**SERVICES**

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

**PER ATTACHED PROPOSAL DATED 5/8/18**

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

**PER ATTACHED PROPOSAL DATED 5/8/18**

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

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

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

- None.
- Per attached proposal

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

- None.
- Per attached proposal

VII. AMENDMENT

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

Not Project Related

Project #18-16

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #18-16**

**COMPENSATION**

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

Total Compensation Not to Exceed \$120,000.00

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

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

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

**IV. The total compensation for the Services shall not exceed \$120,000.00 as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #18-16**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #18-16

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and ~~Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

Not Project Related

Project #18-16

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #18-16**

**CONFLICT OF INTEREST CHECK**

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

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

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

Date: 6-27-18

By: *Lisa A. Franz*

*Lisa A. Franz*  
*Director, Purchasing*



## **Proposal for: Oxnard School District**

### **DSA Closeout and Certification Assistance for various construction projects**

Submitted to:  
**Janet Peanahoa, Assistant Superintendent Business and Fiscal Services**  
**David Fateh, Director of Facilities**

**1051 A Street**  
**Oxnard California**

**May 8, 2018**

**TABLE OF CONTENTS**

**I: Project Description/Scope of Work ..... 3**

**II: Scope of Services ..... 3**

**III: Project Team ..... 4**

**IV. Professional Services Fee ..... 5**

**V. Schedule of Billing Rates ..... 6**

# DSA Closeout and Certification Assistance for Various Construction Projects

## I. Project Description/Scope of Work

1. The District has a number of buildings and other structures that have not been certified by the Division of the State Architect (DSA). The District requires assistance in certification and developing the required documentation.
2. Assist the District in obtaining DSA Certification for eligible projects.

### A. Scope of Services

1. Review with District the remaining 10 projects that require DSA certification and the outstanding items may be required to obtain certification. Complete submission of items on 7 projects that are in various stages to final certification.
2. Meet with DSA staff to determine which project requirements are actually required to meet certification approval
3. Develop or obtain required documentation from District archives, inspectors, testing labs, consultants, etc.
4. Field investigate existing conditions to determine feasibility of obtaining required certification
5. Submit documents and assist the District in obtaining Division of the State Architect approval
6. Provide construction administration services for the execution of the work.

## I. Project Team

The project team members are as follows:

- |                       |                               |
|-----------------------|-------------------------------|
| ▪ Architect           | Scott Gaudineer, AIA, C-14211 |
| ▪ Closeout Specialist | Megan Fries                   |
| ▪ Project Consultant  | John Labriola                 |

Other team members shall be used as required to obtain DSA certification

#### **IV. Professional Services Fee**

The fee for the specified scope of services shall be on an hourly basis per Schedule of Billing Rates with a cap of \$120,000. The billing shall be monthly. Reimbursable and consultant expenses shall be submitted at cost plus ten percent (10%).

#### **Schedule of Billing Rates**

Effective January 1, 2018

Principal	\$200.00
Architect	\$150.00
CADD Drafter	\$110.00
Certification Specialist	\$90.00
Tech Assistant	\$75.00
Accountant	\$100.00

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances. Consultant and reimbursable costs shall be at cost, with no mark up.

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #19-175 – Heinemann (DeGenna/Cordes)**

---

Kristine Mraz from Heinemann will provide on-site professional development at Harrington School on January 9, 2020 to introduce teachers to the philosophy and techniques of a writers' workshop. Teachers will have the opportunity to watch videos, see photos, experience demonstrations and hear first hand classroom experiences. Additionally, teachers will have opportunities to dig into the curricular materials and begin planning units to implement in their classrooms as soon as they are ready.

#### **FISCAL IMPACT:**

Not to exceed \$3,360.00 - Title 1

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Harrington School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-175 with Heinemann.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-175 - Heinemann \(3 Pages\)](#)  
[Proposal \(1 Page\)](#)  
[Certificate of Insurance \(3 Pages\)](#)



DEDICATED TO TEACHERS™

361 Hanover Street  
Portsmouth, NH 03801-3912

Phone (603) 431-7894  
Fax (603) 431-7840  
(603) 431-4971

www.pd.heinemann.com

PD Offering: Custom PD with Kristine Mraz

Date(s): 1/9/2020 - 1/9/2020

Location: Oxnard, CA

Number of Participants: 30

Total Fee: \$3,360

Contact: Allison Cordes

Organization: Harrington Elementary

The Fee for the Engagement is inclusive of the consultant’s fee and expenses related to the seminar.

**Contract and Purchase Order is due for the full amount of this agreement by: 12/19/2019. The above date(s) are not secured until Heinemann has received the required purchase order.**

**ACCEPTED AND AGREED**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name (print): Lisa A. Franz Title: Director, Purchasing

**COUNTERSIGNED**

\_\_\_\_\_  
Cherie Bartlett, Manager of Professional Development, On-Site

**AGREEMENT TERMS**

This agreement by and between Heinemann Professional Development and the Client sets forth the agreement between the parties. When used herein, "Agreement" shall be understood to include this agreement, and any attached exhibits or any other documents made a part hereof or incorporated by reference, including any written amendments hereto.

Upon receipt of this Letter Agreement, you shall return by U.S. mail, to Heinemann Professional Development, two (2) copies of this Letter Agreement fully initialed and signed within fifteen (15) business days from the date of issue.

1. **SERVICES**

Heinemann will provide to Client professional services related to professional development, as set forth more fully in Exhibit A (the "Services") on page one of this Agreement. In performance of the Services at the scheduled event (the "Engagement"), Heinemann will employ a third-party Consultant/Consulting Author, as described in Exhibit A (first page of Agreement).

2. **FEES**

The Fee, as set forth in Exhibit A, shall be payable as follows:

(a) Upon execution of this Agreement, Client shall provide a purchase order for the full amount listed on Exhibit A. Purchase Order should be made out to Heinemann, 361 Hanover Street, Portsmouth, NH 03801-3912, Federal ID #06-1154537.

(b) The signed contract and purchase order shall be mailed to Heinemann Professional Development, 361 Hanover Street, Portsmouth, New Hampshire 03801-3912.

(c) Client shall pay the invoiced Fee balance to Heinemann within thirty (30) business days following Client's Engagement.

(d) Client acknowledges and agrees that in certain instances, should the number of participants increase, Client could be charged additional fees, as set forth in Exhibit A.

(e) All payments required by the Client under this Agreement are exclusive of all federal, state, local and foreign taxes, levies, and assessments. The Client agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority.

3. **RIGHT TO CANCEL; REFUNDS**

If, before the date of the Engagement, Heinemann finds that either the Client has failed, neglected or refused to perform any other contract with Heinemann or the Client's financial credit has been materially impaired, then Heinemann shall have the right to cancel this Agreement upon notice to Client.

(a) In the event that the Client cancels this Agreement within sixty (60) days of the scheduled Engagement, for any reason other than as set forth below, Client shall be fully liable for the Fee. The parties acknowledge and agree that payment of the Fee upon improper cancellation shall serve as liquidated damages and not as a penalty, to compensate Heinemann for lost income due to the time reserved in good faith by Heinemann to undertake their obligations with respect to the Engagement.

4. **FORCE MAJEURE**

No party shall have any liability to another in the event of the cancellation of the Engagement if such cancellation is caused by or due to the physical disability of the Consultant/Consulting Author, or acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack or threats, government warnings, strike, epidemic, interruption or delay of transportation service or any other cause beyond the reasonable control of a party. In the event of a cancellation for "force majeure" the parties will attempt to reschedule the Engagement, or if rescheduling is not feasible or desirable, Heinemann will refund any Fee paid with respect to the cancelled presentation, but Client shall remain liable for any out of pocket expenses reasonably and necessarily incurred by Heinemann or the Consultant/Consulting Author in accordance with this Agreement. In the event of Force Majeure, please contact Marie Calvi as soon as possible at [marie.calvi@heinemann.com](mailto:marie.calvi@heinemann.com).

Initial Here

5. **NO RECORDATION**

No audio, visual, radio, television, recording or transmitting devices may be used during the Engagement in any manner or form without the prior written consent of Heinemann.

6. **INSURANCE**

Client shall procure and maintain for the site of the presentation, with respect to the Engagement described herein, comprehensive liability insurance with a limit of coverage not less than One Million Dollars (\$1,000,000) per occurrence.

7. **NON-COMPETITION AND NO OTHER BROKER**

It is understood among all parties that any additional consulting work stemming from the Services provided will be contracted through Heinemann. Client will not use any broker, bureau or agent to book the Consultant or Consulting Author for any future Services or Engagements, other than Heinemann.

8. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Heinemann and/or the Consultant/Consulting Author own all right, title and interest in and to their respective programs and products (the "Materials") including, but not limited to, worldwide copyright in all languages and in all forms and media now or hereafter known. Client and the participants are strictly prohibited from reproduction or distribution of the Materials without prior written permission from Heinemann. Client and the participants may not make use of the Materials in any manner other than the use intended by Heinemann through its provision of the Services. For the avoidance of doubt, no right, title, or license in the Materials is granted to the Client, except for the limited, personal, non-transferable right and license for the Client to use the Materials for the Client's own internal use and benefit without reproducing them in any medium.

9. **INDEPENDENT CONTRACTOR**

Heinemann, the Consultant/Consulting Author, and the Client are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Heinemann, the Consultant/Consulting Author, and Client. The Consultant/Consulting Author is responsible for all statements made by the Consultant/Consulting Author in connection with the Engagement.

10. **LIMITED WARRANTY AND DISCLAIMER**

Heinemann warrants that the Services will be performed in a professional and diligent manner. Except for the express warranty stated in this section, to the maximum extent permitted by applicable law, Heinemann makes no additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights are expressly disclaimed and excluded.

11. **GOVERNING LAW AND FORUM SECTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of laws and Client hereby submits to the exclusive jurisdiction of the federal and state courts situated in the State of New Hampshire and the applicable service of process.

12. **LIMITATION OF LIABILITY**

In no event shall Heinemann or the Consultant/Consulting Author be liable for any consequential, special, indirect, multiple or punitive damages of any kind. Heinemann and Consultant/Consulting Author's liability shall be limited to the aggregate fee for services set forth on Exhibit A.

13. **ENTIRE AGREEMENT**

This agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be supplemented, amended or revised in writing by agreement of the parties.

Initial Here

# Proposal



361 Hanover Street • Portsmouth, NH 03801

Date: November 15, 2019

To:

Allison Cordes  
Harrington Elementary School  
451 East Olive Street  
Oxnard, CA 93033

From:

Michelle Flynn  
Michelle.flynn@heinemann.com  
Phone: 800-541-2086 ext 1117

Heinemann Professional Development is very pleased that you are interested in scheduling a day of professional development with us. If you have any questions about the quote below, please contact me at the phone number listed above. Thank you.

Custom PD			
Proposed Service	Description	Proposed Dates	Pricing
<i>Professional Development – Kristi Mraz</i>	One day of On-Site PD with Heinemann consulting author Kristi Mraz  Cost is all-inclusive, covering per diem fees and all related travel expenses.	January 9, 2020	\$3,360.00
<i>Quote Valid for 30 days.</i>		<b>TOTAL:</b>	<b>\$3,360.00</b>

This is a quote only, not a contract. Purchase order for the full amount is required to move to contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/22/2019

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).**

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377  CN101382656-STND-GAWU-19-20	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Insurance Company of North America	43575	INSURER C : N/A	N/A	INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
<b>INSURED</b> HEINEMANN PUBLISHING 361 HANOVER STREET PORTSMOUTH, NH 03801															

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-010778829-01                      **REVISION NUMBER:** 3

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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			HDO G71233571	05/15/2019	05/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C65892315 (CA)	05/15/2019	05/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B				WLR C6589239A (AOS)	05/15/2019	05/15/2020	E.L. EACH ACCIDENT \$ 1,000,000
A			N/A	SCF C65892352 (WI)	05/15/2019	05/15/2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Oxnard School District included as additional insured where required by written contract with respect to general liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1051 South A Street Oxnard, CA 93030	<b>CANCELLATION</b>  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 of Marsh USA Inc. Yevgeniya Muyamina <i>Yevgeniya Muyamina</i>
--	---

POLICY NUMBER: HDO G71233571

Endorsement Number: 40

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

However:

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

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

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

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

whichever is less.

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

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY**

Named Insured Houghton Mifflin Harcourt Company			Endorsement Number 25
Policy Symbol HDO	Policy Number G71233571	Policy Period 05/15/2019 TO 05/15/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
  - i.** The beginning of the Policy period, if this endorsement is effective as of such date; or
  - ii.** This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Support Services Agreement

**Approval of Agreement #19-178 – California State University, Long Beach (CSULB)  
(Penanhoat/Lugotoff)**

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Based on established American Dietetic Association competencies, Oxnard School District will provide CSULB interns with access to appropriate resources for education including: assessment of kitchen facilities; Child Nutrition office protocol; and students services; in an appropriately supervised environment, in which the intern can complete the curriculum.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #19-178 with California State University, Long Beach.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-178 - California State University, Long Beach \(4 Pages\)](#)



STUDENT FIELD PLACEMENT AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach ("University") and \_\_\_\_\_ ("Facility").

(please enter the complete legal name of the entity)

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. This Agreement pertains to University students enrolled in an internship course and placed at Facility by University. Facility shall provide practical experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the Facility ("Party or Parties") agree as follows:

I. EDUCATIONAL PROGRAMS – The following University educational programs are included in this Agreement and are governed by the corresponding Exhibit(s) attached hereto: Exhibit A – Individualized Supervised Practice Pathway Program Protocol, consisting of 2 pages

II. GENERAL PROVISIONS

- A. Term of Agreement - The term of this Agreement shall begin when fully executed and shall continue until \_\_\_\_\_. Either Party may terminate this agreement upon thirty (30) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students enrolled at that time shall be allowed to continue their placement until the conclusion of that academic semester.
B. Relationship of Parties – Facility (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
C. Indemnification – To the extent allowed by law, University shall be responsible for damages caused by the negligence of its directors, officers, agents and employees as defined by law, and agrees to indemnify and hold harmless Facility (including its officers, agents and employees) for claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent such injury or damages are caused by or result from the negligent acts or omissions of University directors, officers, agents or employees in the performance of this Agreement.

Facility shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless CSU and University (including its officers, agents and employees) for claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent such injury or damages are caused by or result from the negligent acts or omissions of Facility’s directors, officers, agents or employees in the performance of this Agreement.

- D. Insurance - Each Party shall, at its own cost and expense, maintain general liability insurance, comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$3,000,000 general aggregate. If Facility offers medical or professional services, Facility shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
E. Confidentiality of Student Information – University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
F. Health Testing – If Facility requires a health history or testing (tuberculosis testing, current immunizations, flu shot, etc) for students prior to placement, students shall provide proof of satisfactory health history directly to Facility.
G. Background Check/Finger-Printing - If Facility requires University’s students to undergo a background check or fingerprinting prior to placement, University students shall coordinate the results directly with Facility.
H. Orientation – Facility shall provide an orientation to students, including familiarity with the building/property and policies regarding safety and proper business operations.

- I. Services Responsibility-** Facility retains professional and administrative responsibility for all services rendered at Facility.
- J. Confidentiality of Medical Records (HIPAA) – [For clinical/medical placements]** All of Facility’s medical records and charts created in connection with Clinical Training shall be and shall remain the property of Facility. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Students shall be considered to be members of Facility’s “Workforce,” as defined at 45 Code of Federal Regulations (C.F.R.) §160.103.  
  
In the course of Clinical Training at Facility, Students may have access to Protected Health Information, as defined at 45 C.F.R. §160.103, and shall be subject to Facility’s HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to Facility’s HIPAA Privacy and Security policies and procedures.  
  
The Parties agree that University is not a “business associate” of Facility under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of Facility. There will be no exchange of individually identifiable protected health information between University and Facility.
- K. Locations –** If Facility operates more than one location capable of accepting student interns, all locations under its management or control will be covered by the terms of this Agreement.
- L. Fair Labor Standards Act and Displacement of Organization Employees –** It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of Facility.
- M. Nondiscrimination –** Neither Party shall discriminate unlawfully against any student in placement or continuation in a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.
- N. Endorsement -** Nothing contained in this Agreement shall confer on any party the right to use the other party’s name as an endorsement of a product or service, or to advertise, promote or market any product or service.
- O. Severability -** If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- P. Assignments -** This Agreement is not assignable in whole or in part by either Party.
- Q. Governing Law –** This Agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the County of Los Angeles, State of California.
- R. Authority -** Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- S. Entire Agreement –** This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

**University:**

California State University, Long Beach  
 Attn: Procurement & Contractual Services  
 1250 Bellflower Blvd., BH-346  
 Long Beach, CA 90840-0123  
 (562)985-4296

**Facility:**

\_\_\_\_\_  
 \_\_\_\_\_  
*Street address*  
 \_\_\_\_\_  
*City, State, Zip*  
 \_\_\_\_\_  
*Phone Number* *e-mail*

\_\_\_\_\_  
*University Signature* *Date*  
 \_\_\_\_\_  
*Name and Title*

\_\_\_\_\_  
*Facility Authorized Signature* *Date*  
 \_\_\_\_\_  
*Name and Title*

Exhibit A  
Family and Consumer Sciences: Individualized Supervised Practice Pathway (ISPP)  
SPECIFIC PROTOCOL  
STUDENT FIELD PLACEMENT AGREEMENT

The following California State University Long Beach program is approved by the California State University (CSU) Trustees. As well, the Academy of Nutrition and Dietetics (AND) and the Accreditation Council for Education in Nutrition and Dietetics (ACEND) have heretofore granted approval to the University's Family and Consumer Sciences, Didactic Program in Dietetics, ISPP program. The ISPP program requires supervised practice experience for DPD verified students admitted into the program.

At all times during operation of this Agreement the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement, and are not employees or agents of the University.

I. FACILITY SHALL:

- a. Permit each student designated by the University to receive supervised practice experience at the Facility and shall permit such student reasonable access to appropriate organizational facilities for such supervised practice experience.
- b. Maintain facilities used for supervised practice experience in such a manner that said facilities shall at all times meet the minimum essentials for local and national health and safety standards.
- c. Coordinate emergency first aid or medical treatment if a student suffers an injury or illness during the course of a student's field education experience.
- d. Have the right to refuse participation to any University student who is not participating satisfactorily in the program. In the event Facility determines a student is not satisfactorily participating in the program, Facility shall consult with University regarding the reasons for denying participation of such student.
- e. Notify the University's instructors (ISPP Director) of any change in the Facility's contact personnel.

UNIVERSITY SHALL:

- a. Designate ISPP students for practical experience at the Facility, in such numbers as are mutually agreed to by both parties
  - a. Facility may participate in the choosing of students/interns as requested.
- b. Work with Facility to supervise the instruction and supervised practice experience of this agreement.
- c. Keep all attendance and academic records of students participating in said program.
- d. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Facility.
- e. Require University representative to notify Facility's internship sponsor in advance of:

- a. Student schedules
- b. Placement of students in supervised practice assignments
- c. Changes in supervised practice assignments
- f. In consultation and coordination with the Facility's personnel, students will establish goals for the supervised practice experience to meet the ISPP guidelines under the Agreement.
- g. In consultation and coordination with appropriate Facility personnel arrange for periodic conferences between appropriate representatives of the University and Facility to evaluate the supervised practice experience program under this agreement.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Consent Agenda

**Approval of Notice of Completion, Elm Elementary School Reconstruction Project  
(Penanhoat/De Leon/CFW)**

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Construction work has been completed and accepted by the Architect of Record and the Department of the State Architect (DSA) Inspector of Record for the Elm Street Elementary School Reconstruction Project. The project is proceeding with contract close-out and DSA Certification. As of November 14, 2019, the contractor, Bernards Bros, Inc., has completed all work and met all contractual obligations included in Construction Services Agreement #16-199 for the Elm Street E.S. Reconstruction Project. At this time, it is recommended that the Board of Trustees approve the Notice of Completion for this Project, which subsequently will be filed by the District with the Ventura County Recorder's Office.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Construction Services Agreement #16-199, Elm Elementary School Reconstruction Project with Bernards Bros., Inc.

**ADDITIONAL MATERIALS:**

**Attached:** [Notice of Completion - Agreement #16-199 Elm Elementary School Reconstruction Project](#)

Return Recorded Notice of Completion to:  
Lisa A. Franz  
Oxnard School District  
1051 South "A" Street  
Oxnard, CA 93030

**NO FEE PER GOVT CODE 27383**

**NOTICE OF COMPLETION**

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Description: **Elm Street Elementary School, 450 E Elm St, Oxnard, CA 93033, for Construction Services Agreement #16-199, Elm Street Elementary School Reconstruction Project:**

That on or about the 14<sup>th</sup> day of December, 2016 the said Oxnard School District of Ventura County entered into a contract with Bernard Bros, Inc. for the work of site improvements located at the school site listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 14th day of November 2019; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By \_\_\_\_\_  
Secretary of its Board of Trustees

STATE OF CALIFORNIA     )  
COUNTY OF VENTURA    )

Karling Aguilera-Fort, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.

\_\_\_\_\_

Subscribed and sworn to (**or affirmed**) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

\_\_\_\_\_  
\_\_\_\_\_

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Facilities Agreement

**Approval of Work Authorization Letter #15 (“WAL #15”) for Agreement #13-131 for Rincon Consultants Inc. to provide Hazardous Building Materials Survey services for the McAuliffe Elementary School Modernization Project (Penanhoat/De Leon/CFW)**

The District’s 2012 Facilities Master Plan (FMP) assessed McAuliffe Elementary as needing extensive modernization throughout its classrooms, MPR/food service facility, Learning Resource Center and limited administrative spaces, such as Reading Specialist office. A final budget and project description were included within the 2016 Master Construct Program, as well as the 2018 Modernization Assessment Plan. The adopted budget of \$4.96M includes the total soft and hard construction costs anticipated as well as a project contingency.

Rincon Consultants Inc. will conduct a limited Hazardous Building Materials Survey (HBMS) for the McAuliffe Elementary School modernization project. This property was developed as an elementary school originally constructed in 1989 with two additional classrooms constructed in 2018. Based on the construction of the school buildings post-1980, the Limited HBMS will include the representative sampling of materials throughout the school buildings. The limited HBMS shall be conducted to identify the presence of asbestos-containing materials and lead-containing surfaces, and will include the representative sampling of materials of school buildings to identify the presence/absence of asbestos-containing materials (ACM) and lead-containing surfaces (LCS). The limited HBMS survey is not intended to be inclusive of all buildings and all materials, but a limited survey for planning purposes. After completion of the final survey results, a letter report will be prepared summarizing the results and providing recommendations as required. As part of the design for the modernization, these areas need to be identified.

This Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: #13-131  
Work Authorization Letter: #15  
Consultant: Rincon Consultants Inc.  
Date Issued: 12/18/19

**FISCAL IMPACT:**

Work Authorization Letter #15 to Agreement #13-131 includes a Hazardous Building Materials Survey for Three Thousand Nine Hundred Dollars and Zero Cents (\$3,900.00) to be paid out of the Master Construct and Implementation Funds.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work

Authorization Letter #15 to Agreement #13-131 with Rincon Consultants Inc. to provide a Hazardous Building Materials Survey for the McAuliffe Elementary School Modernization Project.

**ADDITIONAL MATERIALS:**

**Attached:** [WAL #15 \(1 Page\)](#)  
[Proposal \(3 Pages\)](#)  
[Master Agreement #13-131 - Rincon Consultants Inc. \(53 Pages\)](#)

	<b>WORK AUTHORIZATION LETTER</b>			
	<b>GENERAL INFORMATION</b>			
	<b>PROJECT #:</b> <b>SITE NAME:</b> Mc Auliffe Elementary School <b>MASTER AGREEMENT #:</b> 13-131 <b>WAL #:</b> 15		<b>DATE:</b> 12/18/2019 <b>DSA #</b> <b>OPSC #</b> <b>VENDOR ID:</b>	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>				
<b>DISTRICT</b>		<b>CONSULTANT</b>		
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501		<b>Firm Name:</b> Rincon Consultants Inc. <b>Street:</b> 180 North Ashwood Avenue <b>City, State, Zip:</b> Ventura, CA 93003 <b>Phone:</b> (805)644-4455		
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>				
<i>Rincon Consultants Inc. will conduct a limited Hazardous Building Materials Survey (HBMS) for the McAuliffe Elementary School modernization project, located at 3300 Via Marina Avenue in Oxnard, California. The limited HBMS shall be conducted to identify the presence of asbestos-containing materials and lead-containing surfaces. The limited HBMS will include the representative sampling of materials of school buildings to identify the presence/absence of asbestos-containing materials (ACM) and lead-containing surfaces (LCS). The limited HBMS survey is not intended to be inclusive of all buildings and all materials, but a limited survey for planning purposes. After completion of the final survey results, a letter report will be prepared summarizing the results and providing recommendations as required.</i>				
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>				
<b>START DATE:</b> Approximately 12/19/2019		<b>COMPLETION DATE:</b> 2/18/2020		
<b>FIXED FEE AMOUNT:</b> Three Thousand Nine Hundred Dollars and Zero Cents (\$3,900.00)				
<i>This fee amount is based upon Consultant's proposal dated <u>11/19/2019</u> and subsequent negotiations mutually agreed to by all parties</i>				
<i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>				
<i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i>				
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>				
<b>DISTRICT</b>		<b>CONSULTANT</b>		
OXNARD SCHOOL DISTRICT		CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)	
<b>FOR DISTRICT USE ONLY</b>				
PROJECT MANAGER: Mario Mera		PREPARED BY: Varun Inapuri		
P.O. #		P.O. AMOUNT:		
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R"	<input type="checkbox"/> DEF. MAINT.	<input type="checkbox"/> DEV. FEES	
COST ID: 6271		<input checked="" type="checkbox"/> Master Construct & Implementation Funds		
(PM APPROVAL SIGNATURE)		(DATE)		
SPECIAL INSTRUCTIONS:				



**Rincon Consultants, Inc.**

180 North Ashwood Avenue  
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com  
www.rinconconsultants.com

November 19, 2019  
Project No: 19-08860

Jennifer MacIsaac, R.A., LEED AP  
Oxnard School District c/o Caldwell Flores Winters, Inc.  
1901 S. Victoria Avenue, Suite 106  
Oxnard, CA 93035  
Via email: [jmacisaac@cfwinc.com](mailto:jmacisaac@cfwinc.com)

**Subject: Proposal to Conduct a Limited Hazardous Building Materials Survey  
McAuliffe Elementary School Modernization, 3300 Via Marina Avenue, Oxnard, California**

Dear Ms. MacIsaac:

We are pleased to submit this proposal to conduct a Limited Hazardous Building Materials Survey (HBMS) for the McAuliffe Elementary School modernization project, located at 3300 Via Marina Avenue in Oxnard, California. We understand that the property is developed as an elementary school originally constructed in 1989 with two additional classrooms constructed in 2018. Based on the construction of the school buildings post-1980, the Limited HBMS will include the representative sampling of materials throughout the school buildings (30 permanent buildings and 10 portable classrooms, and one portable restroom facility) to identify the presence/absence of asbestos-containing materials (ACM) and lead-containing surfaces (LCS). The limited HBMS survey is not intended to be inclusive of all buildings and all materials, but a limited survey for planning purposes. If ACM and/or LCS appear widespread, a complete HBMS may be recommended.

## Scope of Work

### Task 1 Asbestos Survey

The survey will be conducted by a State of California Certified Asbestos Consultant (CAC) or Site Surveillance Technician under the supervision of a CAC. A visual survey is conducted initially to identify the presence of suspect ACM. Homogenous areas are defined as areas in which suspect materials are uniform in texture, construction or application date, and general appearance. Data are presented by homogenous area according to location as well as material type, quantity, and the presence of asbestos.

Intrusive inspection and sampling are not within the scope of a typical proposal; that is, the use of demolition techniques to gain access to normally inaccessible areas, such as pipe chases in ceilings, wall crawl spaces, attics, etc., will not be employed. Non-destructive inspection and sampling will be employed.

Samples are collected in general accordance with United States Environmental Protection Agency (USEPA) sampling procedures as defined in the Simplified Sampling Scheme for Friable Surfacing Materials, USEPA, 1985 and the Asbestos Hazard Emergency Response Act of 1986 (40 Code of Federal Regulations [CFR] part 763). Reasonable care is taken to avoid any accidental fiber release into the building environment.

The asbestos samples will be analyzed using a laboratory accredited by the American Industrial Hygiene Association, the National Institute for Standards and Testing and the National Voluntary Laboratory



Accreditation Program. Analysis is by Polarized Light Microscopy (PLM). Quality Control is strictly enforced to assure accuracy of sample results. Current Federal USEPA Regulations define a material to be asbestos-containing at 1% by weight. Current State of California regulations define a material to be asbestos-containing at 0.1% by weight. For this reason, any sample reported as containing trace amount of asbestos is assumed to contain asbestos. The analytical data are presented in a report describing sampling and analytical methods used, quantities of hazardous materials, and material-specific recommendations. For the purposes of this estimate it is assumed that up to 25 samples will be analyzed for asbestos by PLM.

## Task 2 Lead-Containing Surfaces Survey

The LCS survey is conducted by a State of California Department of Public Health trained Lead Inspector/Assessor for lead based paint. First, a visual survey is conducted to identify the presence of suspect LCS. After the suspect LCS is located, LCS readings are performed from each component identified during the visual survey.

Representative LCS readings are collected utilizing an X-Ray Fluorescence (XRF) LCS analyzer. Readings are collected from selected components throughout the building's interior and exterior. LCS readings are collected in accordance with Chapter 7 of the Housing and Urban Development Guidelines<sup>1</sup> for Evaluation and Control of Lead Based Paint Hazards in Housing, USEPA 40 CFR part 745, and Title X of the 1992 Housing and Community Development Act.

Intrusive inspection and sampling are not within the scope of a typical LCS survey proposal. Non-destructive inspection and sampling will be employed. We have budgeted that this work will be done concurrently with the asbestos survey.

## Task 3 Coordination and Reporting

Rincon will coordinate sampling with the Oxnard School District, school staff, and sampling staff. After receipt of the final survey results, a letter report will be prepared summarizing the results and providing recommendations.

## Schedule and Cost

We are prepared to start with this project immediately upon your authorization. ACM and LCS surveys will be coordinated with Oxnard School District representatives and can be completed in one day. We will prepare a letter report summarizing the findings of the HBM survey within one week of receipt of the final survey results. The lump sum cost of the HBMS and letter report is \$3,900.

## Authorization

The work described in this proposal will be performed in accordance with our existing as-needed agreement. To authorize this proposal, please provide a written work authorization.

It is assumed the survey will be performed Monday through Friday, during regular business hours and that a representative of the Oxnard School District will be available to provide access to all inaccessible or locked areas.

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<sup>1</sup> Housing and Urban Development Guidelines: For current purposes, citation of HUD guidance applies only to the lead-based paint measurement method, not to the scope/amount of sampling/testing to be conducted.



Oxnard School District  
Proposal to Conduct a Hazardous Building Materials Survey  
McAuliffe Elementary School, 3300 Via Marina Avenue, Oxnard, California

We sincerely appreciate your consideration of Rincon on this project. If you have any questions or would like any additional information, please contact us.

Sincerely,

**Rincon Consultants, Inc.**

A handwritten signature in blue ink that reads "Lisa Bestard".

Lisa Bestard  
Senior Environmental Scientist

A handwritten signature in blue ink that reads "Gib Fates".

Gib Fates, PG  
Principal

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** (“Consultant”) with a business address at 180 North Ashwood Avenue, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

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

**OPERATIVE PROVISIONS**

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

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

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

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

#### **9. Responsibilities of Consultant:**

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

#### **10. Responsibilities of District.**

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
  - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
  - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
  - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
  - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
  - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

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

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

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

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

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

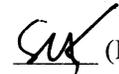
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it  does  does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

*SUS* (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

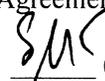
29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

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

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

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa Cline  
*Assistant Superintendent, Business & Fiscal Services*  
Re: [Insert Project Name]

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

To Consultant: Rincon Consultants, Inc.  
180 North Ashwood Avenue  
Ventura, CA 93003  
Attention: Stephen Svete  
T: (805) 644-4455  
Email: svete@rinconconsultants.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz  
Signature

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

11-20-13  
Date

Tax Identification Number: 95-6002318

**RINCON CONSULTANTS INC.:**

[Signature]  
Signature

STEPHEN SNEYE, AICP/N.P.  
Typed Name/Title

10-31-2013  
Date

Tax Identification Number: 77-0390093

Not Project Related

Project #13-131

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

Not Project Related

Project #13-131

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		

Not Project Related

Project #13-131

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**COMPENSATION & RATE/FEE SCHEDULE**

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

<b>Document/Study</b>	<b>Estimated Costs</b>
Initial Study – Mitigated Negative Declaration	\$15,000 - \$80,000
Environmental Impact Report	\$40,000 - \$200,000
Phase I Environmental Site Assessment	\$2,500 - \$3,200
Preliminary Environmental Assessment	\$16,000 - \$21,000
Pipeline Study	\$3,000 - \$5,000
Geotechnical Study	\$25,000 - \$40,000

*CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.*

<b>Professional, Technical, and Support Personnel</b>	<b>Rate</b>
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour

<b>Professional, Technical, and Support Personnel</b>	<b>Rate</b>
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

Not Project Related

Project #13-131

**II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.**

**III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:**

**A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.**

**B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.**

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

**D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.**

**IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

**A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.**

**B. Acceptable back-up for billings shall include, but not be limited to:**

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

Project #13-131

**V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**

**VI. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
- Project #13-131

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**INSURANCE**

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
  - 1. owned, non-owned and hired vehicles;
  - 2. blanket contractual;
  - 3. broad form property damage;
  - 4. products/completed operations; and
  - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #13-131

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

Not Project Related

Project #13-131

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

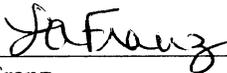
**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 

Lisa A. Franz  
Director, Purchasing

Not Project Related

Project #13-131

**EXHIBIT "E"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

- Not Project Related
- Project #13-131

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: STEPHEN SVETE  
Title: VICE PRESIDENT

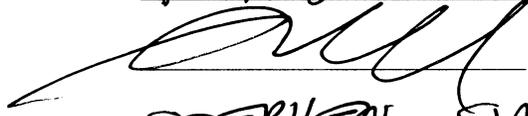
AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature:   
By: STEPHEN SVETE  
Its: VICE PRESIDENT

Not Project Related

Project #13-131

**EXHIBIT “F”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE**

**The CEQA/DTSC Compliance Consultant’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

**1. Project Initiation:**

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
  - i. Introduction of District staff and consultant's representatives who will perform the work
  - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
  - iii. Discussion of preliminary calendar of events
  - iv. Discussion of preliminary distribution list for notices and CEQA documents
  - v. Discussion of preliminary budget

**2. Calendar of Events:**

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
  - i. Date due
  - ii. Date complete
  - iii. Description of event
  - iv. Responsible party
  - v. Related documents and activities

Not Project Related

Project #13-131

**3. DTSC Compliance:**

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
  - i. High Voltage Power Transmission Lines
  - ii. Airports
  - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
  - iv. Railroads
  - v. Pressurized Gas, Gasoline, or Sewer Pipelines
  - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
  - vii. Major Roadways
  - viii. Tsunami, Flood, and Dam Inundation
  - ix. EMF Frequencies

**4. Initial Study/Notice of Preparation/Scoping Meeting:**

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
  - i. The Initial Study shall include:
    - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
    - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

Not Project Related

Project #13-131

**5. Negative Declaration:**

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

**6. Mitigated Negatives**

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

**7. Environmental Impact Report:**

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
  - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
  - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
  - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
  - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

Not Project Related

Project #13-131

- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
  - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
  - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
  - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
  - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
  - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
  - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

Not Project Related

Project #13-131

- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
  - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
  - Growth inducing impacts
  - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
  - Unavoidable adverse impacts
  - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

**8. Review of Draft EIR by District Prior to Circulation:**

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

Not Project Related

Project #13-131

**9. Response to Comments on EIR During Public Review Period:**

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

**10. Resolution; Findings of Fact; Statement of Overriding Considerations:**

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

**11. Advertisement of Documents and Entering CEQA Documents into Public Records:**

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

**12. Project Management and Attendance at Progress Meetings:**

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

**13. Progress Reports:**

- a. A progress report shall accompany the monthly invoice that shows the following:
  - i. Summary of work completed during the previous month as it relates to the work schedule

Not Project Related

Project #13-131

- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

#### 14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

#### 15. Time

**NTP + 7 days:** Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

**NTP + 30 days:** Consultant shall submit to the District draft Phase I ESA document.

**NTP + 45 days:** Consultant shall submit draft IS/MND report for District review.

**NTP + 60 days:** Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

**NTP + 90 days:** Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

**NTP + 120 days:** Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

**Final Phase I ESA + 90 days:** Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

#### 16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.





- Not Project Related  
 Project #13-131

### Consultant/Vendor Billing Instructions

#### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA, project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

#### First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

#### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values;% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (middlesdt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

**NOTE:** All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2013

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

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

PRODUCER  <b>LEGENDS ENVIRONMENTAL INS.SVCS,LLC</b> 2165 N GLASSELL STREET ORANGE, CA 92865 LICENSE #0C79875	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED  RINCON CONSULTANTS, INC. 180 NORTH ASHWOOD AVENUE VENTURA, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	AMERICAN SAFETY INDEMNITY COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	A IX

**COVERAGES**      **CERTIFICATE NUMBER:** 107184      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>PROF LIABILITY/ CLMS MDE</b> <b>TRANSPORTATION COV. /CLMS MDE</b>	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG. 1,000,000 PER OCC	

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

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED. EACH INSURANCE POLICY REQUIRED BY THIS AGREEMENT SHALL BE ENDORSED AND STATE THE COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELLED BY THE INSURER OR EITHER PARTY TO THIS AGREEMENT, REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO DISTRICT.

### CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT  
1051 SOUTH A STREET  
OXNARD, CA 93030

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
*Paul Finn*

288

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01  
 INSURED: RINCON CONSULTANTS, INC.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENV 98 036 11 04**

**PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT**

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
<p>Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.</p> <p>Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers</p>	<p>Where Specified by written contract</p> <p>RE: All Operations</p>

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ENV030030-11-01  
NAMED INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY  
ENV 98 031 11 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07**

**ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION**

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:

1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2013

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

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

PRODUCER TWIW Insurance Services LLC - #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	FAX (A/C. No.): (805) 585-6832	
	PHONE (A/C. No. Ext): (805) 585-6732	E-MAIL ADDRESS: dirwin@twiw.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Golden Eagle Ins Corp.		10836
	INSURER B: QBE Ins Corp		39217
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 13/14 AU/WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA1078780	12/17/2012	12/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EQB0201324	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
AUTO: Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

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

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## COMMERCIAL AUTO GOLD ENDORSEMENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### SECTION II - LIABILITY COVERAGE

#### A. COVERAGE

##### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

#### 7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

### B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

### D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

## SECTION IV. BUSINESS AUTO CONDITIONS

### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

#### 2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

### B. GENERAL CONDITIONS

9. is added

#### 9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

### COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**SECTION II – LIABILITY COVERAGE**

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

### b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

**5. Fellow Employee**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

**6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

**7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

**8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

**9. Operations**

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

**10. Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**11. Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

### SECTION III – PHYSICAL DAMAGE COVERAGE

#### A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

##### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

##### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

##### c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### 2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### 4. Coverage Extensions

##### a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

##### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

##### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

##### b. War Or Military Action

- (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
  3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
    - a. Wear and tear, freezing, mechanical or electrical breakdown.
    - b. Blowouts, punctures or other road damage to tires.
  4. We will not pay for "loss" to any of the following:
    - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
    - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
    - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
    - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
  - b. Any other electronic equipment that is:
    - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
    - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

## SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### 4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

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

### 5. Transfer Of Rights Of Recovery Against Others To Us

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

## B. General Conditions

### 1. Bankruptcy

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

### 2. Concealment, Misrepresentation Or Fraud

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

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### 3. Liberalization

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

### 4. No Benefit To Bailee – Physical Damage Coverages

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

### 5. Other Insurance

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

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.  
The coverage territory is:
  - a. The United States of America;
  - b. The territories and possessions of the United States of America;
  - c. Puerto Rico;
  - d. Canada; and
  - e. Anywhere in the world if:
    - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
    - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION V – DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured";
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;
  4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.
  6. Vehicles not described in Paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - a. Equipment designed primarily for:
      - (1) Snow removal;
      - (2) Road maintenance, but not construction or resurfacing; or
      - (3) Street cleaning;
    - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013      Policy No. EQB0201324      Endorsement No. 000  
 Insured RINCON CONSULTANTS INC  
 Insurance Company QBE INSURANCE CORPORATION

Countersigned By \_\_\_\_\_

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Facilities Agreement

**Approval of Work Authorization Letter #16 (“WAL #16”) for Agreement #13-131 for Rincon Consultants Inc. to provide Hazardous Building Materials Survey services for the Ritche Elementary School Modernization Project (Penanhoat/De Leon/CFW)**

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The District’s 2012 Facilities Master Plan (FMP) assessed Ritche Elementary as needing extensive modernization throughout its classrooms, MPR/food service facility, Learning Resource Center and limited administrative spaces, such as Reading Specialist office. A final budget and project description were included within the 2016 Master Construct Program, as well as the 2018 Modernization Assessment Plan. The adopted budget of \$4.91M includes the total soft and hard construction costs anticipated as well as a project contingency.

Rincon Consultants Inc. will conduct a limited Hazardous Building Materials Survey (HBMS) for the Ritche Elementary School modernization project. This property is developed as an elementary school originally constructed in 1992 with two additional classrooms constructed in 2018. Based on the construction of the school buildings post-1980, the Limited HBMS will include the representative sampling of materials throughout the school buildings. The limited HBMS shall be conducted to identify the presence of asbestos-containing materials and lead-containing surfaces; and, will include the representative sampling of materials of school buildings to identify the presence/absence of asbestos-containing materials (ACM) and lead-containing surfaces (LCS). The limited HBMS survey is not intended to be inclusive of all buildings and all materials, but a limited survey for planning purposes. After completion of the final survey results, a letter report will be prepared summarizing the results and providing recommendations as required. As part of the design for the modernization, these areas need to be identified.

This Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: #13-131  
Work Authorization Letter: #16  
Consultant: Rincon Consultants Inc.  
Date Issued: 12/18/19

**FISCAL IMPACT:**

Work Authorization Letter #16 to Agreement #13-131 includes a Hazardous Building Materials Survey for Three Thousand Nine Hundred Dollars and Zero Cents (\$3,900.00) to be paid out of the Master Construct and Implementation Funds.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work

Authorization Letter #16 to Agreement #13-131 with Rincon Consultants Inc. to provide a Hazardous Building Materials Survey for the Ritche Elementary School Modernization Project.

**ADDITIONAL MATERIALS:**

**Attached:** [WAL #16 \(1 Page\)](#)  
[Proposal \(3 Pages\)](#)  
[Master Agreement #13-131 - Rincon Consultants Inc. \(53 Pages\)](#)



**WORK AUTHORIZATION LETTER**

**GENERAL INFORMATION**

<b>PROJECT #:</b>	<b>DATE:</b> 12/18/2019
<b>SITE NAME:</b> Ritche Elementary School	<b>DSA #</b>
<b>MASTER AGREEMENT #:</b> 13-131	<b>OPSC #</b>
<b>WAL #:</b> 16	<b>VENDOR ID:</b>

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

DISTRICT	CONSULTANT	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<b>Firm Name:</b>	Rincon Consultants Inc.
	<b>Street:</b>	180 North Ashwood Avenue
	<b>City, State, Zip:</b>	Ventura, CA 93003
	<b>Phone:</b>	(805)644-4455

**SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

Rincon Consultants Inc. will conduct a limited Hazardous Building Materials Survey (HBMS) for the Ritche Elementary School modernization project. The limited HBMS shall be conducted to identify the presence of asbestos-containing materials (ACM) and lead-containing surfaces (LCS). The limited HBMS will include the representative sampling of materials of school buildings to identify the presence/absence of ACM and LCS. The limited HBMS survey is not intended to be inclusive of all buildings and all materials, but a limited survey for planning purposes. After receipt of the final survey results, a letter report will be prepared summarizing the results and providing recommendations as required.

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

**START DATE:** Approximately 12/19/2019      **COMPLETION DATE:** 2/18/2020

**FIXED FEE AMOUNT:** Three Thousand Nine Hundred Dollars and Zero Cents (\$3,900.00)

This fee amount is based upon Consultant's proposal dated 11/19/2019 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

**IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:**

DISTRICT	CONSULTANT		
<b>OXNARD SCHOOL DISTRICT</b>	<b>CONSULTANT</b>		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)

**FOR DISTRICT USE ONLY**

**PROJECT MANAGER:** Mario Mera      **PREPARED BY:** Varun Inapuri  
**P.O. #**      **P.O. AMOUNT:**  
**SOURCE OF FUNDS:**     MEASURE "R"       DEF. MAINT.     DEV. FEES       Master Construct & Implementation Funds  
**COST ID:** 6271

(PM APPROVAL SIGNATURE)      (DATE)

**SPECIAL INSTRUCTIONS:**



**Rincon Consultants, Inc.**

180 North Ashwood Avenue  
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com  
www.rinconconsultants.com

November 19, 2019  
Project No: 19-08861

Jennifer MacIsaac, R.A., LEED AP  
Oxnard School District c/o Caldwell Flores Winters, Inc.  
1901 S. Victoria Avenue, Suite 106  
Oxnard, CA 93035  
Via email: [jmacisaac@cfwinc.com](mailto:jmacisaac@cfwinc.com)

**Subject: Proposal to Conduct a Limited Hazardous Building Materials Survey  
Ritchen Elementary School Modernization, 2200 Cabrillo Way, Oxnard, California**

Dear Ms. MacIsaac:

We are pleased to submit this proposal to conduct a Limited Hazardous Building Materials Survey (HBMS) for the Ritchen Elementary School modernization project, located at 2200 Cabrillo Way in Oxnard, California. We understand that the property is developed as an elementary school originally constructed in 1992 with two additional classrooms constructed in 2018. Based on the construction of the school buildings post-1980, the Limited HBMS will include the representative sampling of materials throughout the school buildings (30 permanent buildings and four portable classrooms) to identify the presence/absence of asbestos-containing materials (ACM) and lead-containing surfaces (LCS). The limited HBMS survey is not intended to be inclusive of all buildings and all materials, but a limited survey for planning purposes. If ACM and/or LCS appear widespread, a complete HBMS may be recommended.

## Scope of Work

### Task 1 Asbestos Survey

The survey will be conducted by a State of California Certified Asbestos Consultant (CAC) or Site Surveillance Technician under the supervision of a CAC. A visual survey is conducted initially to identify the presence of suspect ACM. Homogenous areas are defined as areas in which suspect materials are uniform in texture, construction or application date, and general appearance. Data are presented by homogenous area according to location as well as material type, quantity, and the presence of asbestos.

Intrusive inspection and sampling are not within the scope of a typical proposal; that is, the use of demolition techniques to gain access to normally inaccessible areas, such as pipe chases in ceilings, wall crawl spaces, attics, etc., will not be employed. Non-destructive inspection and sampling will be employed.

Samples are collected in general accordance with United States Environmental Protection Agency (USEPA) sampling procedures as defined in the Simplified Sampling Scheme for Friable Surfacing Materials, USEPA, 1985 and the Asbestos Hazard Emergency Response Act of 1986 (40 Code of Federal Regulations [CFR] part 763). Reasonable care is taken to avoid any accidental fiber release into the building environment.

The asbestos samples will be analyzed using a laboratory accredited by the American Industrial Hygiene Association, the National Institute for Standards and Testing and the National Voluntary Laboratory Accreditation Program. Analysis is by Polarized Light Microscopy (PLM). Quality Control is strictly enforced to



assure accuracy of sample results. Current Federal USEPA Regulations define a material to be asbestos-containing at 1% by weight. Current State of California regulations define a material to be asbestos-containing at 0.1% by weight. For this reason, any sample reported as containing trace amount of asbestos is assumed to contain asbestos. The analytical data are presented in a report describing sampling and analytical methods used, quantities of hazardous materials, and material-specific recommendations. For the purposes of this estimate it is assumed that up to 25 samples will be analyzed for asbestos by PLM.

## Task 2 Lead-Containing Surfaces Survey

The LCS survey is conducted by a State of California Department of Public Health trained Lead Inspector/Assessor for lead based paint. First, a visual survey is conducted to identify the presence of suspect LCS. After the suspect LCS is located, LCS readings are performed from each component identified during the visual survey.

Representative LCS readings are collected utilizing an X-Ray Fluorescence (XRF) LCS analyzer. Readings are collected from selected components throughout the building's interior and exterior. LCS readings are collected in accordance with Chapter 7 of the Housing and Urban Development Guidelines<sup>1</sup> for Evaluation and Control of Lead Based Paint Hazards in Housing, USEPA 40 CFR part 745, and Title X of the 1992 Housing and Community Development Act.

Intrusive inspection and sampling are not within the scope of a typical LCS survey proposal. Non-destructive inspection and sampling will be employed. We have budgeted that this work will be done concurrently with the asbestos survey.

## Task 3 Coordination and Reporting

Rincon will coordinate sampling with the Oxnard School District, school staff, and sampling staff. After receipt of the final survey results, a letter report will be prepared summarizing the results and providing recommendations.

## Schedule and Cost

We are prepared to start with this project immediately upon your authorization. ACM and LCS surveys will be coordinated with Oxnard School District representatives and can be completed in one day. We will prepare a letter report summarizing the findings of the HBM survey within one week of receipt of the final survey results. The lump sum cost of the HBMS and letter report is \$3,900.

## Authorization

The work described in this proposal will be performed in accordance with our existing as-needed agreement. To authorize this proposal, please provide a written work authorization.

It is assumed the survey will be performed Monday through Friday, during regular business hours and that a representative of the Oxnard School District will be available to provide access to all inaccessible or locked areas.

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<sup>1</sup> Housing and Urban Development Guidelines: For current purposes, citation of HUD guidance applies only to the lead-based paint measurement method, not to the scope/amount of sampling/testing to be conducted.



Oxnard School District  
Proposal to Conduct a Hazardous Building Materials Survey  
Ritchen Elementary School, 2200 Cabrillo Way, Oxnard, California

We sincerely appreciate your consideration of Rincon or this project. If you have any questions or would like any additional information, please contact us.

Sincerely,

**Rincon Consultants, Inc.**

A handwritten signature in blue ink that reads "Lisa Bestard".

Lisa Bestard  
Senior Environmental Scientist

A handwritten signature in blue ink that reads "Gib Fates".

Gib Fates, PG  
Principal

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** (“Consultant”) with a business address at 180 North Ashwood Avenue, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

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

**OPERATIVE PROVISIONS**

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

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

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

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

#### **9. Responsibilities of Consultant:**

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

#### **10. Responsibilities of District.**

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
  - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
  - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
  - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
  - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
  - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

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

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

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

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

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

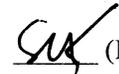
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it  does  does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

*SUS* (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

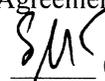
29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

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

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

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa Cline  
*Assistant Superintendent, Business & Fiscal Services*  
Re: [Insert Project Name]

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

To Consultant: Rincon Consultants, Inc.  
180 North Ashwood Avenue  
Ventura, CA 93003  
Attention: Stephen Svete  
T: (805) 644-4455  
Email: svete@rinconconsultants.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz  
Signature

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

11-20-13  
Date

Tax Identification Number: 95-6002318

**RINCON CONSULTANTS INC.:**

[Signature]  
Signature

STEPHEN SNEYE, AICP/N.P.  
Typed Name/Title

10-31-2013  
Date

Tax Identification Number: 77-0390093

Not Project Related

Project #13-131

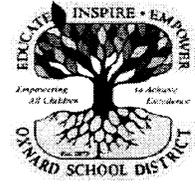
**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

- Not Project Related
- Project #13-131

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>  _____ (SIGNATURE)	<b>CONSULTANT:</b>  _____ (SIGNATURE)	
_____ (DATE)	_____ (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____	
COST ID:		
(PM APPROVAL SIGNATURE)		(DATE)
SPECIAL INSTRUCTIONS:		

Not Project Related

Project #13-131

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**COMPENSATION & RATE/FEE SCHEDULE**

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

<b>Document/Study</b>	<b>Estimated Costs</b>
Initial Study – Mitigated Negative Declaration	\$15,000 - \$80,000
Environmental Impact Report	\$40,000 - \$200,000
Phase I Environmental Site Assessment	\$2,500 - \$3,200
Preliminary Environmental Assessment	\$16,000 - \$21,000
Pipeline Study	\$3,000 - \$5,000
Geotechnical Study	\$25,000 - \$40,000

*CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.*

<b>Professional, Technical, and Support Personnel</b>	<b>Rate</b>
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour

<b>Professional, Technical, and Support Personnel</b>	<b>Rate</b>
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

Not Project Related

Project #13-131

**II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.**

**III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:**

**A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.**

**B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.**

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

**D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.**

**IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

**A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.**

**B. Acceptable back-up for billings shall include, but not be limited to:**

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

Project #13-131

**V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**

**VI. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related  
 Project #13-131

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**INSURANCE**

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
  1. owned, non-owned and hired vehicles;
  2. blanket contractual;
  3. broad form property damage;
  4. products/completed operations; and
  5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #13-131

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

Not Project Related

Project #13-131

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 

Lisa A. Franz  
Director, Purchasing

Not Project Related

Project #13-131

**EXHIBIT "E"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

- Not Project Related
- Project #13-131

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: STEPHEN SVETE  
Title: VICE PRESIDENT

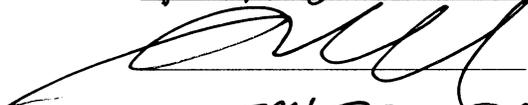
AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature:   
By: STEPHEN SVETE  
Its: VICE PRESIDENT

- Not Project Related
- Project #13-131

**EXHIBIT “F”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE**

**The CEQA/DTSC Compliance Consultant’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

**1. Project Initiation:**

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
  - i. Introduction of District staff and consultant's representatives who will perform the work
  - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
  - iii. Discussion of preliminary calendar of events
  - iv. Discussion of preliminary distribution list for notices and CEQA documents
  - v. Discussion of preliminary budget

**2. Calendar of Events:**

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
  - i. Date due
  - ii. Date complete
  - iii. Description of event
  - iv. Responsible party
  - v. Related documents and activities

Not Project Related

Project #13-131

**3. DTSC Compliance:**

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
  - i. High Voltage Power Transmission Lines
  - ii. Airports
  - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
  - iv. Railroads
  - v. Pressurized Gas, Gasoline, or Sewer Pipelines
  - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
  - vii. Major Roadways
  - viii. Tsunami, Flood, and Dam Inundation
  - ix. EMF Frequencies

**4. Initial Study/Notice of Preparation/Scoping Meeting:**

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
  - i. The Initial Study shall include:
    - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
    - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

Not Project Related

Project #13-131

**5. Negative Declaration:**

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

**6. Mitigated Negatives**

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

**7. Environmental Impact Report:**

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
  - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
  - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
  - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
  - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

Not Project Related

Project #13-131

- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
  - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
  - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
  - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
  - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
  - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
  - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

Not Project Related

Project #13-131

- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
  - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
  - Growth inducing impacts
  - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
  - Unavoidable adverse impacts
  - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

**8. Review of Draft EIR by District Prior to Circulation:**

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

Not Project Related

Project #13-131

**9. Response to Comments on EIR During Public Review Period:**

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

**10. Resolution; Findings of Fact; Statement of Overriding Considerations:**

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

**11. Advertisement of Documents and Entering CEQA Documents into Public Records:**

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

**12. Project Management and Attendance at Progress Meetings:**

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

**13. Progress Reports:**

- a. A progress report shall accompany the monthly invoice that shows the following:
  - i. Summary of work completed during the previous month as it relates to the work schedule

Not Project Related

Project #13-131

- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

#### 14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

#### 15. Time

**NTP + 7 days:** Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

**NTP + 30 days:** Consultant shall submit to the District draft Phase I ESA document.

**NTP + 45 days:** Consultant shall submit draft IS/MND report for District review.

**NTP + 60 days:** Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

**NTP + 90 days:** Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

**NTP + 120 days:** Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

**Final Phase I ESA + 90 days:** Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

#### 16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.





- Not Project Related  
 Project #13-131

### Consultant/Vendor Billing Instructions

#### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA, project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

#### First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

#### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values;% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (middlesdt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

**NOTE:** All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2013

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

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

PRODUCER  <b>LEGENDS ENVIRONMENTAL INS.SVCS,LLC</b> 2165 N GLASSELL STREET ORANGE, CA 92865 LICENSE #0C79875	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED  RINCON CONSULTANTS, INC. 180 NORTH ASHWOOD AVENUE VENTURA, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	AMERICAN SAFETY INDEMNITY COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	A IX

**COVERAGES**      **CERTIFICATE NUMBER:** 107184      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>PROF LIABILITY/ CLMS MDE</b> <b>TRANSPORTATION COV. /CLMS MDE</b>	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG 1,000,000 PER OCC	

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

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED. EACH INSURANCE POLICY REQUIRED BY THIS AGREEMENT SHALL BE ENDORSED AND STATE THE COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELLED BY THE INSURER OR EITHER PARTY TO THIS AGREEMENT, REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO DISTRICT.

### CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT  
1051 SOUTH A STREET  
OXNARD, CA 93030

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
*Paul Finn*

347

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01  
INSURED: RINCON CONSULTANTS, INC.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENV 98 036 11 04**

**PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT**

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

<b>Additional Insured(s)</b>	<b>Specified Project</b>
<p>Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.</p> <p>Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers</p>	<p>Where Specified by written contract</p> <p>RE: All Operations</p>

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ENV030030-11-01  
NAMED INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY  
ENV 98 031 11 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07**

**ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION**

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:

1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2013

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

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

PRODUCER TWIW Insurance Services LLC - #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	FAX (A/C. No.): (805) 585-6832	
	PHONE (A/C. No. Ext): (805) 585-6732	E-MAIL ADDRESS: dirwin@twiw.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Golden Eagle Ins Corp.		10836
	INSURER B: QBE Ins Corp		39217
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 13/14 AU/WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA1078780	12/17/2012	12/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	EQB0201324	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
AUTO: Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

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

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## COMMERCIAL AUTO GOLD ENDORSEMENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### SECTION II - LIABILITY COVERAGE

#### A. COVERAGE

##### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

#### 7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

### B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

### D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

## SECTION IV. BUSINESS AUTO CONDITIONS

### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

#### 2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

### B. GENERAL CONDITIONS

9. is added

#### 9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

### COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**SECTION II – LIABILITY COVERAGE**

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

### b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

**5. Fellow Employee**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

**6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

**7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

**8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

**9. Operations**

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

**10. Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**11. Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

### SECTION III – PHYSICAL DAMAGE COVERAGE

#### A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

##### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

##### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

##### c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### 2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### 4. Coverage Extensions

##### a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

##### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

##### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

##### b. War Or Military Action

- (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
  3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
    - a. Wear and tear, freezing, mechanical or electrical breakdown.
    - b. Blowouts, punctures or other road damage to tires.
  4. We will not pay for "loss" to any of the following:
    - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
    - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
    - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
    - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
  - b. Any other electronic equipment that is:
    - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
    - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

## SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### 4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

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

### 5. Transfer Of Rights Of Recovery Against Others To Us

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

## B. General Conditions

### 1. Bankruptcy

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

### 2. Concealment, Misrepresentation Or Fraud

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

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### 3. Liberalization

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

### 4. No Benefit To Bailee – Physical Damage Coverages

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

### 5. Other Insurance

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

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.  
The coverage territory is:
  - a. The United States of America;
  - b. The territories and possessions of the United States of America;
  - c. Puerto Rico;
  - d. Canada; and
  - e. Anywhere in the world if:
    - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
    - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION V – DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured";
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;
  4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.
  6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - a. Equipment designed primarily for:
      - (1) Snow removal;
      - (2) Road maintenance, but not construction or resurfacing; or
      - (3) Street cleaning;
    - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization****Job Description**

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013      Policy No. EQB0201324      Endorsement No. 000  
Insured RINCON CONSULTANTS INC  
Insurance Company QBE INSURANCE CORPORATION

Countersigned By \_\_\_\_\_

EQB0201324 20130201 000

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Facilities Agreement

**Approval of Contractor Contingency Allocation No. 001 to the McKinna Elementary School Reconstruct Project for a Decrease of Cost for the Work Associated with the Project (Penanhoat/De Leon/CFW)**

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It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 001 to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruct Project. CCA No. 001 will be a CREDIT to the Contractor Contingency Allocation line item of CSA #17-41 in the amount of \$1,129.26. This allocation will not increase the Project's overall budget. After Board approval of CCA No. 001, the remaining balance of the Contractor Contingency Allocation will be \$823,705.74.

**FISCAL IMPACT:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 001 to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruct Project. CCA No. 001 will be a CREDIT to the Contractor Contingency Allocation line item of CSA #17-41 in the amount of One Thousand One Hundred Twenty-Nine Dollars and Twenty-Six Cents (\$1,129.26). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 001, the remaining balance of the Contractor Contingency Allocation will be Eight Hundred Twenty-Three Thousand Seven Hundred Five Dollars and Seventy-Four Cents (\$823,705.74).

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 001 to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruct Project.

**ADDITIONAL MATERIALS:**

- Attached:** [Contractor Contingency Allocation No. 001 \(3 Pages\)](#)
- [PCO No. 06 - Clean Class II base in over-ex areas \(12 Pages\)](#)
- [PCO No. 16 - Stormwater Retention System-Contech \(24 Pages\)](#)
- [PCO No. 30 - Classroom Upper Cabinet Removal \(7 Pages\)](#)
- [PCO No. 35 - B4 Corner Post Between Storefronts \(5 Pages\)](#)
- [PCO No. 36 - RFI's 138, 159, 165, 173 & 174 \(29 Pages\)](#)
- [PCO No. 37 - Added GLB for roof support @ MPR \(10 Pages\)](#)
- [PCO No. 38 - Awning Angle, Kindergarten Parapet and Exterior Soffit, Classroom](#)

**Soffit (15 Pages)**  
**PCO No. 39 - Clarification on Joist and Soffit (5 Pages)**  
**PCO No. 40 - 6x12 Drag Over Bearing Wall at Alcove (5 Pages)**  
**PCO No. 41 - Classroom Roof Screen and Mechanical Pad Support (7 Pages)**  
**PCO No. 42 - Ceiling in Kitchen at MPR (3 Pages)**  
**PCO No. 43 - 2nd Floor walkway railing support detail (5 Pages)**  
**PCO No. 44 - Markerboard, Tackboard, Coat Hook Revision (5 Pages)**  
**PCO No. 45 - Markerboard, Tackboard, Coat Hook Revision (Add Marker Board and Tray) (5 Pages)**  
**PCO No. 46 - Metal Fascia at MPR and Classroom Low Roof Eaves (6 Pages)**  
**PCO No. 53 - 2nd Floor Walkway Slab (10 Pages)**  
**PCO No. 74 - Guardrail Connections (4 Pages)**  
**PCO No. 83 - Communication Support Panel at Elevator (7 Pages)**  
**PCO No. 91 - Mechanical Engineers note 5 & 6, Add Bubbler Submittal (14 Pages)**  
**PCO No. 92 - IDF Relocation (23 Pages)**  
**PCO No. 93 - MPR Room 201 Gas and Water Routing (16 Pages)**  
**PCO No. 109 - Clarification on Operable Windows (6 Pages)**  
**PCO No. 110 - Graylite tinted glass at MPR (6 Pages)**  
**PCO No. 111 - Vertical Movement for Longer Storefront (6 Pages)**  
**PCO No. 112 - Clarification on Hardware, Doors and Frames (3 Pages)**  
**PCO No. 137 - Boral Siding (4 Pages)**  
**Construction Services Agreement #17-41 - Bernards**



# CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: December 18, 2019

CONTRACTOR CONTINGENCY ALLOCATION NO. 001

**PROJECT:** MCKINNA ELEMENTARY SCHOOL  
**O.S.D. BID No.** N/A  
**O.S.D. Agreement No.** 17-41

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

**ARCHITECT** Perkins Eastman  
 3194 D Airport Loop Drive,  
 Costa Mesa, CA 92626

**CONTRACTOR:**  
 Bernards Bros. Inc.  
 555 First Street  
 San Fernando, CA 91340  
 Attn: Carl Magness

**Architects Proj. No.:** 72538-101  
**D.S.A. File No.:** 56-22  
**D.S.A. App. No.:** 03-118371

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	824,835.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	0
ADJUSTED CONTINGENCY SUM	\$	824,835.00
NET CHANGE	\$	(1,129.26)
<hr/>		
Total Contingency Allocations to Date:	\$	(1,129.26)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001.....	\$	823,705.74

<b>Item</b>	<b>Description</b>	<b>Additional Cost related to Bid/Buy-out</b>	<b>Conflicts, Discrepancies or Errors in the Construction Documents</b>	<b>Additional Work required by IOR, or another Jurisdictional Agency, not in plans</b>	<b>Other Item of Cost agreed to by District and Contractor</b>
1.	PCO No.06- Clean Class II base in over- ex areas		(\$50,000.00)		
2.	PCO No. 16- Storm water Retention System-- Contech		(\$80,000.00)		
3.	PCO No. 30- Classroom Upper cabinet Removal		(\$31,871.88)		
4.	PCO No. 35- B4 Corner Post between Storefronts		\$2,169.26		
5.	PCO No. 36- RFIs 138, 159, 165, 173 & 174		\$7,798.33		
6.	PCO No.37- Added GLB for Roof Support @MPR		\$8,530.79		
7.	PCO No. 38- Awning Angle, Kindergarten Parapet and Exterior Soffit, Classroom Soffit		\$7,186.44		
8.	PCO No. 39- Clarification on Joist and soffit		\$6,028.32		
9.	PCO No. 40- 6x12 Drag Over-Bearing Wall at Alcove		\$4,097.31		
10	PCO No. 41- Classroom Roof Screen and Mechanical Pad Support		\$4,148.40		
11	PCO No. 42- Ceiling in Kitchen at MPR		(\$2,203.19)		
12	PCO No. 43- 2 <sup>nd</sup> Floor Walkway railing support detail		\$10,085.75		
13	PCO No. 44- Markerboard, Tack board, Coat hook Revision		(\$23,395.05)		
14	PCO No. 45- Markerboard, Tack Board, Coat Hook revisions		\$62,023.40		
15	PCO No. 46- Metal Fascia at MPR and Classroom Low Roof Eaves		\$2,471.12		
16	PCO No. 53- 2 <sup>nd</sup> Floor Walkway Slab		\$1,216.09		
17	PCO No. 74- Guardrail Connections		\$11,104.15		
18	PCO No. 83- Communication Support Panel at Elevator		\$3,157.00		
19	PCO No. 91- Mechanical Engineers note5&6 add bubbler Submittal		\$6,728.00		
20	PCO No. 92- IDF Relocation		\$2,046.00		
21	PCO No. 93- MPR Room 201 Gas and Water Routing		\$1,701.00		
22	PCO No. 109- Clarification on Operable Windows		(\$27,385.68)		
23	PCO No. 110- Graylite tinted glass at MPR		\$9,334.33		
24	PCO No. 111- Vertical Movement for Longer Storefront		\$10,224.82		
25	PCO No. 112- Clarification on Hardware door and frames		\$26,206.03		
26	PCO No. 137- Boral Siding		\$27,470.00		
	<b>TOTAL</b>		(\$1,129.26)		

**Total Contractor Contingency Allocation Approval No. 001 ..... \$ (1,129.26)**

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

**ARCHITECT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
**ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES**

**DATE:** \_\_\_\_\_

**APPROVAL (REQUIRED):**

**PURCHASING DIRECTOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**Damar Construction, Inc.**

4773 Ortega Street  
Suite B  
Ventura CA 93003  
(805) 654-8438

License: 722632

# Request for Change Order

RFCO#:01

C.O.#:TBD

Order Date: 08/13/2018

**To:** Bernard Brother's, Inc.  
555 First Street  
San Fernando CA 91340

**Project:** 18038  
McKinna Elementary School  
1611 S J street  
Oxnard CA 93033

**This is a request for review and approval. Once approved, the Change Order will reflect on the next billing application.**

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached

**Ordered By:**

**Customer Order:**

Specifications Attached

Description of Work	Amount
Credit for Use of Clean Class II Base	-50,000.00

**Notes**

- 1 - CAB delivered to site - \$18.91/ton
- 2 - Clean Class II delivered to site - \$13.08
- 3 - Estimated Quantity - 7,457 tons

\$18.91 - \$13.08 = \$5.83 difference  
 7,457 tons @ \$5.83 = \$43,474.31  
 \$43,474.31 + 15% = \$49,995.46 - Round to \$50,000.00

Negative changes will lower the overall contract price requiring no additional payment by owner.

**Requested Amount of Change** -50,000.00

The original Contract Sum was .....	787,864.00
Net change by previous Change Orders .....	0.00
The Contract Sum prior to this Change Order .....	787,864.00
The Contract Sum will be changed by this Change Order .....	-50,000.00
The new Contract Sum including this Change Order will be .....	737,864.00

Approved \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_ 374

Contractor \_\_\_\_\_ Owner \_\_\_\_\_

# Phoned In Bid

JOB McKenna E.S.

4/20/18

DATE

2pm  
TIME

FIRM NAME

S.P. MATERIALS

BY Roko

PHONE NUMBER 805-525-6858

TAX INCLUDED

YES

NO

AS PER PLANS AND SPECS.

YES

NO

INSTALLED

YES

NO

FREIGHT ALLOWED

YES

NO

INCLUDING ADDENDA \_\_\_\_\_

BID ON CAB

PRICE \$11<sup>-</sup>/ton

TAX 8.25%

NET PRICE \$11.91<sup>-</sup>/ton

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FREIGHT → \$7<sup>-</sup>/ton

TOTAL \$18<sup>91</sup>/ton

DELIVERED TO SITE

BID TAKEN BY

[Signature]

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# State Ready Mix Recycling, Inc.

3127 W. Los Angeles Ave. Oxnard Ca,  
DISPATCH (805) 647-2817 FAX (805) 647-3759  
BILLING OFFICE (805) 672-0200 FAX (805) 647-6970  
BUSINESS OFFICE: 11011 Azahar St., Ste #2, Ventura, Ca 93004

**Customer:** Damar Construction  
**Attention:** Jason  
**Phone #:** (805)  
**Email:** jason@damarconstruction.com

**Date:** April 23, 2018  
**Job:** 1611 South J Street  
Oxnard, CA

**Quote Expires:** September 30<sup>th</sup> 2018  
**Tons:** 7,100

MATERIAL	PRICE
Clean Class 2 Base (CCIIB) per ton.....	\$ 7.50**
Haul rate per ton/Truck & Trailer (Min 25 tons per truck) .....	\$ 4.80
Haul rate per ton/Bottom-Dump (Min 25 tons per truck) .....	\$ NA

8.00 MTL  
4.80 HAUL  
0.20 ENVIR  
13.08/TON

- All material must be inspected before placement on the ground.
- All material becomes Customer's sole property, and responsibility, when unloaded and placed.
- All material prices are F.O.B. 3127 W. Los Angeles Ave. Oxnard Ca,
- \*\* Please add "Sales Tax" to all above material prices. → 7.75%
- \$5.00 Environmental Fee per load.
- Prices based on signed approval of above proposal.
- Minimum Loads- An extra charge will be added for loads less than 25 Tons per truck.+
- Standing Time – 20 minutes are allowed per load for unloading of material. Any additional time will be billed at \$ 2.00/minute form the time the truck arrives at the job sight.
- Customer must provide a safe area for transferring of truck's bins for unloading as well as delivery of material.
- All prices subject to change with a 30-day written notice.
- Errors and omissions accepted.
- **Please sign and return if accepted.**

**TERMS OF PAYMENT** – COD customers, all monies are due at the time of services rendered, ie: not limited to, but including delivered concrete, color, chemicals, aggregates, Misc. fees, other charges and FOB items provided at the time of sale. Charge customers, all invoices of materials hereunder shall be due and payable on the 10th day of the month following the date of invoice, unless "Joint Check Agreement" has been agreed to and signed. All accounts not paid within 30 days of delivery will bear an interest rate of 18% per annum. The undersigned promises to pay all costs, including reasonable attorney fees, incurred in collecting any sums.

**ACCEPTED:**  
x \_\_\_\_\_

**OFFERED BY:**  
x                     NZ                      
**Napoleon Zamarripa (805)-647-2817**

**DATE:** \_\_\_\_\_

**DATE:** 04/23/2018

SouthJStreet\_Oxnard\_Recy



## HOURLY LABOR COST RATES

**Sub/Contractor:** Damar Construction, Inc.      **Trade:** Earthwork  
**Date:** 7/24/2018      **Classification:** Operator (Apprentice V)  
**Project:** McKinna Elementary  
**Rate Effective Through:** June 30, 2019      **Union :**  **Non Union:**

	<u>Straight Time</u>	<u>Time &amp; 1/2</u>	<u>Double Time</u>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 38.46	\$ 57.70	\$ 76.93
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 42.01</b>	<b>\$ 61.25</b>	<b>\$ 80.48</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security	\$ 2.38	\$ 3.58	\$ 4.77
Medicare	\$ 0.56	\$ 0.84	\$ 1.12
FUI	\$ 0.05	\$ 0.07	\$ 0.09
SUI	\$ 0.34	\$ 0.51	\$ 0.68
Workers Compensation Insurance	\$ 8.13	\$ 8.13	\$ 8.13
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 11.46</b>	<b>\$ 13.12</b>	<b>\$ 14.78</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 2.39	\$ 2.39	\$ 2.39
<b>Hourly Benefits Subtotal</b>	<b>\$ 23.49</b>	<b>\$ 23.49</b>	<b>\$ 23.49</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 76.96</b>	<b>\$ 97.86</b>	<b>\$ 118.75</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



## HOURLY LABOR COST RATES

<b>Sub/Contractor:</b>	<u>Damar Construction, Inc.</u>	<b>Trade:</b>	<u>Earthwork</u>
<b>Date:</b>	<u>7/24/2018</u>	<b>Classification:</b>	<u>Operator (Journeyman)</u>
<b>Project:</b>	<u>McKinna Elementary</u>	<b>Union :</b>	<input checked="" type="checkbox"/> <b>Non Union:</b> <input type="checkbox"/>
<b>Rate Effective Through:</b>	<u>June 30, 2019</u>		

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 48.19	\$ 72.29	\$ 96.38
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 51.74</b>	<b>\$ 75.84</b>	<b>\$ 99.93</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security	\$ 2.99	\$ 4.48	\$ 5.98
Medicare	\$ 0.70	\$ 1.05	\$ 1.40
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.42	\$ 0.64	\$ 0.85
Workers Compensation Insurance	\$ 10.19	\$ 10.19	\$ 10.19
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 14.36</b>	<b>\$ 16.44</b>	<b>\$ 18.52</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 2.39	\$ 2.39	\$ 2.39
<b>Hourly Benefits Subtotal</b>	<b>\$ 23.49</b>	<b>\$ 23.49</b>	<b>\$ 23.49</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 89.59</b>	<b>\$ 115.77</b>	<b>\$ 141.94</b>

Factors NOT allowed in the above hourly labor cost rates:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>1. Overhead</li> <li>2. Profit</li> <li>3. Vehicle &amp; transportation expenses</li> <li>4. Small tools</li> </ul> | <ul style="list-style-type: none"> <li>5. Consumables</li> <li>6. Bonus or incentive payments</li> <li>7. Communications</li> <li>8. Supervision</li> </ul> |
|--|---|



## HOURLY LABOR COST RATES

<b>Sub/Contractor:</b>	<u>Damar Construction, Inc.</u>	<b>Trade:</b>	<u>Earthwork</u>
<b>Date:</b>	<u>7/24/2018</u>	<b>Classification:</b>	<u>Operator (Apprentice II)</u>
<b>Project:</b>	<u>McKinna Elementary</u>	<b>Union :</b>	<input checked="" type="checkbox"/> <b>Non Union:</b> <input type="checkbox"/>
<b>Rate Effective Through:</b>	<u>June 30, 2019</u>		

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 31.25	\$ 46.88	\$ 62.50
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 34.80</b>	<b>\$ 50.43</b>	<b>\$ 66.05</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security	\$ 1.94	\$ 2.91	\$ 3.88
Medicare	\$ 0.45	\$ 0.68	\$ 0.91
FUI	\$ 0.04	\$ 0.06	\$ 0.08
SUI	\$ 0.28	\$ 0.41	\$ 0.55
Workers Compensation Insurance	\$ 6.61	\$ 6.61	\$ 6.61
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 9.31</b>	<b>\$ 10.66</b>	<b>\$ 12.01</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 2.39	\$ 2.39	\$ 2.39
<b>Hourly Benefits Subtotal</b>	<b>\$ 23.49</b>	<b>\$ 23.49</b>	<b>\$ 23.49</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 67.60</b>	<b>\$ 84.58</b>	<b>\$ 101.55</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



## HOURLY LABOR COST RATES

**Sub/Contractor:** Damar Construction, Inc.      **Trade:** Earthwork  
**Date:** 7/24/2018      **Classification:** Operator (Apprentice VI)  
**Project:** McKinna Elementary  
**Rate Effective Through:** June 30, 2019      **Union :**  **Non Union:**

	<u>Straight Time</u>	<u>Time &amp; 1/2</u>	<u>Double Time</u>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 43.27	\$ 64.91	\$ 86.54
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 46.82</b>	<b>\$ 68.46</b>	<b>\$ 90.09</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security	\$ 2.68	\$ 4.02	\$ 5.37
Medicare	\$ 0.63	\$ 0.94	\$ 1.25
FUI	\$ 0.05	\$ 0.08	\$ 0.10
SUI	\$ 0.38	\$ 0.57	\$ 0.76
Workers Compensation Insurance	\$ 9.15	\$ 9.15	\$ 9.15
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 12.89</b>	<b>\$ 14.76</b>	<b>\$ 16.63</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 2.39	\$ 2.39	\$ 2.39
<b>Hourly Benefits Subtotal</b>	<b>\$ 23.49</b>	<b>\$ 23.49</b>	<b>\$ 23.49</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 83.20</b>	<b>\$ 106.71</b>	<b>\$ 130.21</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



## HOURLY LABOR COST RATES

**Sub/Contractor:** Damar Construction, Inc.      **Trade:** Earthwork  
**Date:** 7/24/2018      **Classification:** Operator (Apprentice I)  
**Project:** McKinna Elementary  
**Rate Effective Through:** June 30, 2019      **Union :**  **Non Union:**

	<u>Straight Time</u>	<u>Time &amp; 1/2</u>	<u>Double Time</u>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 28.85	\$ 43.27	\$ 57.70
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 32.40</b>	<b>\$ 46.82</b>	<b>\$ 61.25</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security	\$ 1.79	\$ 2.68	\$ 3.58
Medicare	\$ 0.42	\$ 0.63	\$ 0.84
FUI	\$ 0.03	\$ 0.05	\$ 0.07
SUI	\$ 0.25	\$ 0.38	\$ 0.51
Workers Compensation Insurance	\$ 6.10	\$ 6.10	\$ 6.10
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 8.59</b>	<b>\$ 9.84</b>	<b>\$ 11.09</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 2.39	\$ 2.39	\$ 2.39
<b>Hourly Benefits Subtotal</b>	<b>\$ 23.49</b>	<b>\$ 23.49</b>	<b>\$ 23.49</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 64.48</b>	<b>\$ 80.15</b>	<b>\$ 95.83</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



# REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

**RFI No. : 2**

Project: McKinna Elementary School Reconstruction

Date: 08-07-18

Discipline: Civil

**Subject: Clean Class II base in Over-ex areas**

### DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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### QUESTION

Please confirm it is acceptable to use Clean Class II base, per the attached, in all over-excavation areas

### ANSWER

The recycled class II base product described in the State Ready Mix RFI 02 Submittal may be used for the aggregate base material as the geogrid reinforced fill material in the project overexcavation and grading

Shaun Simon, PE  
NV5 8/9/2018

### RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Damar Construction Inc	Jason Fiscalini	8/10/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

**Question Initiated By:** Jaime Pace - Bernards  
**Submitted By:** Arvind Balaji - Bernards





July 20, 2018

Jason Fiscalini  
Damar Construction  
4773 Ortega St.  
Ventura, CA 93003

Jason,

I am writing to certify the content, and quality, of our County (Clean) Recycled Class II Base. The specs for this material call for recycled concrete and concrete fines only. There is no asphalt content in this recycled base material.

The County (Clean) Class II Recycled base that is generated at our facility in Oxnard, CA., is comprised almost exclusively of recycled concrete as well as concrete fines. We have a team on site dedicated to crushing the material to Greenbook and CalTrans specifications. We make every effort to ensure that the concrete to be recycled is clean and does not contain any foreign material. The loads are screened prior to dumping, and again before the recycling process begins. However, we cannot control every single load that is brought to our facility. We, as a team, do our best to screen the loads. However, from time to time a compromised load may make its way through despite our best efforts. But, this is the exception, not the rule. The bottom line is we do our best to ensure that the product we produce is of the highest quality, as well as meets the highest standards, and we accomplish this through careful monitoring of loads as they come in, as well as examining the content before we begin the recycling process. We take pride in the quality of the product we produce and you can rest assured that the base from our facility is made up near exclusively of recycled concrete and concrete fines at a ratio that meets, or exceeds, CalTrans and Greenbook standards.

In addition, our Clean Class II Base is employed exclusively by the County of Ventura as their base material choice for public works projects because it does not contain asphalt. Several of the local water districts also use the clean base for their projects for the same reason. Also, we have done numerous school projects this year employing this product, as well as in the past, and have had no issues whatsoever with this base material.

In addition to carefully screening the product we have it tested on an annual basis by Pacific Materials Laboratories (PML) in Camarillo, Ca. to ensure a high standard. Test data is available upon request.

If you have any questions or concerns please do not hesitate to give us call. Thank you.

Sincerely,

Rene L. Jimenez

**Business Office:** 11011 Azahar Street # 1, Ventura, CA 93004    Tel. (805) 672-0200    Fax (805) 647-6970  
**Plant I Location:** 3127 W. Los Angeles Avenue, Oxnard, CA 93030    Tel. (805) 647-2817    Fax (805) 647-3759

## SUMMARY REPORT OF LABORATORY TESTING

Material: **CLASS II RECYCLED BASE**  
 Source: State Ready Mix, Oxnard, CA  
 Date Received: 3/27/2018

### TEST RESULTS

**Caltrans Standard  
 Specifications 2015  
 3/4" - Class 2 Aggregate Base  
 (26-1.02B)**

<u>Mechanical Analysis: (CTM 202)<sup>6</sup></u>	<u>% Passing</u>	<u>Operating Range</u>	<u>Contract Compliance</u>
Sieve Size			
1 1/2" (37.5mm)	<b>100</b>	100	100
1" (25.0mm)	<b>94</b>	90-100	87-100
3/4" (19.0mm)	<b>78</b>		
1/2" (12.5mm)	<b>70</b>		
3/8" (9.5mm)	<b>53</b>	35-60	30-65
#4 (4.75mm)	<b>42</b>		
#8 (2.36mm)	<b>32</b>		
#16 (1.18mm)	<b>23</b>	10-30	5-35
#30 (600µm)	<b>15</b>		
#50 (300µm)	<b>16</b>		
#100 (150µm)	<b>7</b>	2-9	0-12
#200 (75µm)			
 <u>Sand Equivalent: (CTM 217)</u>			
SE (average of 3)	<b>38</b>	22 min.	22 min
 <u>R-Value (CTM 301-F)</u>			
R-Value (CTM 301-F)	<b>82</b>		78 min
 <u>Durability Index: (CTM 229)</u>			
Durability Index	<b>49</b>		35 min



3100 E. Belle Terrace  
 Bakersfield, CA 93307  
 661-397-2121  
 Fax 661-396-2589

# CHANGE ORDER REQUEST

CHANGE ORDER REQUEST NO: 1  
 REQUEST DATE: 09/16/2019  
 REQUESTED BY:  
 CUSTOMER REF #:

**TO: Bernards**  
 555 First St.  
 San Fernando CA 91340

**Attn: Jaime Pace**                      **Phone: 310-909-9763**

**PROJECT: 2438 McKinna ES Reconstruction Site Utilities**  
 1611 South J Street  
 Oxnard CA 93033

*If you wish for us to proceed with the following work please issue a written change order for the amount shown or sign below indicating approval.*

COST BREAKDOWN ATTACHED	<b>X</b>
PLANS ATTACHED	
SPECIFICATIONS ATTACHED	

Description of Work	Amount
Credit for the use Contech Stormwater Retention	-80,000.00

**Remarks**  
 Credit for the use of Contech stormwater system in lieu of the specified Stormtrap System.

*\*HPS reserves the right to any future impact, disruption, loss of efficiency or any other extraordinary or consequential costs that may occur as a result of proceeding with this proposed change.*

Negative changes will lower the overall contract price requiring no additional payment by owner.

***Requested Amount of Change***      -\$80,000.00

*The Contract Time will be changed by*      **0**      *Days*

Approved by Customer	Date _____	HPS Mechanical, Inc.	Date <u>09.16.19</u>
By (Print) _____		By (Print) <u>Jay Buenviaje</u>	
Signature _____		Signature	
Title _____		Title <u>P.M.</u>	



# REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

**RFI No. : 27**

Project: McKinna Elementary School Reconstruction

Date: 09-13-18

Discipline: Architectural

## Subject: Stormwater Retention System

### DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

### QUESTION

Per the discussion on Value engineering the storm drain system during OAC meeting, on 9/13/2018, please see the attached product data for your review.

### ANSWER

We do not recommend the plastic dome system in this situation due to the shallow cover and more difficult long term maintenance. However, we will accept this if the district approves this solution and the manufacturer provides a detailed plan showing that they can achieve the same volume requirements and maintain the inlets in and out as well as work with the bottom elevation in the plans. There is a requirement for groundwater separation and we can not go lower than the elevation on the plan for the bottom of the system. Also, please confirm that the cover is acceptable based on that bottom elevation.

Scott Uhles  
Delane 2018-09-21

### RESPONSE DISTRIBUTION

Company	Contact	Date Sent
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Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Jaime Pace - Bernards  
Submitted By: Arvind Balaji - Bernards



# REQUEST FOR INFORMATION

**RFI No.: 27**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 09-13-18  
Discipline: Architectural

**Subject: Stormwater Retention System**

**Response Requested By: 09-20-2018**

## DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

## QUESTION

Per the discussion on Value engineering the storm drain system during OAC meeting, on 9/13/2018, please see the attached product data for your review.

## ANSWER

We do not recommend the plastic dome system in this situation due to the shallow cover and more difficult long term maintenance. However, we will accept this is the district approves this solution and the manufacturer provides a detailed plan showing that they can achieve the same volume requirements and maintain the inlets in and out as well as work with the bottom elevation in the plans. There is a requirement for groundwater separation and we can not go lower than the elevation on the plan for the bottom of the system. Also, please confirm that the cover is acceptable based on that bottom elevation.

Response Provided By: \_\_\_\_\_  
 Name: **Scott Uhles** Company: **Delane** Date: **2018-09-20**

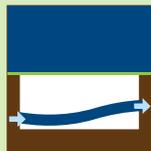
Question Initiated By: Jaime Pace - Bernards

Submitted By: Arvind Balaji - Bernards

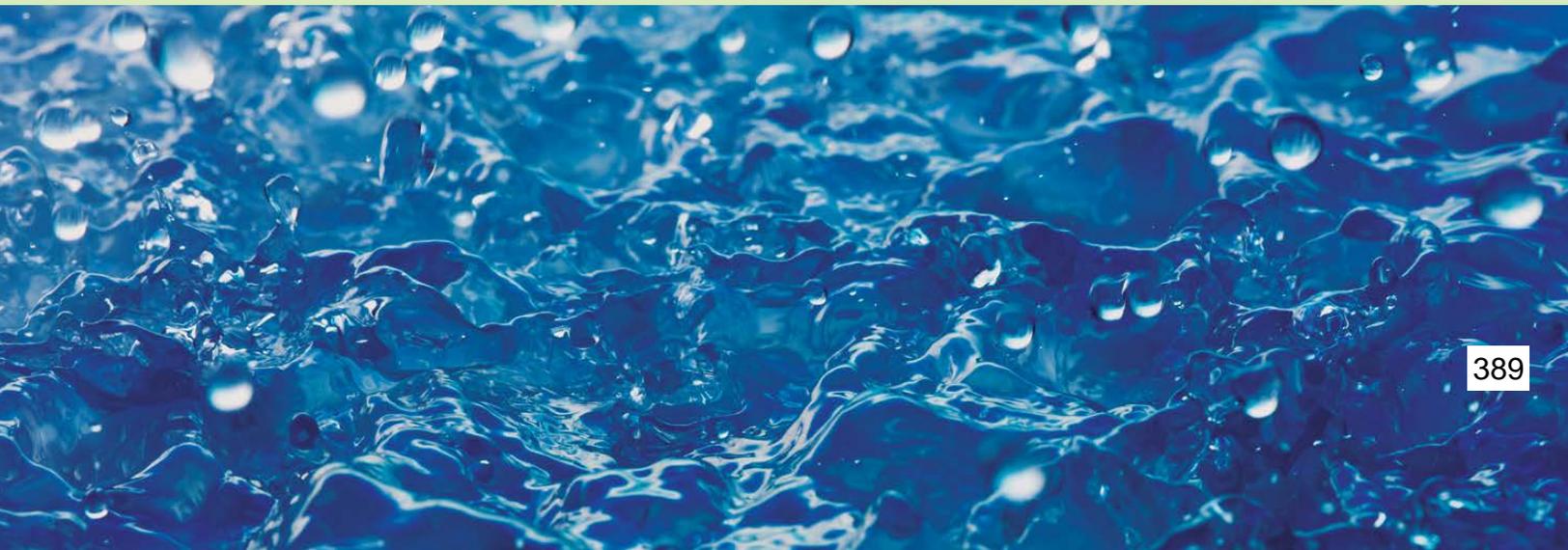
388



# ChamberMaxx<sup>®</sup> Open-Bottom Infiltration

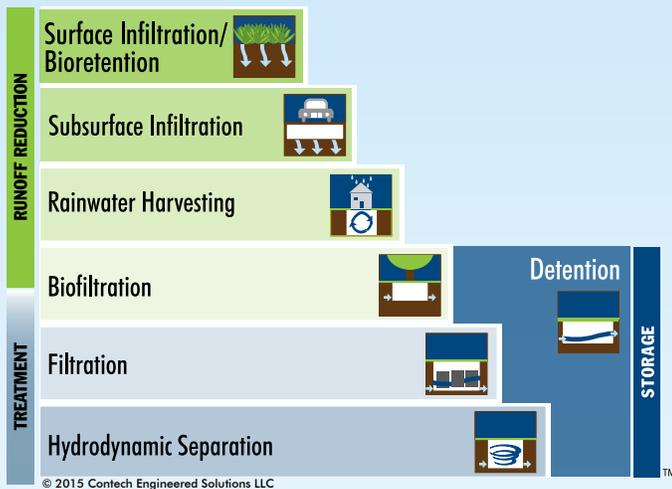


Solutions  
Guide



## Selecting the right stormwater solution just got easier...

It's simple to choose the right low impact development (LID) solution to achieve your runoff reduction goals with the Contech Stormwater Solutions Staircase. First, select the runoff reduction practices that are most appropriate for your site, paying particular attention to pretreatment needs. If the entire design storm cannot be retained, select a treatment best management practice (BMP) for the balance. Finally, select a detention system to address any outstanding downstream erosion.



Learn more at [www.ContechES.com/lid](http://www.ContechES.com/lid)

## Use Lightweight Chambers to Meet Runoff Reduction Requirements

The ChamberMaxx corrugated, open-bottom chamber system allows you to meet runoff reduction requirements by providing economic infiltration. Design your low impact development (LID) site by incorporating this belowgrade system to maximize available land for development or green space. ChamberMaxx is most effective on sites where the depth from finished grade to storm sewer outlet is less than 54-inches (1.37-meters).

### Maximum Volume in Small Footprint

- Low profile shape (30" rise) – Economical for shallow applications
- 47 ft<sup>3</sup> (1.3 m<sup>3</sup>) of storage per chamber

### Strong and Durable

- Manufactured per ASTM 2418-09
- Injection molded using structurally efficient and corrosive resistant polypropylene resin
- Structurally designed to exceed HS-20/HS-25 live loads in accordance with AASHTO (Section 12) LRFD design specifications for stormwater chambers
- Integral end caps eliminate the expensive loose end caps and add to chamber strength



Low profile shape for shallow applications

## Multiple Pretreatment Options Available

- Combine water quality and quantity to reduce maintenance costs and extend the performance life of the overall system
- Pretreatment systems – including CDS®, Vortechs® and VortSentry® HS – provide the highest level of performance at the lowest installed cost
- Optional ChamberMaxx Containment Row also available

## Easy Installation

- Lightweight – Installed by hand without the need for heavy equipment
- Locally available direct from Contech – Short lead time with local installation support

## Green Technology

- Qualifies for LEED® credits for stormwater quality and quantity control



No need for heavy equipment during installation



Integral end caps eliminate loose end caps and add to chamber strength



# Applications

## Subsurface Infiltration

The open-bottom plastic chamber allows infiltration into surrounding soil, effectively achieving runoff reduction objectives often required by an LID design. By utilizing subsurface infiltration, space is preserved for development, runoff is reduced or eliminated and groundwater recharge can occur. The ChamberMaxx is ideal when you need to maximize storage capacity in a shallow footprint.

Best practice designs for subsurface infiltration include pretreatment to reduce cost and frequency of maintenance while ensuring the infiltration capacity of the facility. Contech has multiple options for pretreatment. [Learn more at www.ContechES.com/treatment](http://www.ContechES.com/treatment).



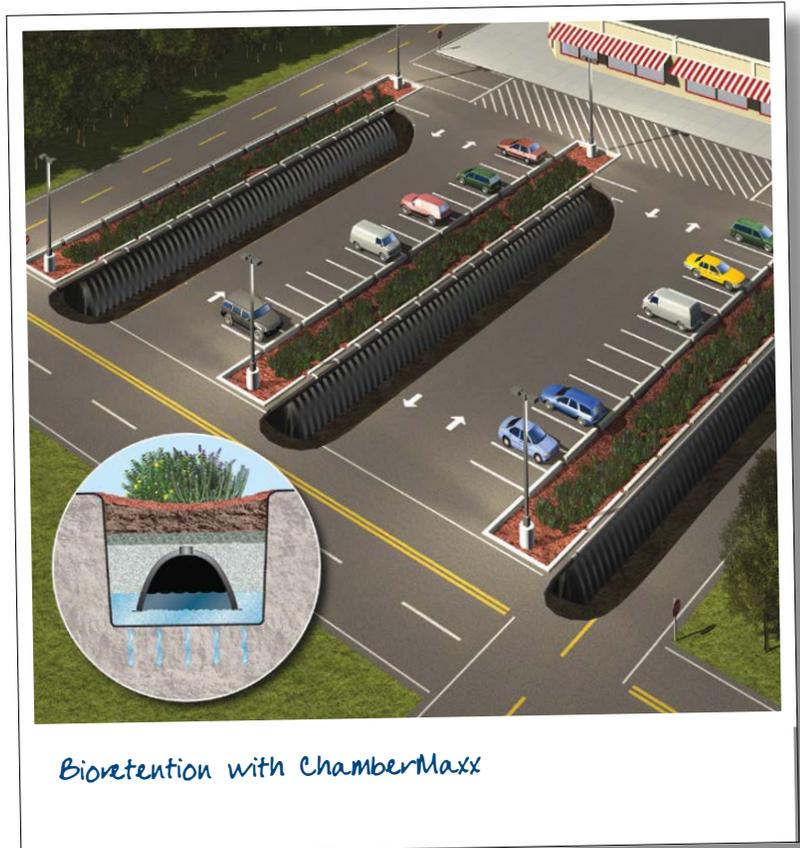
**The open-bottom chamber system allows for runoff reduction and economic infiltration**



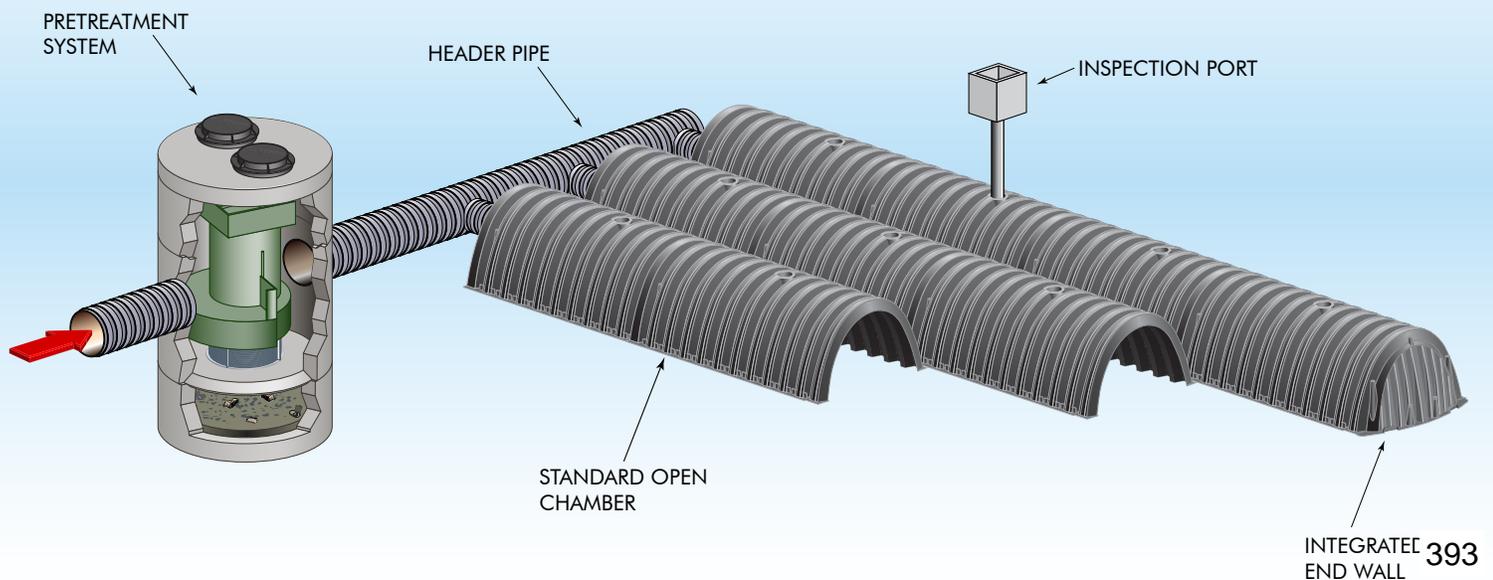
## Bioretention

ChamberMaxx is designed with a minimum of 6" stone above and below the units. The ChamberMaxx can help make bioretention practical by storing 75.1 CF per unit, including storage in stone, before discharging back into the surrounding soil.

Practical for sites with marginal soils ❖❖❖



## Include pretreatment for your best practice designs



# Sizing

The ChamberMaxx system combines middle chambers, which are open on both ends, with start and end chambers, which include an integral end wall.

Water is stored in both the chamber and in the void space in the surrounding stone backfill providing 75.1 cubic feet of storage per chamber.

The ChamberMaxx system can be configured with up to 24-inch diameter (0.61 m) inlet/outlet manifold.

System combines open end middle chambers and end chambers with integral end walls ❖❖❖

Chamber Part	Width		Height		Weight		Actual Length		*Installed Length		Storage Volume		*Installed Storage Volume	
	in	(m)	in	(m)	lbs	(kg)	in	(m)	in	(m)	cf	(m <sup>3</sup> )	cf	(m <sup>3</sup> )
Start	51.4	(1.31)	30.3	(0.77)	83.0	(37.65)	98.4	(2.50)	96.2	(2.44)	50.2	(1.42)	78.1	(2.21)
Middle	51.4	(1.31)	30.3	(0.77)	73.0	(33.11)	91.0	(2.31)	85.4	(2.17)	47.2	(1.34)	75.1	(2.13)
End	51.4	(1.31)	30.3	(0.77)	76.0	(34.47)	92.0	(2.34)	88.5	(2.25)	46.2	(1.31)	74.1	(2.10)

\*6" (152 mm) of stone above and below chamber, 5.6" (142 mm) chamber spacing and 40% porosity.

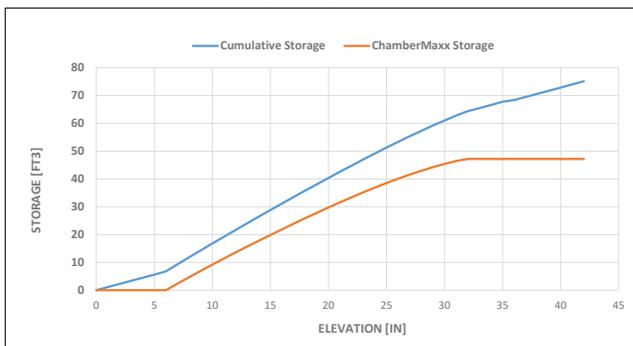
## University of Southern California



# Stage Storage Table

	Elevation		Chamber Storage Volume		Stone Storage Volume		Cumulative Volume Increment		Cumulative Storage Volume	
	(in)	(m)	(cf)	(m <sup>3</sup> )	(cf)	(m <sup>3</sup> )	(cf)	(m <sup>3</sup> )	(cf)	(m <sup>3</sup> )
STONE	42.30	1.07	47.20	1.34	27.94	0.79	1.13	0.03	75.14	2.13
	41.30	1.05	47.20	1.34	26.82	0.76	1.13	0.03	74.02	2.09
	40.30	1.02	47.20	1.34	25.69	0.73	1.13	0.03	72.89	2.06
	39.30	1.00	47.20	1.34	24.56	0.70	1.13	0.03	71.76	2.03
	38.30	0.97	47.20	1.34	23.44	0.66	1.13	0.03	70.64	2.00
	37.30	0.95	47.20	1.34	22.31	0.63	1.13	0.03	69.51	1.97
	36.30	0.92	47.20	1.34	21.18	0.60	0.62	0.02	68.38	1.94
	35.00	0.89	47.20	1.34	20.56	0.58	1.13	0.03	67.76	1.92
	34.00	0.86	47.20	1.34	19.43	0.55	1.13	0.03	66.63	1.89
	33.00	0.84	47.20	1.34	18.30	0.52	1.13	0.03	65.50	1.85
CHAMBERMAXX CHAMBERS	32.00	0.81	47.20	1.34	17.18	0.49	1.56	0.04	64.38	1.82
	31.00	0.79	46.48	1.32	16.34	0.46	1.76	0.05	62.82	1.78
	30.00	0.76	45.43	1.29	15.63	0.44	1.83	0.05	61.06	1.73
	29.00	0.74	44.26	1.25	14.98	0.42	1.90	0.05	59.23	1.68
	28.00	0.71	42.97	1.22	14.36	0.41	1.96	0.06	57.33	1.62
	27.00	0.69	41.58	1.18	13.79	0.39	2.02	0.06	55.37	1.57
	26.00	0.66	40.09	1.13	13.26	0.38	2.07	0.06	53.35	1.51
	25.00	0.64	38.53	1.09	12.76	0.36	2.11	0.06	51.29	1.45
	24.00	0.61	36.89	1.04	12.29	0.35	2.15	0.06	49.18	1.39
	23.00	0.58	35.18	1.00	11.84	0.34	2.18	0.06	47.03	1.33
	22.00	0.56	33.42	0.95	11.42	0.32	2.22	0.06	44.84	1.27
	21.00	0.53	31.60	0.89	11.02	0.31	2.24	0.06	42.63	1.21
	20.00	0.51	29.74	0.84	10.64	0.30	2.27	0.06	40.38	1.14
	19.00	0.48	27.84	0.79	10.27	0.29	2.29	0.06	38.11	1.08
	18.00	0.46	25.90	0.73	9.92	0.28	2.31	0.07	35.82	1.01
	17.00	0.43	23.93	0.68	9.59	0.27	2.33	0.07	33.51	0.95
	16.00	0.41	21.92	0.62	9.26	0.26	2.35	0.07	31.18	0.88
	15.00	0.38	19.88	0.56	8.95	0.25	2.37	0.07	28.83	0.82
	14.00	0.36	17.82	0.50	8.65	0.24	2.39	0.07	26.46	0.75
	13.00	0.33	15.72	0.44	8.36	0.24	2.40	0.07	24.08	0.68
	12.00	0.30	13.59	0.38	8.09	0.23	2.42	0.07	21.68	0.61
	11.00	0.28	11.43	0.32	7.82	0.22	2.45	0.07	19.25	0.54
	10.00	0.25	9.23	0.26	7.58	0.21	2.47	0.07	16.81	0.48
	9.00	0.23	6.99	0.20	7.34	0.21	2.50	0.07	14.34	0.41
8.00	0.20	4.71	0.13	7.13	0.20	2.52	0.07	11.84	0.34	
7.00	0.18	2.38	0.07	6.93	0.20	2.56	0.07	9.32	0.26	
6.00	0.15	0.00	0.00	6.76	0.19	1.13	0.03	6.76	0.19	
5.00	0.13	0.00	0.00	5.63	0.16	1.13	0.03	5.63	0.16	
4.00	0.10	0.00	0.00	4.51	0.13	1.13	0.03	4.51	0.13	
3.00	0.08	0.00	0.00	3.38	0.10	1.13	0.03	3.38	0.10	
2.00	0.05	0.00	0.00	2.25	0.06	1.13	0.03	2.25	0.06	
1.00	0.03	0.00	0.00	1.13	0.03	0.00	0.00	1.13	0.03	

Stage-Storage Curves



## ChamberMaxx Flow Routing

Proper design of any detention system typically requires that flow routing be performed. Engineers at Contech can be a valuable resource when designing a ChamberMaxx retention system. Typically, stage-storage curves like those shown are utilized in the analysis. Contech stage-storage calculator is available for download on [www.ContechES.com](http://www.ContechES.com). This information can simply be inserted into common hydrology/hydraulic software such as HydroCAD, HydroFlow, PondPack or TR20. This makes a flow routing design with ChamberMaxx just as simple as an aboveground pond design.



## Next Steps

### Learn more

Access standard details, specifications, project profiles and more online at [www.ContechES.com/chambermaxx](http://www.ContechES.com/chambermaxx).

### Connect with us

We're always available to make your job easier. Search for your local rep at [www.ContechES.com](http://www.ContechES.com). While you're there, be sure to check out our upcoming seminar schedule or request an in-house technical presentation.

### Start a Project

If you are ready to begin a project, check out our DYODS calculator available for the ChamberMaxx. Download at [www.ContechES.com/chambermaxx](http://www.ContechES.com/chambermaxx). ChamberMaxx is also supported by HydroCAD. Download at [www.hydrocad.net](http://www.hydrocad.net).



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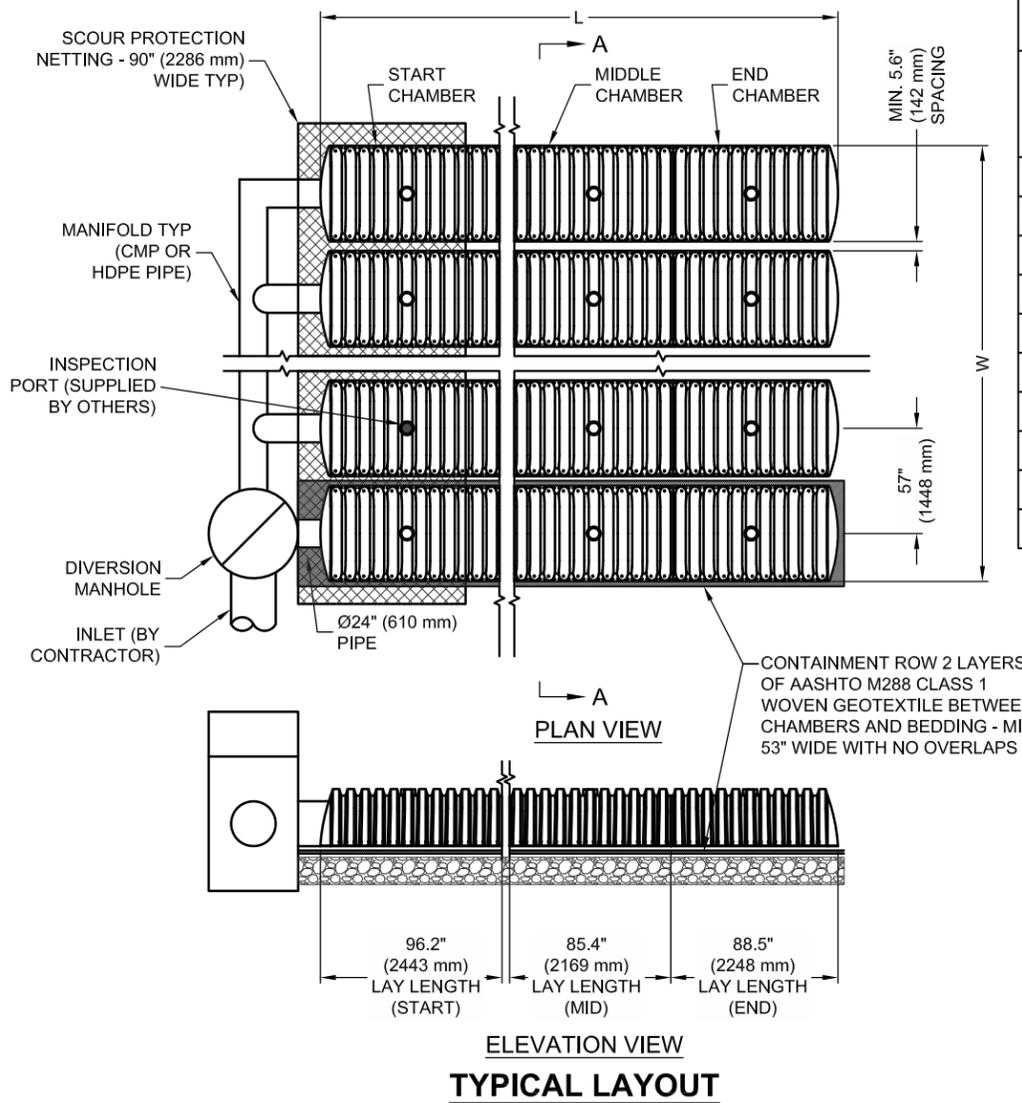
The product(s) described may be protected by one or more of the following US patents. 5,322,629; 5,624,576; 5,707,527; 5,759,415; 5,788,848; 5,985,157; 6,027,639; 6,350,374; 6,406,218; 6,641,720; 6,511,595; 6,649,048; 6,991,114; 6,998,038; 7,186,058; 7,296,692; 7,297,266 related foreign patents or other patents pending.

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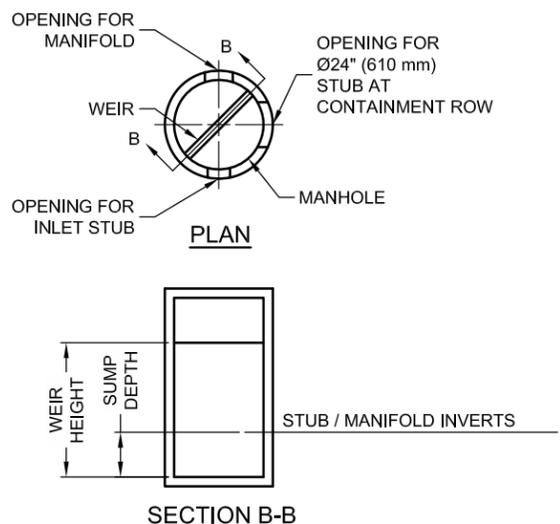


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CHAMBERMAXX DESIGN DETAILS			
FEATURE	START CHAMBER	MIDDLE CHAMBER	END CHAMBER
OVERALL CHAMBER HEIGHT - IN (mm)	30.3 (770)	30.3 (770)	30.3 (770)
OVERALL CHAMBER WIDTH - IN (mm)	51.4 (1306)	51.4 (1306)	51.4 (1306)
ACTUAL LENGTH - IN (mm)	98.4 (2500)	91.0 (2311)	92.0 (2337)
INSTALLED LAY LENGTHS - IN (mm)	96.2 (2443)	85.4 (2169)	88.5 (2248)
CHAMBER STORAGE VOLUME - CF (m³)	50.2 (1.421)	47.2 (1.336)	46.2 (1.307)
CHAMBER STORAGE PER LINEAR FOOT - CF/LF (m³/m)	6.3 (0.582)	6.6 (0.616)	6.3 (0.582)
*INSTALLED CHAMBER VOLUME - CF (m³)	78.1 (2.211)	75.1 (2.127)	74.1 (2.098)
*INSTALLED CHAMBER VOLUME PER LINEAR FOOT - CF/LF (m³/m)	9.7 (0.905)	10.6 (0.981)	10.0 (0.934)
CHAMBER WEIGHT - LB (kg)	83 (37.65)	73 (33.11)	76 (34.47)
*6" (152 mm) OF STONE ABOVE AND BELOW CHAMBER, 5.6" (142 mm) CHAMBER SPACING AND 40% POROSITY			

* SITE SPECIFIC DATA REQUIREMENTS	
FOR DETAILED DESIGN ASSISTANCE REFERENCE CHAMBERMAXX DYODS (DESIGN YOUR OWN DETENTION SYSTEM) SOFTWARE AND CHAMBERMAXX STAGE STORAGE CALCULATOR @ WWW.CONTECHSTORMWATER.COM	
TOTAL REQUIRED STORAGE VOLUME (CF OR m³)	
DEPTH TO INVERT BELOW ASPHALT (FT OR m)	
LIMITING WIDTH (FT OR m)	
LIMITING LENGTH (FT OR m)	
POROUS STONE ABOVE CHAMBER (IN OR mm)	
POROUS STONE BELOW CHAMBER (IN OR mm)	
STONE POROSITY (0 TO 40%)	
MANIFOLD SYSTEM DIAMETER (IN OR mm)	
* PER ENGINEER OF RECORD	



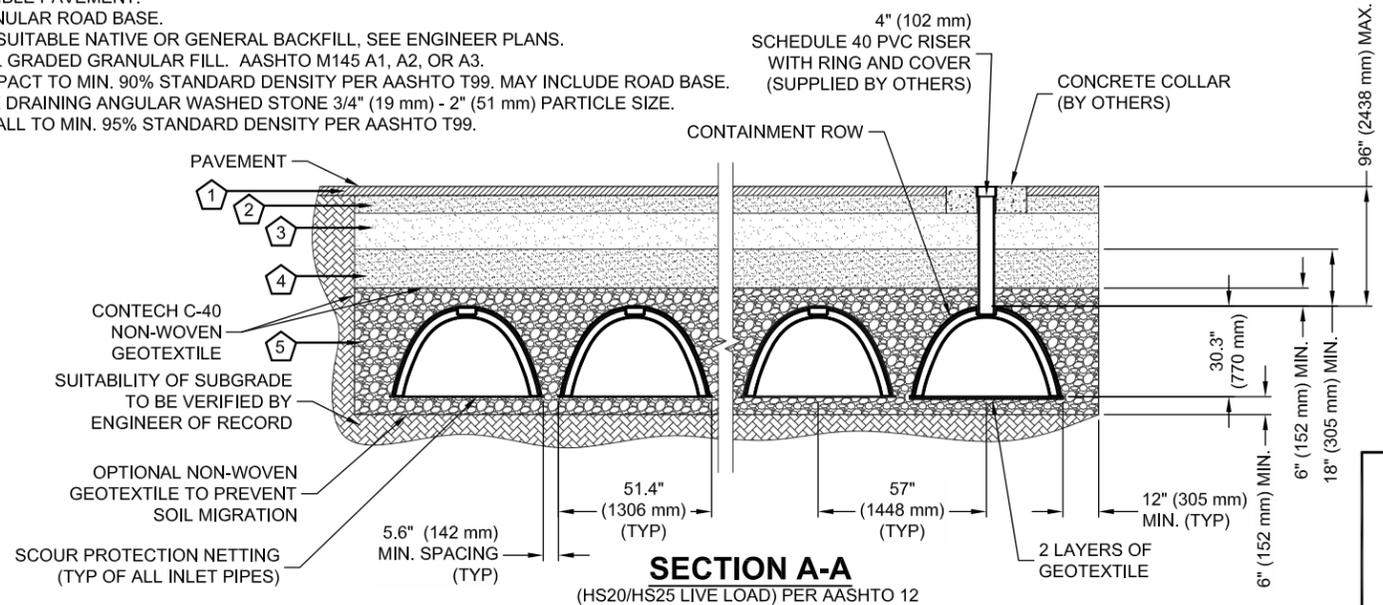
**GENERAL NOTES**

1. ALL ELEVATIONS, DIMENSIONS AND LOCATIONS OF RISERS AND INLETS SHALL BE VERIFIED BY THE ENGINEER OF RECORD.
2. PRIOR TO INSTALLATION OF THE CHAMBERMAXX SYSTEM A PRE-CONSTRUCTION MEETING SHALL BE CONDUCTED. THOSE REQUIRED TO ATTEND ARE THE SUPPLIER OF THE SYSTEM, THE GENERAL CONTRACTOR, SUB-CONTRACTORS AND THE ENGINEER.
3. CHAMBERMAXX CHAMBERS ARE MANUFACTURED FROM POLYPROPYLENE PLASTIC.
4. CHAMBERMAXX SYSTEM TO MEET AASHTO HS20/HS25 LIVE LOADING, PER AASHTO LRFD SECTION 12.
5. ACCESS COVERS TO MEET AASHTO HS20/HS25 LIVE LOADING.
6. MINIMUM COVER IS 18-INCHES (457 mm) AND MAXIMUM COVER IS 96-INCHES (2438 mm) TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT. FOR COVER HEIGHTS GREATER THAN 96-INCHES (2438 mm) CONTACT YOUR LOCAL REPRESENTATIVE.
7. ALL PARTS PROVIDED BY CONTECH UNLESS OTHERWISE NOTED.
8. FOR INFORMATION ON PRE-TREATMENT SYSTEMS, REFERENCE CONTECH PRE-TREATMENT SYSTEM STANDARD DETAILS OR CONTACT YOUR LOCAL REPRESENTATIVE.
9. CHAMBERMAXX BY CONTECH ENGINEERED SOLUTIONS, LLC

**INSTALLATION NOTES**

1. CHAMBERMAXX INSTALLATION GUIDE TO BE REVIEWED BY CONTRACTOR PRIOR TO INSTALLATION.
2. PRIOR TO PLACING BEDDING, THE FOUNDATION MUST BE CONSTRUCTED TO A UNIFORM AND STABLE GRADE. IN THE EVENT THAT UNSUITABLE FOUNDATION MATERIALS ARE ENCOUNTERED DURING EXCAVATION, A GEOGRID SHALL BE UTILIZED OR UNSUITABLE MATERIAL SHALL BE REMOVED AND BROUGHT BACK TO GRADE WITH FILL MATERIAL AS APPROVED BY THE ENGINEER OF RECORD. ONCE THE FOUNDATION PREPARATION IS COMPLETE, THE BEDDING MATERIAL CAN BE PLACED.
3. THE SCOUR PROTECTION NETTING TO EXTEND 1'-0" (305 mm) BEYOND OUTSIDE EDGE OF INLET CHAMBERS.
4. COVER ANY OPEN VOID SPACES GREATER THAN 3/4" (19 mm) ON CHAMBERS WITH A NON-WOVEN GEOTEXTILE TO PREVENT INFILTRATION OF BACKFILL MATERIAL.
5. STONE EMBEDMENT MATERIAL SHALL BE INSTALLED TO 95% STANDARD PROCTOR DENSITY AND PLACED IN 6-INCH (152 mm) TO 8-INCH (203 mm) LIFTS SUCH THAT THERE IS NO MORE THAN A TWO LIFT DIFFERENTIAL BETWEEN ANY OF THE CHAMBERS AT ANY TIME. GRANULAR BACKFILL MATERIAL SHALL BE COMPACTED TO 90% SPD. BACKFILLING SHALL BE ADVANCED ALONG THE LENGTH OF THE CHAMBER ROWS AT THE SAME RATE TO AVOID DIFFERENTIAL LOADING AND DISPLACEMENT OF THE CHAMBERS. THE MINIMUM CHAMBER SPACING MUST BE MAINTAINED.
6. REFER TO CHAMBERMAXX INSTALLATION GUIDE FOR TEMPORARY CONSTRUCTION LOADING GUIDELINES.
7. IT IS ALWAYS THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW OSHA GUIDELINES FOR SAFE PRACTICES.
8. GENERAL INSTALLATION METHODS AND MATERIALS TO BE IN ACCORDANCE WITH ASTM D2321.

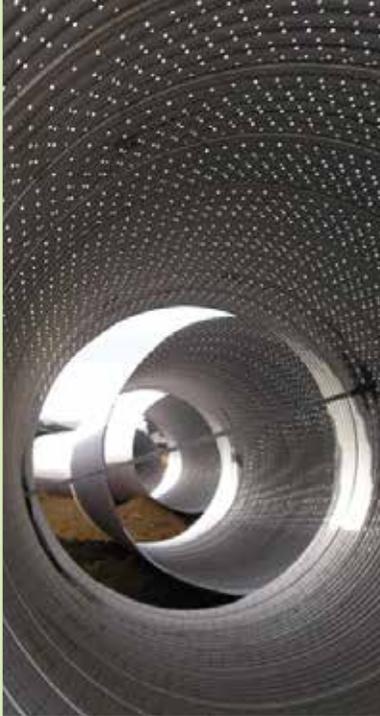
- KEY**
1. FLEXIBLE PAVEMENT.
  2. GRANULAR ROAD BASE.
  3. ANY SUITABLE NATIVE OR GENERAL BACKFILL, SEE ENGINEER PLANS.
  4. WELL GRADED GRANULAR FILL. AASHTO M145 A1, A2, OR A3. COMPACT TO MIN. 90% STANDARD DENSITY PER AASHTO T99. MAY INCLUDE ROAD BASE.
  5. FREE DRAINING ANGULAR WASHED STONE 3/4" (19 mm) - 2" (51 mm) PARTICLE SIZE. INSTALL TO MIN. 95% STANDARD DENSITY PER AASHTO T99.



**CHAMBERMaxx®**  
PATENT PENDING

**CONTECH®**  
ENGINEERED SOLUTIONS LLC  
www.ContechES.com  
9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069  
800-338-1122 513-645-7000 513-645-7993 FAX

**CHAMBERMAXX STORMWATER RETENTION  
STANDARD DETAIL  
CONTAINMENT ROW OPTION**



# Corrugated Metal Pipe Infiltration System

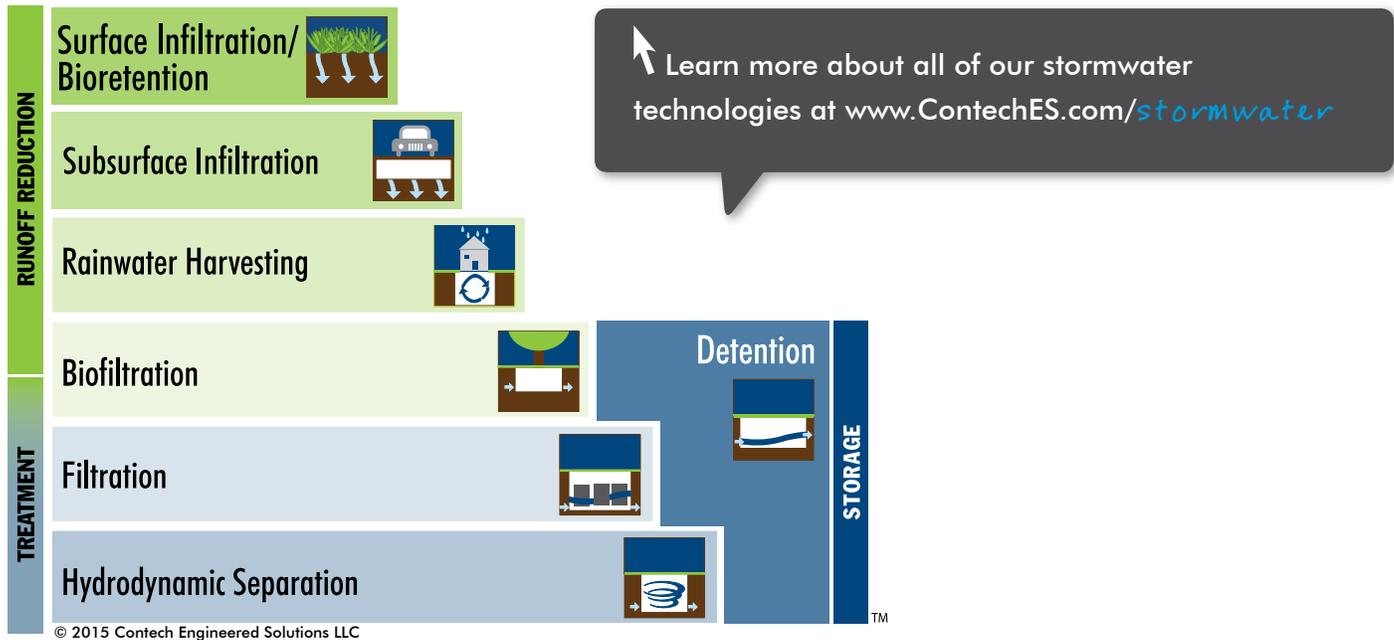


# Stormwater Solutions from Contech



## Selecting the Right Stormwater Solution Just Got Easier...

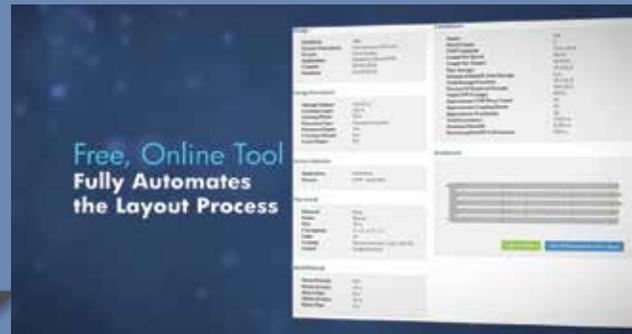
It's simple to choose the right stormwater solution to achieve your goals with the Contech Stormwater Solutions Staircase. First, select the runoff reduction practices that are most appropriate for your site, paying particular attention to pretreatment needs. If the entire design storm cannot be retained, select a treatment best management practice (BMP) for the balance. Finally, select a detention system to address any outstanding downstream erosion.



## DYODS

### DESIGN YOUR OWN DETENTION OR INFILTRATION SYSTEM

The Contech Design Your Own Detention System (DYODS®) tool fully automates the layout process for stormwater detention and infiltration systems and produces CAD and PDF files that can be used for creating plans and specs, and for estimating total installed costs.



To use the *Design Your Own Detention or Infiltration System* tool, visit: [www.ContechES.com/dyods](http://www.ContechES.com/dyods)

# Subsurface Infiltration as a Stormwater Management Strategy

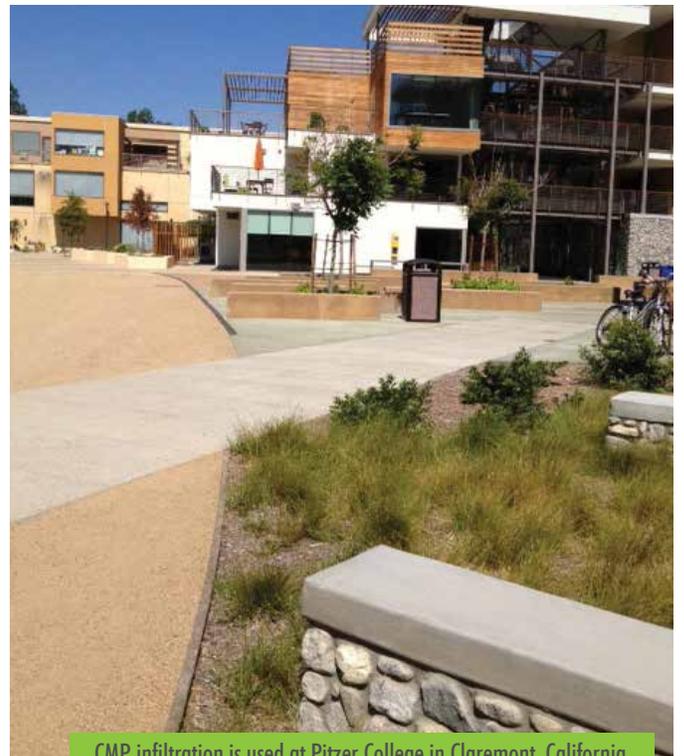
The only sure way to eliminate stormwater pollution is to eliminate stormwater runoff. In recognition of this fact, Green Infrastructure and Low Impact Development based stormwater management regulations prioritizing runoff reduction have proliferated throughout the United States.

Where site conditions allow, infiltration is typically the most cost effective and reliable runoff reduction approach. In urban environments where there are competing demands for land, subsurface infiltration can provide many of the benefits of landscape based systems but without requiring dedicated land area. Infiltration systems are commonly comprised of a pretreatment component designed to remove sediment, trash, and oil, followed by plastic, metal or concrete storage units surrounded by permeable stone creating a high voids storage gallery. Infiltration systems are typically designed to support vehicular loading and to withstand lateral pressures from surrounding soil that allows the overlying land to be used for virtually any non-building application.

**Subsurface infiltration meets the objectives of LID by reducing runoff with the added benefit of saving land space in urban environments.**



LID benefits include runoff volume reduction, peak flow control, ground water recharge, and water quality improvement.



CMP infiltration is used at Pitzer College in Claremont, California.



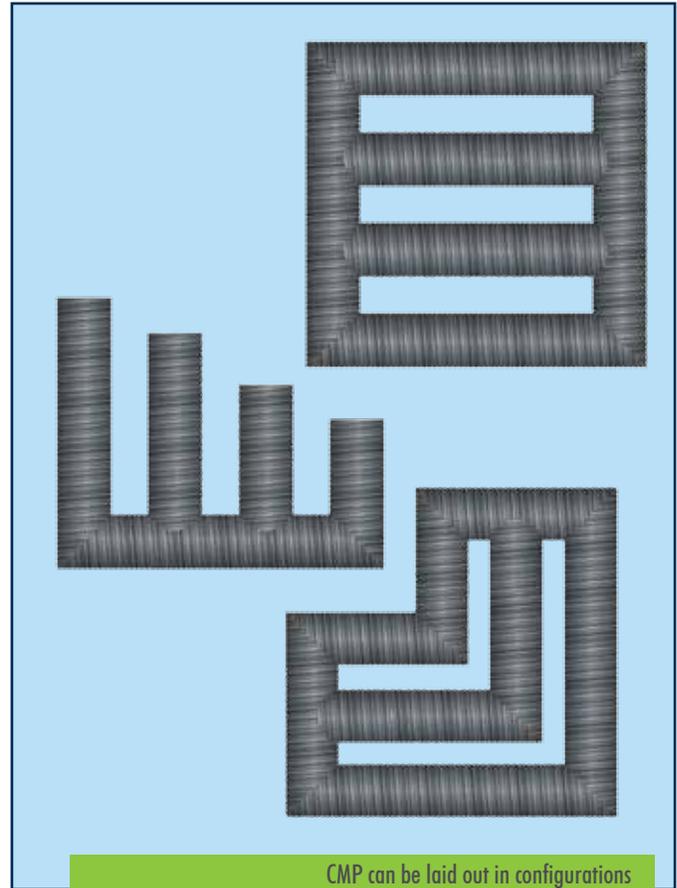
# CMP – the “Go To” Material for Subsurface Infiltration

The purpose of the storage vessel is to hold stormwater runoff underground while allowing it to infiltrate the surrounding soil. For the majority of applications, corrugated metal pipe (CMP) is the “go to” material for subsurface infiltration.

- 75+ year service life guidance for certain materials/ coatings in recommended environments.\* Please refer to the Corrugated Metal Pipe Detention Design Guide for additional information.
- Various pipe coatings and materials are available to accommodate site-specific needs: Aluminized Steel Type 2 (ALT2), Galvanized, CORLIX® Aluminum, and Polymer Coated.
- Wide range of gages, corrugations, and shapes, in diameters 12” – 144”.
- Pipe can be fully or partially perforated for infiltration, retention, or groundwater recharge applications.
- Custom access risers and manifolds provide direct access for maintenance.
- Outlet control devices can be incorporated within the system, eliminating the need for a separate structure.
- Customizable - a variety of fittings allow CMP to match most layout configurations.
- May be designed for heavy loading and high maximum cover.
- Contributes to LEED points.
- Available locally; quick turnaround time.
- The most economical installed solution.

With its low cost, a wide variety of diameters, layout configurations, and materials, no other material can match CMP’s flexibility and versatility.

\* Service life guidance provided by National Corrugated Steel Pipe Association (NCSPA) and/or AK Steel Corporation. See NCSPA.org website or consult your engineer of record for additional information on service life, recommended environments and field studies on various materials and coatings. Corrosive environments, such as seawater and road/de-icing salt infiltration, and other environments with pH and resistivity outside of the recommended range may cause premature corrosion and reduce actual service life. Because site conditions vary, Contech does not guaranty or warrant service life guidance for materials and coatings.



CMP can be laid out in configurations not achievable with other materials.



A wide range of CMP diameters and coatings are available to meet site specific needs.

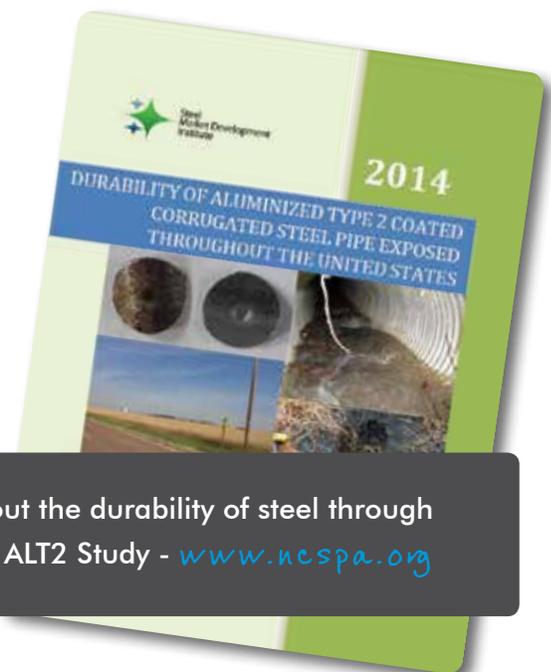
# Addressing the Question of Longevity

Some engineers are hesitant to use corrugated metal pipe (CMP) for infiltration because they have heard about CMP drainage culverts that have corroded due to abrasion. Factors affecting longevity differ between culvert and infiltration applications. Culverts experience high velocity flows carrying abrasive sediment, which can wear off galvanized coatings used in older CMP culverts. Infiltration systems are designed for storage rather than conveyance, so velocity and abrasive forces are minimized. In addition, improved CMP coatings, such as Aluminized Type 2 (ALT2), are more abrasion resistant and have demonstrated superior in-ground performance against abrasion in long-term durability studies. Field studies also have indicated that ALT2 coating may extend service life in wider pH and resistivity ranges than galvanized coatings. Confirming and maintaining recommended environmental conditions helps ensure system longevity projected by the long term studies. Finally, properly designed infiltration systems include pretreatment, flow control and a stone backfill envelope that can reduce exposure to abrasion.

- National Corrugated Steel Pipe Association (NCSPA) service life guidance of 75+ years for certain materials/coatings in recommended environments.
- CMP infiltration systems can be designed to meet HS-20 or greater load requirements with proper depths of cover.
- With low flows, CMP infiltration systems have little susceptibility to abrasion inside the pipe that holds stormwater runoff.
- Various pipe coatings and materials are available to accommodate site-specific needs: Aluminized Steel Type 2 (ALT2), Galvanized, CORLIX® Aluminum, and Polymer Coated.
- CMP infiltration systems are to be surrounded by clean crushed rock to provide increased storage capacity and reduce contact with native soils. The entire system may be wrapped with fabric or liner on the sides and top to help further reduce contact with native soils.
- CMP infiltration systems may be used in wide range of recommended environments. AK Steel Corporation's field studies and technical guidance indicate 75 year service life guidance for 16 gage ALT2 for pH of 5-9 and resistivity greater than 1,500 ohm-cm and 100 year service life guidance for 16 gage ALT2 for pH of 6-8 and resistivity greater than 5,000 ohm-cm.
- Corrosive environments, such as seawater and road/de-icing salt infiltration, acidic minewater, and sanitary sewage, and other environments with pH and resistivity outside of the recommended range may cause premature corrosion and reduce actual service life.
- Infiltration systems are to be inspected and maintained in accordance with Contech's guidelines. See Corrugated Metal Pipe Detention Design Guide for additional information on CMP infiltration systems.



CMP has a proven service life



Learn more about the durability of steel through the recent NCSPA ALT2 Study - [www.ncspa.org](http://www.ncspa.org)

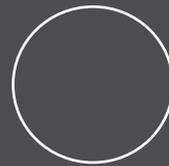
Learn more at [www.ContechES.com/cmp-detention](http://www.ContechES.com/cmp-detention)



# Maximizing Vertical Space: Every Inch Counts

One of the most overlooked advantages of CMP is its ability to maximize vertical storage space.

Increasing the depth of a CMP infiltration system allows for more water storage in the same footprint. For example, doubling the diameter of pipe yields four times as much storage volume in the pipe. This provides a significant cost savings per cubic foot of storage. In addition, more vertical storage space means a smaller footprint, less excavation, and lower project costs.



96" diameter - 50.2 ft<sup>3</sup>/ft



48" diameter - 12.5 ft<sup>3</sup>/ft

*2x the diameter - 4x the storage*

Contech's Corrugated Metal Pipe Detention systems maximize vertical storage space.

## Sizing

### Round Pipe – CMP → 6-in to 144-in

Diameter (inches)	Volume (ft <sup>3</sup> /ft)	Min. Cover Height	Diameter (inches)	Volume (ft <sup>3</sup> /ft)	Min. Cover Height
12	.78	12"	78	33.2	12"
15	1.22	12"	84	38.5	12"
18	1.76	12"	90	44.2	12"
21	2.40	12"	96	50.3	12"
24	3.14	12"	102	56.8	18"
30	4.9	12"	108	63.6	18"
36	7.1	12"	114	70.9	18"
42	9.6	12"	120	78.5	18"
48	12.6	12"	126	86.6	18"
54	15.9	12"	132	95.0	18"
60	19.6	12"	138	103.9	18"
66	23.8	12"	144	113.1	18"
72	28.3	12"			

# The Need for Effective Pretreatment

Infiltration systems have multiple components, and one of the most important is pretreatment. The purpose of a pretreatment device is to prolong the life of the infiltration system by removing debris and sediment that can collect on the invert and within the stone backfill voids. Pretreatment will maintain the efficiency of an infiltration system as well as extend the life cycle, therefore preventing a premature replacement. Pretreatment also offers these additional benefits:

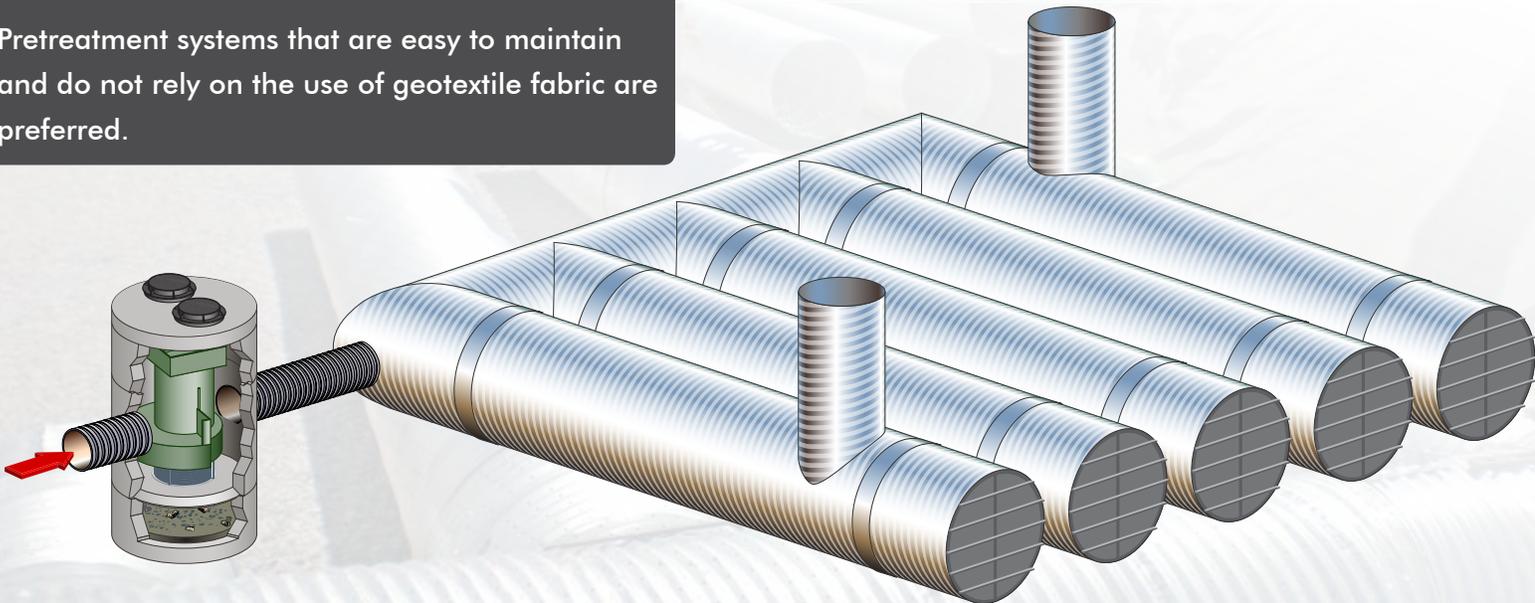
- Easier to clean and maintain compared to the infiltration system itself.
- Cost savings due to the extended service life of the system.
- Removing trash and debris protects downstream outlet control structures from clogging.

## Pretreatment Design Considerations

When choosing a pretreatment system, it is important to consider the following:

- Downstream outlet control structures may require protection from a pretreatment device that screens trash and debris.
- Pretreatment system selection depends on pollutant targets. Trash, debris, and larger particles can be removed with hydrodynamic separators. Removing high percentages of fine particles and associated heavy metals and nutrients requires filtration.
- Reduced long term maintenance or replacement cost of the infiltration system can help justify pretreatment construction costs.
- Inlet and pipe layout will influence the number and type of pretreatment systems used. A combination of different systems may be appropriate for the various inlet locations and flows.

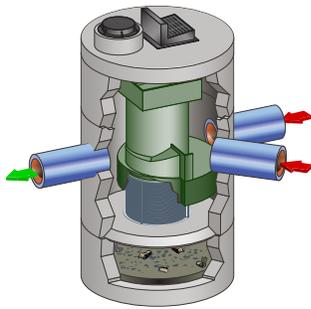
Pretreatment systems that are easy to maintain and do not rely on the use of geotextile fabric are preferred.



# Pretreatment Options

Contech offers a number of pretreatment options, all of which will extend the life of subsurface infiltration systems and improve water quality. The type of system chosen will depend on a number of factors including footprint, soil conditions, local regulations, and the desired level of pretreatment.

**CDS provides direct access to cleaning, and the built-in high flow bypass weir eliminates the need for a separate bypass structure.**



## Hydrodynamic Separation

Hydrodynamic Separation (HDS) provides a basic level of pretreatment by capturing and retaining trash and debris, sediment, and oil from stormwater runoff.

### CDS®

The CDS uses a combination of swirl concentration and indirect screening and is the only non-blocking screening technology available in an HDS system.



## Filtration

Filtration provides a higher level of pretreatment and improved water quality by removing trash and debris, oil, fine solids, and dissolved pollutants such as metals, hydrocarbons, and nutrients.

### Filterra® Bioretention System

Filterra is an engineered bioretention system that has been optimized for high volume/flow treatment and high pollutant removal.



### The Stormwater Management StormFilter®

The StormFilter system is comprised of a structure that houses rechargeable, media-filled cartridges. The media can be customized to target site-specific pollutants.



### Jellyfish® Filter

The Jellyfish filter uses membrane filtration in a compact footprint to remove a high level and a wide variety of stormwater pollutants such as fine particulates, oil, trash and debris, metals, and nutrients.

# Alternative Materials for Subsurface Infiltration

There may be instances where alternative materials are needed for subsurface infiltration due to site specific needs.

## Plastic Chambers

Plastic chambers are best suited to shallow depth applications; minimum cover is 18 inches, and maximum cover is 96 inches. Some benefits of chambers are:

- Chambers may be beneficial for sites with limited vertical storage.
- Lightweight and installed by hand.
- Heavy equipment is not required to set units into place.
- Centralized stocking locations for short lead times.

## Concrete Structures/Vaults

Some concrete structures and vaults are best suited for high loading applications such as railroads or airports. Concrete units are also ideal in corrosive environments or areas with high salinity. Some benefits of concrete structures are:

- Wide range of spans and heights.
- Greater underground infiltration storage in a smaller footprint.
- Ample and easy maintenance access.
- Fast installation.



# Project Profiles: CMP Infiltration Systems in Action

## Edie and Lew Wasserman Building, UCLA

### Westwood, California

- The new six-story, 100,000 square foot Edie and Lew Wasserman Building was built on a very dense site that needed to meet sustainability requirements.
- The design needed to maximize infiltration volume, match existing inverts, and work around existing utilities.
- The stormwater management systems included a CDS pretreatment system and a CMP infiltration system using 57' of 72" perforated CMP.
- Perforated CMP was selected to avoid utilities, minimize excavation, meet the City of LA LID requirements, contribute to the building's LEED certification, and to provide space for the buildings "outdoor room" and gardens.



## Creative Office Space

### El Segundo, California

- A stormwater infiltration solution was needed for a new group of office buildings.
- The owner wanted to maximize the use of the parking area in the urban setting.
- The site had a tight footprint and multiple utility constraints, requiring the design of five separate systems.
- A total of 860 LF of perforated CMP was installed providing of 25,265 CF of storage.
- Perforated CMP was selected for its design flexibility, cost effectiveness, and ease of installation.

## City Center Regional Stormwater Facility

### Mountlake Terrace, Washington

- The city of Mountlake Terrace, Washington needed a new stormwater retention facility to provide stormwater treatment and downstream flood control.
- There was limited footprint for 80,000 CF of runoff, and the system was required to be very deep, with about 15' of cover.
- Engineers designed a system consisting of a CDS pretreatment system in front of 800 linear feet of 120" diameter, perforated, aluminized type 2 CMP that allows the runoff to slowly infiltrate the surrounding soil.
- Perforated CMP was selected for its ability to accommodate the deep bury, the relatively small footprint, and cost effectiveness.



# The Right Partner Can Make All the Difference

Regardless of your project's objectives and constraints, our team of stormwater design engineers, regulatory managers, and local stormwater consultants are here to provide you with expert advice and assistance. If your goal is to eliminate or detain runoff, you can rely on Contech for a wide range of subsurface infiltration, detention, and rainwater harvesting solutions. If treatment is needed, our landscape-based biofiltration or subsurface filtration designs can fit into virtually any site and can be tailored to address specific pollutants.

## At every stage of your project, count on Contech to provide engineering services including:

- Regulatory guidance and permitting assistance
- Preliminary standard details and/or site specific final CAD drawings and specifications
- Low Impact Development design assistance
- Engineering calculations for hydraulics/hydrology, rainwater harvesting, and detention/retention
- Online "Design Your Own" tools
- Review of preliminary site design, feasibility screening, and layout assistance
- Value engineering – cost estimates and options analysis
- Pre-construction support, project scheduling, and contractor coordination
- Installation and construction support
- Maintenance support:
  - » Guidance manuals
  - » Demonstrations
  - » Qualified contractor identification

The result: an efficient design process, the right product, greater land space savings, and faster permitting. The entire Contech stormwater team welcomes the opportunity to work with you on your stormwater projects.

To get started, please visit [www.conteches.com/localresources](http://www.conteches.com/localresources) or call us at 800-338-1122.



Learn more at [www.ContechES.com/cmp-detention](http://www.ContechES.com/cmp-detention)



408

## Dig Deeper

Find all the information you need at [www.ContechES.com](http://www.ContechES.com), including field and laboratory test results, approvals, brochures, design guides, standard details, and specifications within the product section of our site.

## Connect with Us

We're here to make your job easier – and that includes being able to get in touch with us when you need to. Go to [www.ContechES.com/ConnectwithContech](http://www.ContechES.com/ConnectwithContech).

While you're there, be sure to check out our upcoming seminar schedule or request an in-house technical presentation.

## Start a Project

If you are ready to begin a project, contact your local representative to get started. Or you can check out our design toolbox for all our online resources at [www.ContechES.com/designtoolbox](http://www.ContechES.com/designtoolbox).

## Links to Stormwater Tools:

To use the Land Value Calculator, visit:

[www.ContechES.com/lvc](http://www.ContechES.com/lvc)

(Look under the Stormwater Management section to download the Land Value Calculator)

To use the Design Your Own Detention System tool, visit:

[www.ContechES.com/dyods](http://www.ContechES.com/dyods)

To use the Design Your Own Hydrodynamic Separator tool,

visit: [www.ContechES.com/dyohds](http://www.ContechES.com/dyohds)

To use the Rainwater Harvesting Runoff Reduction Calculator

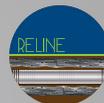
tool, visit: [www.ContechES.com/rwh-calculator](http://www.ContechES.com/rwh-calculator)

To use the LID Site Planner, visit:

[www.ContechES.com/LIDsiteplanner](http://www.ContechES.com/LIDsiteplanner)



## COMPLETE SITE SOLUTIONS



### Stormwater Solutions

Helping to satisfy stormwater management requirements on land development projects

- Stormwater Treatment
- Detention/Infiltration
- Rainwater Harvesting
- Biofiltration/Bioretenation

### Pipe Solutions

Meeting project needs for durability, hydraulics, corrosion resistance, and stiffness

- Corrugated Metal Pipe (CMP)
- Steel Reinforced Polyethylene (SRPE)
- High Density Polyethylene (HDPE)
- Polyvinyl Chloride (PVC)

### Structures Solutions

Providing innovative options and support for crossings, culverts, and bridges

- Plate, Precast & Truss bridges
- Hard Armor
- Retaining Walls
- Tunnel Liner Plate

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 La Verne, CA 91750  
 (909) 392-9999 FAX (909) 392-0124  
 Lic. No, CA 622114, 691188



**Project name: McKinna Elementary School Reconstruction**

1611 S. J Street  
 Oxnard, CA 93033

**Quoted to:** Bernards  
 Arvind

**QUOTATION**

Quote Date: 5/6/2019  
 Quote valid for 30 days

No.		Amount
1.	<p><b>PROPOSAL REQUEST #12</b></p> <p>Remove upper cabinets in all classroom closets behind sliding marker boards.            Classrooms 230, 231, 232, 401 thru 412, 431 thru 442.</p>	<p>\$ (31,871.88)</p>
<p><b>Addenda Noted:</b></p>		
<p>Price assumes the parties will contract using AIA A401-2007 "Standard Form of Agreement Between Contractor and Sub-contractor" (the "AIA Subcontract"), which shall incorporate this bid (quote) for purposes of defining the scope of work. Any proposed subcontract involving terms more burdensome to the subcontractor than the AIA Subcontract will require an increase to the above price quote to be negotiated and agreed upon at the time the subcontract is signed.</p>		
<p>Price includes manufacture of cabinets, sales tax, delivery, installation and union affiliation. Price includes prevailing wage installation. Does not include permits, permitting fees, engineering or architectural drawings. Price is based on WI Custom Grade, Style 1, Type A, overlay cabinet construction. Cabinet cores to be 3/4" MDF. Cabinet interiors to be white thermo-fused melamine. Exposed surfaces to be plastic laminate with color matching PVC edging. Hardware is concealed hinges full extension drawer slides, recessed metal shelf supports and 4" wire pulls. All necessary wall blocking for attachment of cabinets must be provided by general contractor at required locations.</p> <p>EXCLUSIONS, UNLESS OTHERWISE NOTED: (1) All metal fabrication and installation, including metal countertop supports; (2) Telephone and equipment backboards, bulletin boards, marker boards, or tack boards; (3) Base molding; (4) Stone or concrete surfaces; (5) All fire rated substrates or laminates; (6) Performance, payment or bid bonds; (7) Laminate, solid surface and stone materials to be selected from manufacture's non-premium-priced standard pattern, color and finish.</p> <p>ANY ALTERATION OR DEVIATION OF THE ABOVE WILL BE ACCEPTED ONLY UPON RECEIPT OF A WRITTEN AND SIGNED CHANGE ORDER. OUR BOND RATE IS 2.5%.</p>		
<p><b>SBE Certified #49458</b>    <a href="http://www.dreevesinc.com">www.dreevesinc.com</a>     <b>WOODWORK INSTITUTE</b></p>		

# PROPOSAL REQUEST

## McKinna Elementary School

Number

**12**

**Contractor** Bernards

**Owner** Oxnard School District

**Contract Start Date** 07.16.18

**Date Issued** 04.02.19

---

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

### **Subject: Classroom Upper Cabinet Removal**

Remove upper cabinets in all classroom closets behind sliding marker boards. This change is to be a credit to the Owner.

*This is not a change of contract. Do not proceed with the work described until notified by the Owner.*

### **Attachments**

A102, A103, A122, A123, A402

**Lead  
Signature**

---

Kevin Griendling, AIA  
Perkins Eastman Dougherty



### FLOOR PLAN LEGEND

- NON-RATED STUD WALL
- ONE-HOUR RATED STUD WALL
- TWO-HOUR RATED STUD WALL
- CONCRETE MASONRY WALL
- ONE-HOUR RATED FLOOR ASSEMBLY SEE A532
- WALL TYPE - SEE SHEET A011 FOR SCHEDULE
- STOREFRONT TYPE - SEE SHEET A014 AND A015 FOR SCHEDULE
- WINDOW TYPE - SEE SHEET A013 FOR SCHEDULE
- FIRE EXTINGUISHER (BRACKET MOUNTED) FE
- FIRE EXTINGUISHER WITH CABINET - SEE G10 / A551 FEC
- SIGNAGE TYPE, SEE A571 ID

### FLOOR PLAN NOTES

1. FOR TYPICAL SYMBOLS AND ABBREVIATION SEE G002.
2. SEE SHEET A551 FOR TYPICAL CASEWORK DETAILS.
3. RESTROOMS ON GRADE TO HAVE DEPRESSIONED SLAB FOR MORTAR BED AND TILE.
4. ONE HOUR RATED WALLS SHALL HAVE CONTINUOUS FIRE PROTECTION FROM FINISH FLOOR TO BOTTOM OF DECK.
5. THE SPACE UNDER STAIRWAYS SHALL NOT BE USED FOR ANY PURPOSE.
6. TRAFFIC COATING SHALL BE PROVIDED AT BALCONIES, STAIR TREADS AND RISERS, AND STAIR LANDINGS. BALCONY SHALL SLOPE TO DRAIN AT 2% MAX. TO EDGE.
7. WINDOW AND DOOR ASSEMBLIES IN FIRE RATED WALLS SHALL MATCH THE FIRE RATING OF THE WALLS.
8. EXTERIOR WALLS TO BE 2X6 AT 16" O.C. WITH PLYWOOD SHEATHING AT EXTERIOR, U.N.O.
9. FOR TYPICAL CURB AT EXTERIOR WALLS SEE A10 / A011.
10. SOFFIT FRAMING TO BE 2X6 AT 16" O.C.
11. SEE CLASSROOM 403 IN A10 / A102 FOR TYP BUILDING 2 AND 4 CLASSROOM INFORMATION.
12. SECOND FLOOR DECK DRAINS MAXIMUM 16" O.C. SLOPE TOPPING SLAB TO DRAIN.
13. FOR KITCHEN EQUIPMENT SEE FOOD SERVICE PLANS.

**MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION**  
 OXNARD SCHOOL DISTRICT  
 16111 SOUTH J STREET, OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	02/09/2017
11	RFL_068 10.26.18
20	ASL_006 12.06.18
28	CCD5 02.13.19
39	PR_012 04.02.19

**CLASSROOMS (B4) - FIRST FLOOR**  
 PLAN

IDENTIFICATION STAMP  
 DIVISION OF REGULATION & SERVICES

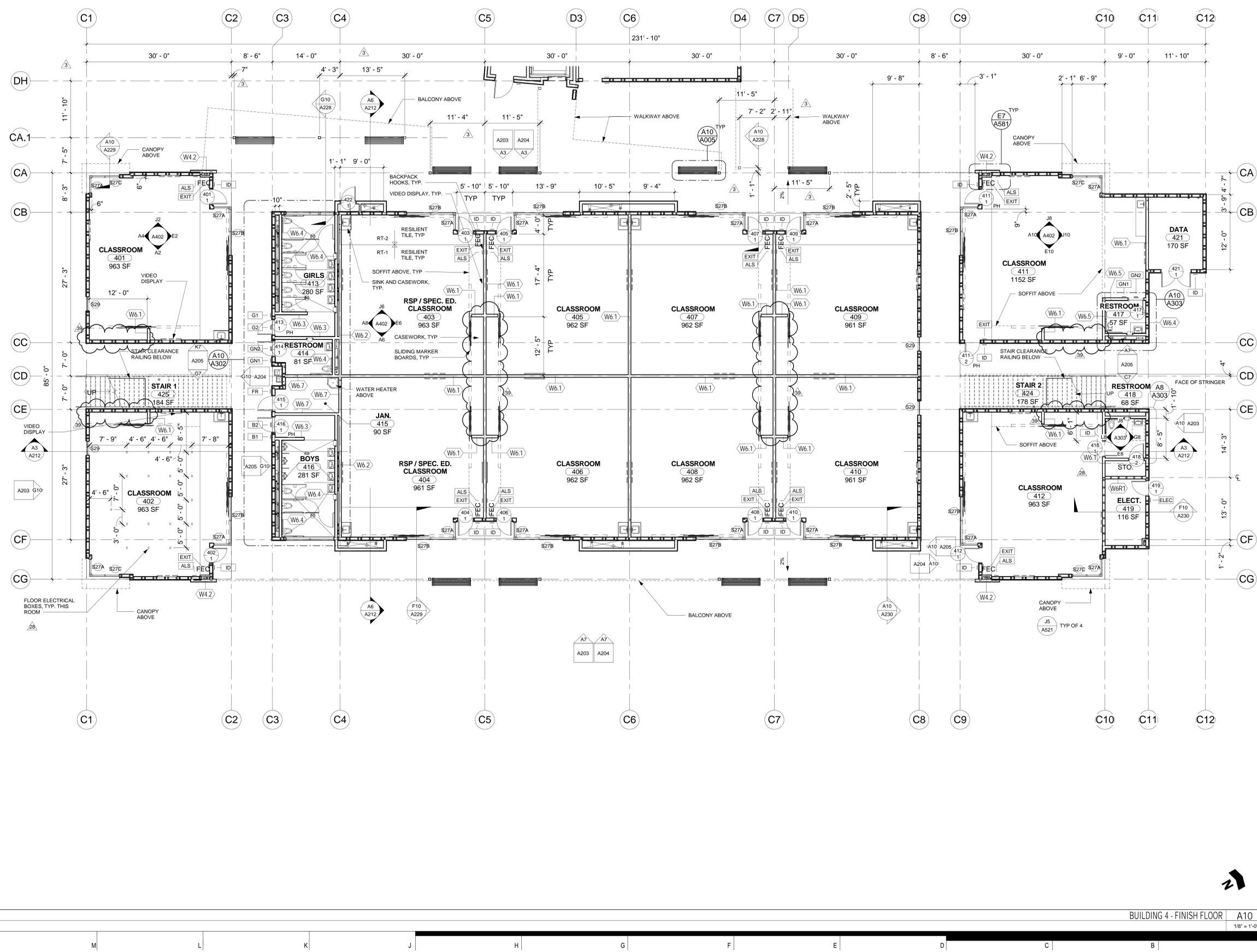
FILE NO: 56-22  
 A#: 03-118371

AC: \_\_\_\_\_ FLS: \_\_\_\_\_ SS: \_\_\_\_\_  
 DATE: \_\_\_\_\_



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**A102**



BUILDING 4 - FINISH FLOOR A10  
 1/8" = 1'-0"



### FLOOR PLAN LEGEND

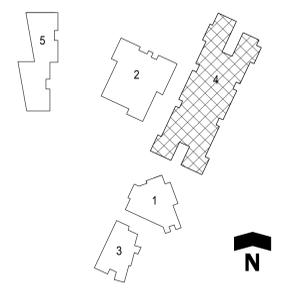
- NON-RATED STUD WALL
- ONE-HOUR RATED STUD WALL
- TWO-HOUR RATED STUD WALL
- CONCRETE MASONRY WALL
- ONE-HOUR RATED FLOOR ASSEMBLY SEE A532
- WALL TYPE - SEE SHEET A011 FOR SCHEDULE
- STOREFRONT TYPE - SEE SHEET A014 AND A015 FOR SCHEDULE
- WINDOW TYPE - SEE SHEET A013 FOR SCHEDULE
- FE FIRE EXTINGUISHER (BRACKET MOUNTED)
- FEC FIRE EXTINGUISHER WITH CABINET - SEE G10 / A551
- ID SIGNAGE TYPE, SEE A571

### FLOOR PLAN NOTES

1. FOR TYPICAL SYMBOLS AND ABBREVIATION SEE G002.
2. SEE SHEET A551 FOR TYPICAL CASEWORK DETAILS.
3. RESTROOMS ON GRADE TO HAVE DEPRESSED SLAB FOR MORTAR BED AND TILE.
4. ONE HOUR RATED WALLS SHALL HAVE CONTINUOUS FIRE PROTECTION FROM FINISH FLOOR TO BOTTOM OF DECK.
5. THE SPACE UNDER STAIRWAYS SHALL NOT BE USED FOR ANY PURPOSE.
6. TRAFFIC COATING SHALL BE PROVIDED AT BALCONIES, STAIR TREADS AND RISERS, AND STAIR LANDINGS. BALCONY SHALL SLOPE TO DRAIN AT 2% MAX. TO EDGE.
7. WINDOW AND DOOR ASSEMBLIES IN FIRE RATED WALLS SHALL MATCH THE FIRE RATING OF THE WALLS.
8. EXTERIOR WALLS TO BE 2X6 AT 16" O.C. WITH PLYWOOD SHEATHING AT EXTERIOR, U.N.O.
9. FOR TYPICAL CURB AT EXTERIOR WALLS SEE A10 / A011
10. SOFFIT FRAMING TO BE 2X6 AT 16" O.C.
11. SEE CLASSROOM 403 IN A10 / A102 FOR TYP BUILDING 2 AND 4 CLASSROOM INFORMATION.
12. SECOND FLOOR DECK DRAINS MAXIMUM 16" O.C., SLOPE TOPPING SLAB TO DRAIN
13. FOR KITCHEN EQUIPMENT SEE FOOD SERVICE PLANS.

**MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION**  
 OXNARD SCHOOL DISTRICT  
 16111 SOUTH J STREET, OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	02/09/2017
11	RFL_068 10.26.18
18	ASL_004 11.29.18
28	CCD5 02.13.19
39	PR_012 04.02.19



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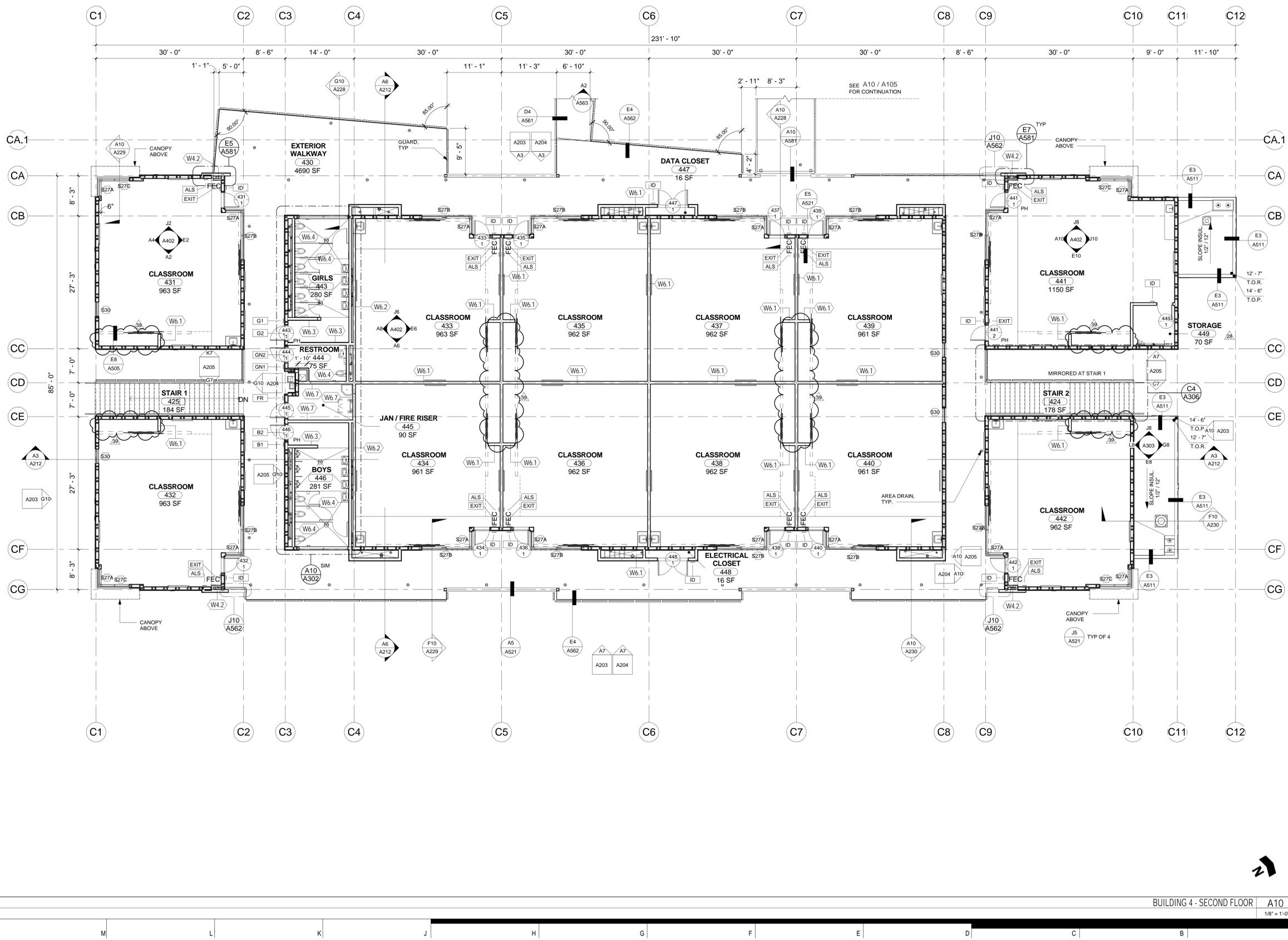
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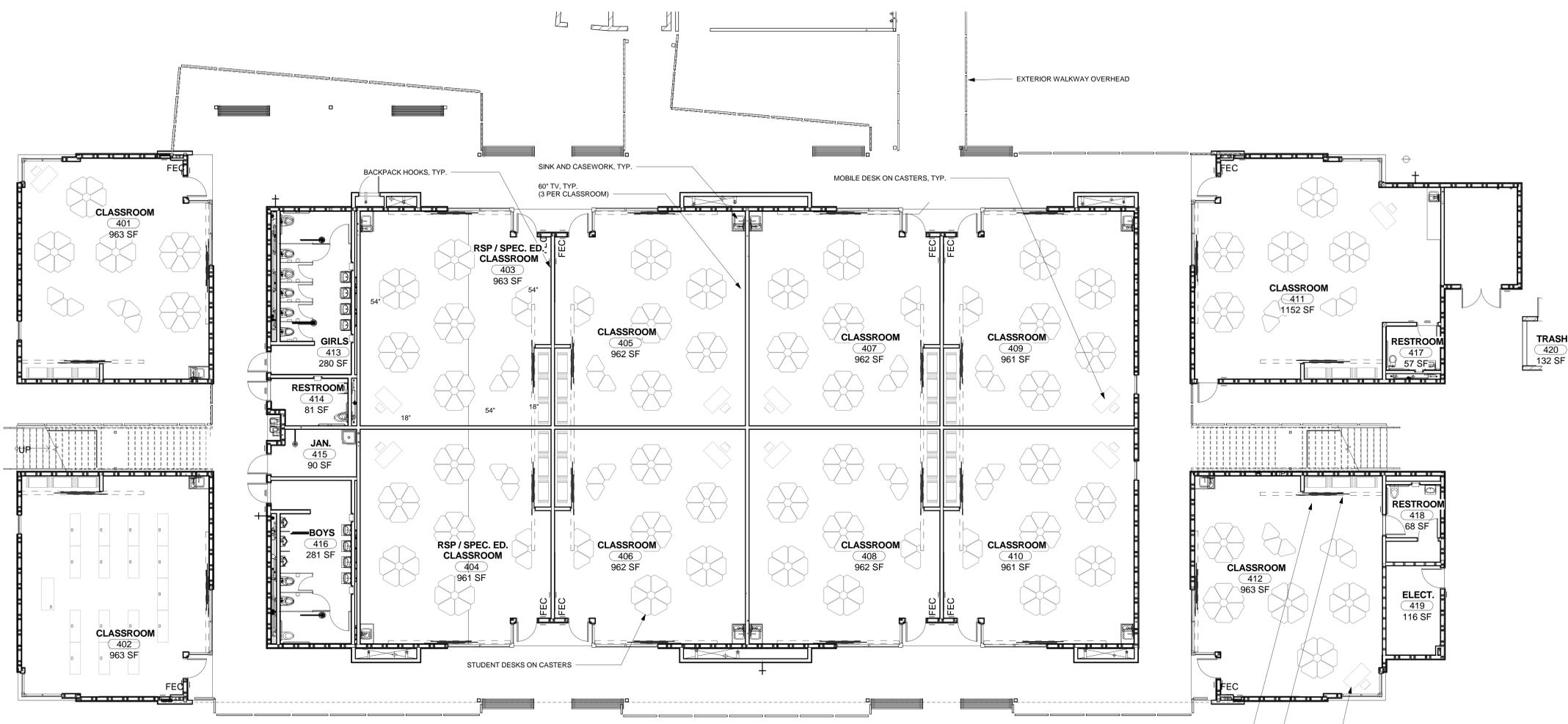
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**CLASSROOMS (B4) - SECOND FLOOR PLAN**

**A103**



BUILDING 4 - SECOND FLOOR A10  
 1/8" = 1'-0" 10



EXTERIOR WALKWAY OVERHEAD  
BACKPACK HOOKS, TYP.  
SINK AND CASEWORK, TYP.  
60" TV, TYP. (3 PER CLASSROOM)  
MOBILE DESK ON CASTERS, TYP.  
STUDENT DESKS ON CASTERS  
SLIDING MARKERBOARD PANEL, TYP.  
MOBILE CARTS, TYP.  
TEACHERS DESK, TYP.

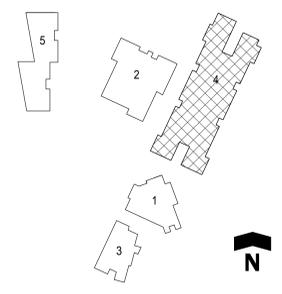
M L K J H G F E D C B A  
BUILDING 4 - FIRST FLOOR FURNITURE PLAN 1  
1/8" = 1'-0" 10

1  
2  
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4  
5  
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9

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION  
OXNARD SCHOOL DISTRICT  
16111 SOUTH J STREET, OXNARD, CA 93033

JOB 21710.00  
SCALE AS NOTED  
PM DM  
DATE 02/09/2017

CLASSROOMS (B4) - FIRST FLOOR  
FURNITURE PLAN

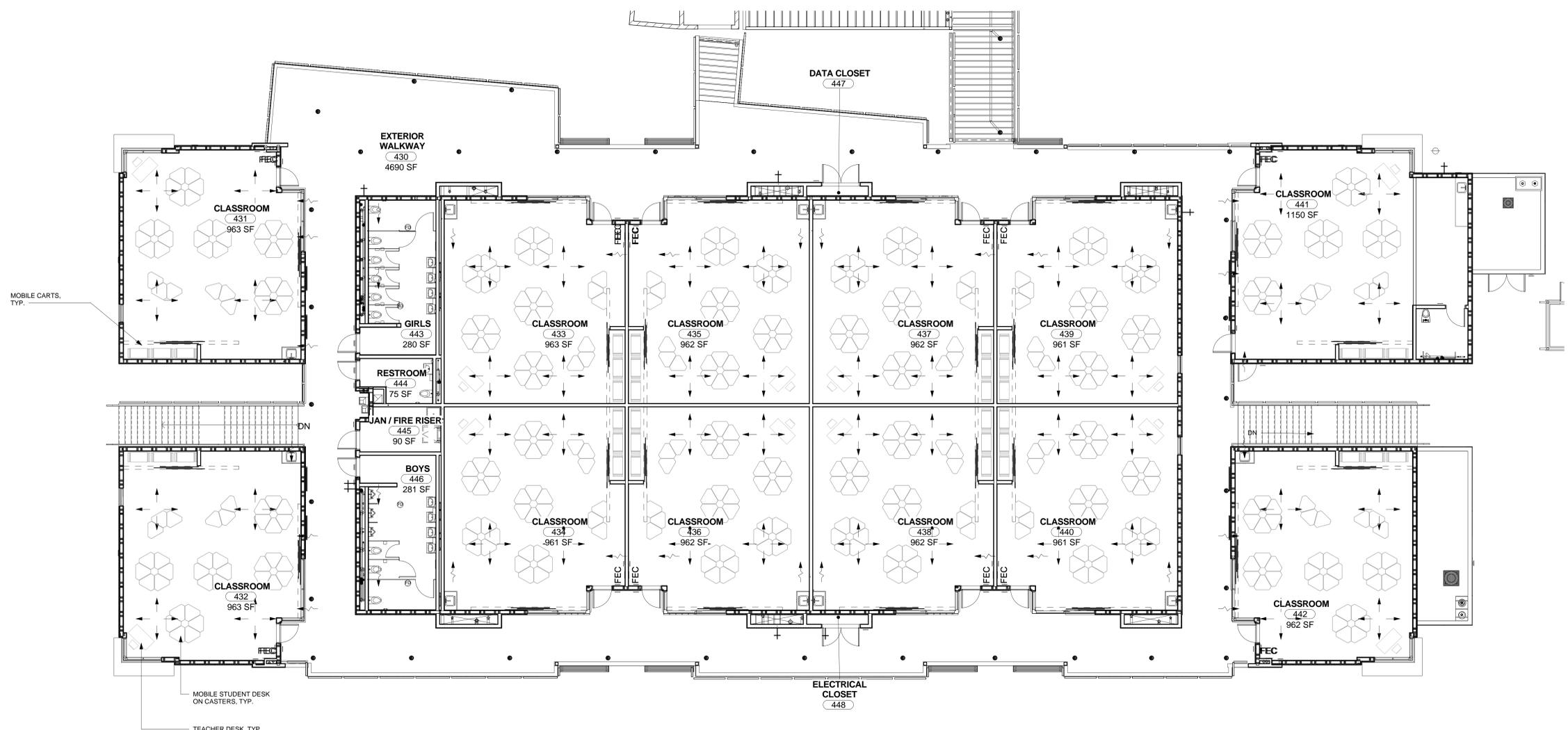


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AR: 03-118371  
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DATE \_\_\_\_\_



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A122



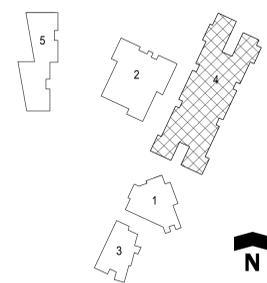
MOBILE CARTS, TYP.

MOBILE STUDENT DESK ON CASTERS, TYP.

TEACHER DESK, TYP.

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M L K J I H G F E D C B A



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AR: 03-118371  
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OXNARD SCHOOL DISTRICT  
16111 SOUTH J STREET, OXNARD, CA 93033

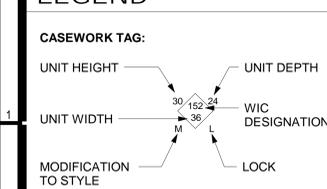
JOB 21710.00  
SCALE AS NOTED  
PM DM  
DATE 02/09/2017

CLASSROOMS (B4) - SECOND FLOOR FURNITURE PLAN

A123



### INT. ELEVATION LEGEND



**CASEWORK NOTES:**  
 1. PROVIDE LOCKS FOR CABINET DRAWERS AND DOORS, TYP.  
 2. REFER TO MANUAL OF MILLWORK BY WOODWORK INSTITUTE OF CALIFORNIA FOR WIC DESIGNATION.

**BACKING FOR CASEWORK MOUNTING:**



**SLIDING MARKERBOARD PANEL:**



**TACKABLE WALL:**



**VIDEO DISPLAY MOUNT:**



**SINK CABINET:**

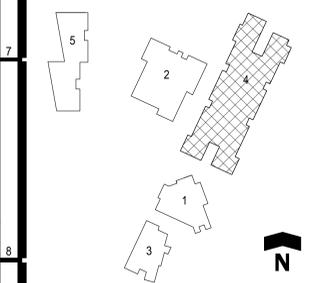


**SLIDING MARKER BOARD:**



### INTERIOR ELEVATION NOTES

- CLASSROOM INTERIOR ELEVATIONS ARE SHOWN IN ONE ORIENTATION WITH SIMILAR ROOMS INDICATED. SEE THE FLOOR PLANS FOR MIRRORED AND REVERSED CONDITIONS AND COORDINATE INSTALLATION.
- 1/2" SQUARE REGLET REVEAL REFER TO J7 A551
- PER TABLES 11B-604.9, 11B-606.3, 11B-606.3, AND FIGURE 11B-306.3, KINDERGARTEN SINK ELEVATIONS 31" MAX TO RIM, PARALLEL APPROACH PERMITTED.



IDENTIFICATION STAMP  
 DIVISION OF REGULATION & SERVICES

FILE NO: 56-22  
 A#: 03-118371

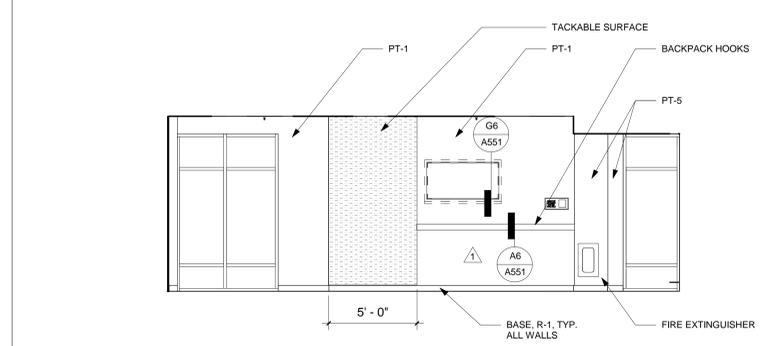
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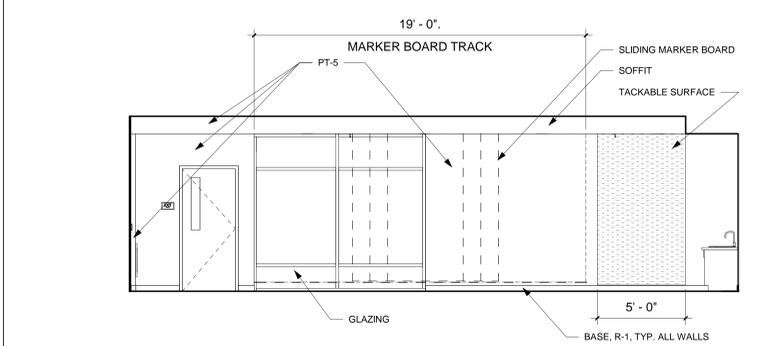
**MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION**  
 OXNARD SCHOOL DISTRICT  
 16111 SOUTH J STREET, OXNARD, CA 93033

**CLASSROOM (B4) INTERIOR ELEVATIONS**

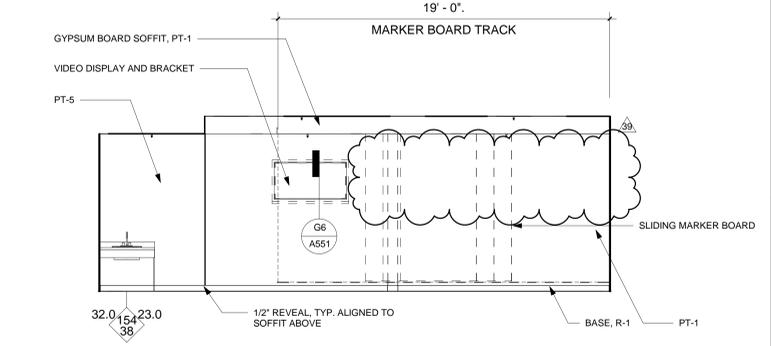
**A402**



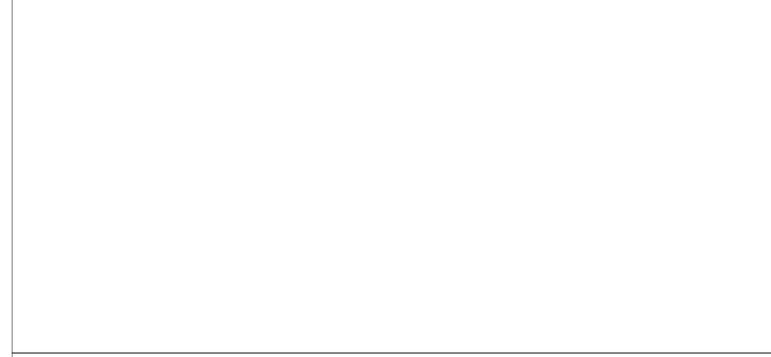
**CLASSROOM 401 - NORTH ELEVATION** J2  
 SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442 1/4" = 1'-0"



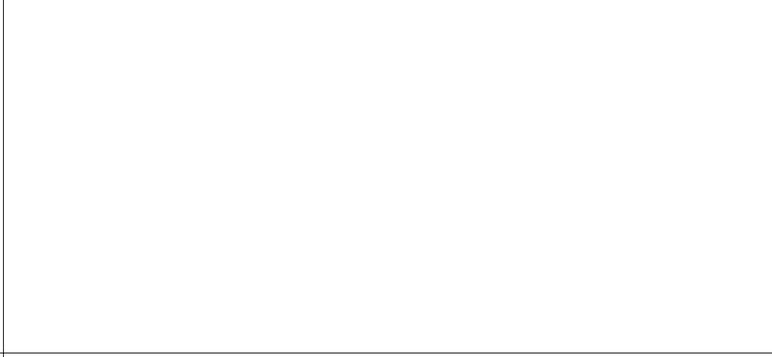
**CLASSROOM 401 - EAST ELEVATION** E2  
 SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442 1/4" = 1'-0"



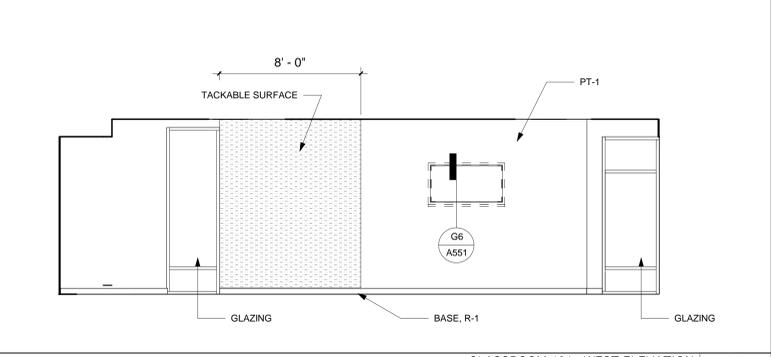
**CLASSROOM 401 - SOUTH ELEVATION** A2  
 SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442 1/4" = 1'-0"



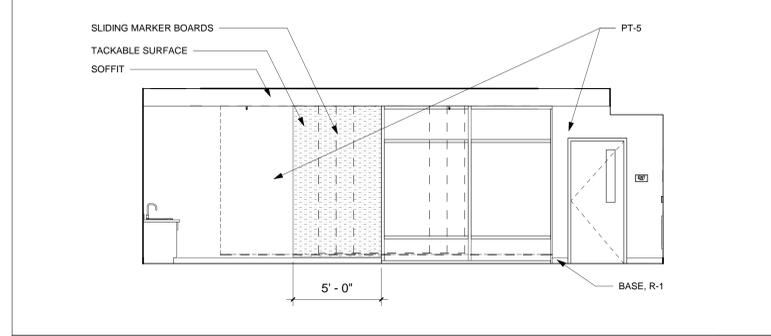
**TYPICAL CLASSROOM 403 - NORTH ELEVATION** J6  
 SIMILAR FOR CLASSROOMS 404, 405, 406, 407, 408, 409, 410, 433, 434, 435, 436, 437, 438, 439, 440, 230, 231, 232 1/4" = 1'-0"



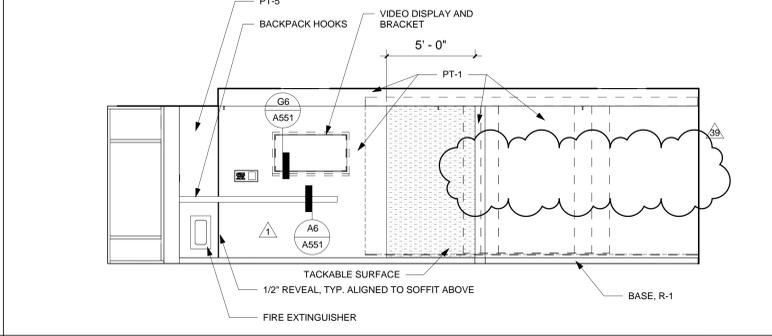
**TYPICAL CLASSROOM 403 - EAST ELEVATION** E6  
 SIMILAR FOR CLASSROOMS 404, 405, 406, 407, 408, 409, 410, 433, 434, 435, 436, 437, 438, 439, 440, 230, 231, 232 1/4" = 1'-0"



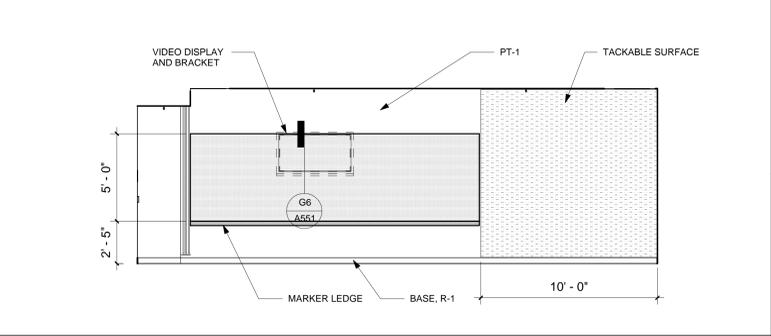
**CLASSROOM 401 - WEST ELEVATION** A4  
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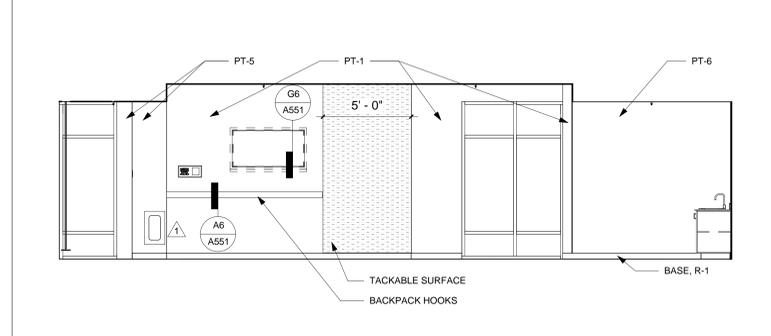
**TYPICAL CLASSROOM 403 - SOUTH ELEVATION** A6  
 SIMILAR FOR CLASSROOMS 404, 405, 406, 407, 408, 409, 410, 433, 434, 435, 436, 437, 438, 439, 440, 230, 231, 232 1/4" = 1'-0"



**TYPICAL CLASSROOM 403 - WEST ELEVATION** A8  
 SIMILAR FOR CLASSROOMS 404, 405, 406, 407, 408, 409, 410, 433, 434, 435, 436, 437, 438, 439, 440, 230, 231, 232 1/4" = 1'-0"



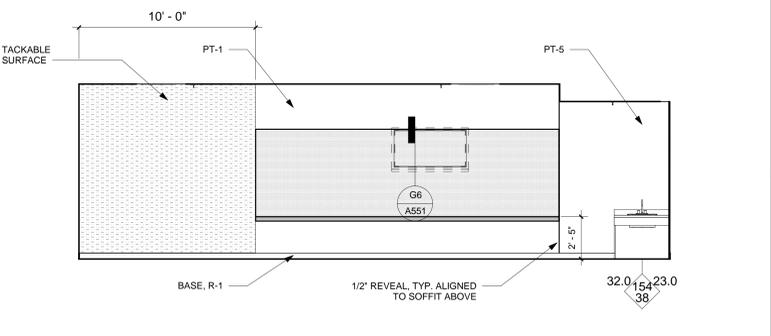
**CLASSROOM 411 - NORTH ELEVATION** J8  
 SIMILAR FOR CLASSROOMS 441 1/4" = 1'-0"



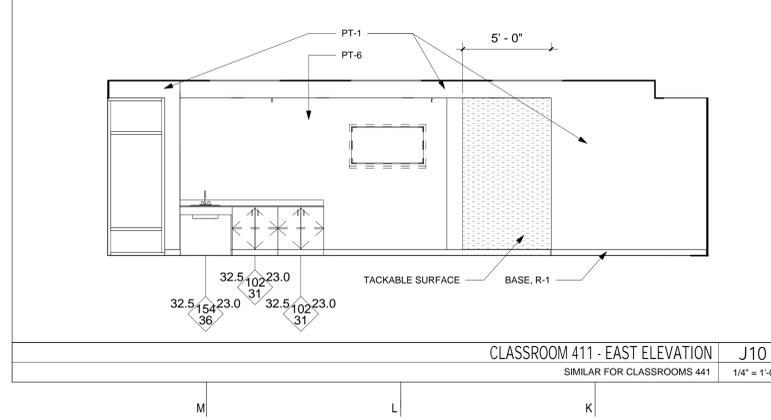
**CLASSROOM 411 - EAST ELEVATION** J10  
 SIMILAR FOR CLASSROOMS 441 1/4" = 1'-0"



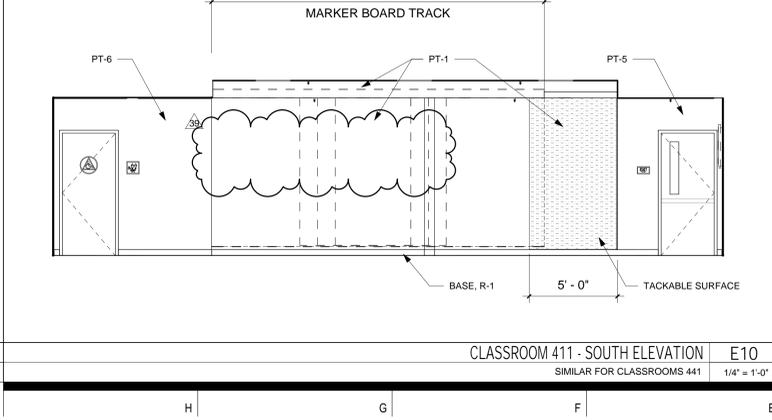
**CLASSROOM 411 - SOUTH ELEVATION** E10  
 SIMILAR FOR CLASSROOMS 441 1/4" = 1'-0"



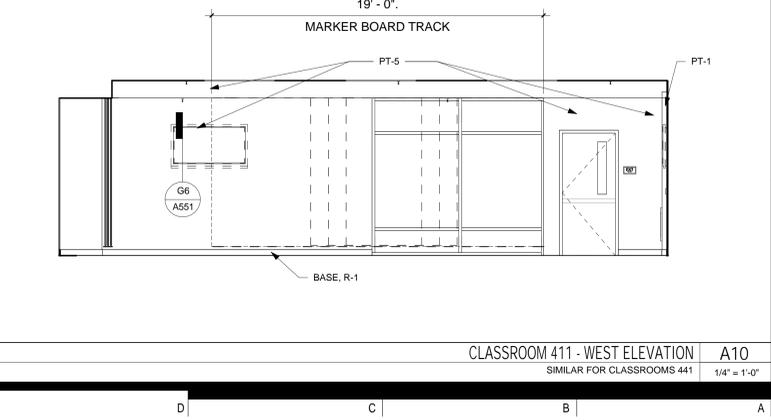
**CLASSROOM 411 - WEST ELEVATION** A10  
 SIMILAR FOR CLASSROOMS 441 1/4" = 1'-0"



**CLASSROOM 401 - WEST ELEVATION** A2  
 SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442 1/4" = 1'-0"



**CLASSROOM 401 - EAST ELEVATION** E2  
 SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442 1/4" = 1'-0"



**CLASSROOM 401 - SOUTH ELEVATION** A2  
 SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442 1/4" = 1'-0"



**Change Order #**

**2**

DATE: October 23, 2018

PROJECT: Mckinna Elementary School

**RFI 56- Add CBSQ at 1st floor and BC at 2nd floor**

Description	Qty	Unit	Unit Price	Extension
CBSQ66	14		\$ 33.74	\$ 472.36
BC66	14		\$ 10.99	\$ 153.86
Material Subtotal				\$ 626.22
Material Sales Tax			7.75%	\$ 48.53
CA Additional Lumber Assessment			1.00%	
Freight				
Material Total				\$ 675.75
Equipment				
Labor	16	hour	\$ 75.66	\$ 1,210.56
Subtotal				\$ 1,886.31
Profit & Overhead			15.00%	\$ 282.95
<b>Change Order Total</b>				<b>\$ 2,169.26</b>



**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> <u>Abdellatif Enterprises, Inc.</u>	<b>Trade:</b> <u>Carpenter</u>
<b>Address:</b> <u>26072 Merit Circle, Suite 103</u> <u>Laguna Hills, CA 92653</u>	<b>Local Union No.:</b> <u>409</u>
<b>Telephone:</b> <u>(949) 215-4790</u>	<b>Classification:</b> <u>Journeyman</u>
	<b>Effective Date:</b> <u>07/01/18 to 03/31/19</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



# REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

**RFI No. : 56**

Project: McKinna Elementary School Reconstruction

Date: 10-15-18  
Discipline: Structural

## Subject: B4 Corner Post Between Storefronts

### DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A102		
A103		
S103		
S104		

### QUESTION

Typical assembly near classroom entrances consists of storefront S27A, 6x6 post and storefront 27B.

- 1) Please clarify bottom connection of 6x6 post for first and second floor.
- 2) Please confirm it is acceptable to use HUC hanger at header.

### ANSWER

1. Post to slab connection with Simpson CBSQ post base. GC to ensure the post base is cast-in with the slab pour. At the second floor, provide Simpson BC post base. Nail post base into top plate of wall below or framing.
2. Header to post connection per plan, detail 11/S402.  
PJC (MHP), 10/16/18

### RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	10/16/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

**Question Initiated By:** Cecilio Rodriguez - Abdellatif Enterprises Inc - Author Number:  
**Submitted By:** Mitch Michaelis - Bernards



# REQUEST FOR INFORMATION

**RFI No.: 56**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 10-15-18  
Discipline: Structural

**Subject: B4 Corner Post Between Storefronts**

**Response Requested By: 10-22-2018**

## DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A102		
A103		
S103		
S104		

## QUESTION

Typical assembly near classroom entrances consists of storefront 27A, 6x6 post and storefront 27B.

- 1) Please clarify bottom connection of 6x6 post for first and second floor.
- 2) Please confirm it is acceptable to use HUC hanger at header.

## ANSWER

1. Post to slab connection with Simpson CBSQ post base. GC to ensure the post base is cast-in with the slab pour. At the second floor, provide Simpson BC post base. Nail post base into top plate of wall below or framing.
  2. Header to post connection per plan, detail 11/S402.
- PJC (MHP), 10/16/18

Response Provided By: \_\_\_\_\_  
 Name Company Date

**Question Initiated By:** Cecilio Rodriguez - Abdellatif Enterprises Inc - Author Number:

**Submitted By:** Mitch Michaelis - Bernards

# Abdellatif Enterprises

## Request for Information

Submitted to: Hazem

RFI No.: 3

Project: MAKINNA ELEMENTARY SCHOOL

Date:10/12/18

Printed on:

<b>Answer Company:</b>	<b>Answered By:</b>	<b>Author Company</b>	<b>Authored By:</b>
		Abdellatif Enterprises	Cecilio Rodriguez

<b>Co-Respondent:</b>	<b>Author RFI Number:</b>

<b>Subject:</b>	<b>Specification:</b>	<b>Plans:</b>	<b>Bid Package #:</b>
Post in corner between 2 windows	none	S103	

<b>CC Company:</b>	<b>Contact Name:</b>	<b>Copies:</b>	<b>Notes:</b>

<b>Question:</b>	<b>Date:</b>
How is the post in the corner between the 2 windows going to finish floor are to be anchor in the slab and 2th floor? And is it acceptable to use a HUC at header, this is typ. In all the classroom entrance 1 <sup>st</sup> floor and 2th floor plesse advise	

<b>Suggestion:</b>

<b>Answer:</b>	<b>Date:</b>

\_\_\_\_\_  
Signature



**Change Order #**

**6**

DATE: January 8, 2019

PROJECT: Mckinna Elementary School

**Per RFI 159- Remove header and hangers and lower sill**

Description	Qty	Unit	Unit Price	Extension
2x6x20	2		\$ 19.25	\$ 38.50
Material Subtotal				\$ 38.50
Material Sales Tax			7.75%	\$ 2.98
CA Additional Lumber Assessment			1.00%	\$ 0.39
Freight				
Material Total				\$ 41.87
Equipment				
Labor	7	hour	\$ 75.66	\$ 529.62
Subtotal				\$ 571.49
Profit & Overhead			15.00%	\$ 85.72
<b>Change Order Total</b>				<b>\$ 657.21</b>





**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> <u>Abdellatif Enterprises, Inc.</u>	<b>Trade:</b> <u>Carpenter</u>
<b>Address:</b> <u>26072 Merit Circle, Suite 103</u> <u>Laguna Hills, CA 92653</u>	<b>Local Union No.:</b> <u>409</u>
<b>Telephone:</b> <u>(949) 215-4790</u>	<b>Classification:</b> <u>Journeyman</u>
	<b>Effective Date:</b> <u>07/01/18 to 03/31/19</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



Restroom 413 West Wall





2011

HDDU 14  
2611

Restroom 416 East Wall



**Change Order #**

**7**

DATE: January 14, 2019

PROJECT: Mckinna Elementary School

**Cost associated with RFI 138- Materials only**

<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>
6x6x12 #1 FOHC	4		\$ 97.20	\$ 388.80
6x6x16 #1 FOHC	2		\$ 129.60	\$ 259.20
Material Subtotal				\$ 648.00
Material Sales Tax			7.75%	\$ 50.22
CA Additional Lumber Assessment			1.00%	\$ 6.48
Freight				
Material Total				\$ 704.70
Equipment				
Labor		hour	\$ 75.66	
Subtotal				\$ 704.70
Profit & Overhead			15.00%	\$ 105.71
<b>Change Order Total</b>				<b>\$ 810.41</b>



**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> <u>Abdellatif Enterprises, Inc.</u>	<b>Trade:</b> <u>Carpenter</u>
<b>Address:</b> <u>26072 Merit Circle, Suite 103</u> <u>Laguna Hills, CA 92653</u>	<b>Local Union No.:</b> <u>409</u>
<b>Telephone:</b> <u>(949) 215-4790</u>	<b>Classification:</b> <u>Journeyman</u>
	<b>Effective Date:</b> <u>07/01/18 to 03/31/19</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



**RFI No.: 138**

 To: Kevin Griendling  
 Company: Perkins Eastman Dougherty  
 Project: McKinna Elementary School Reconstruction

 Date: 12-03-18  
 Discipline: Architectural

**Subject: Awning Corner Condition**
**Response Requested By: 12-10-2018**
**DRAWINGS & SPECIFICATION REFERENCES**

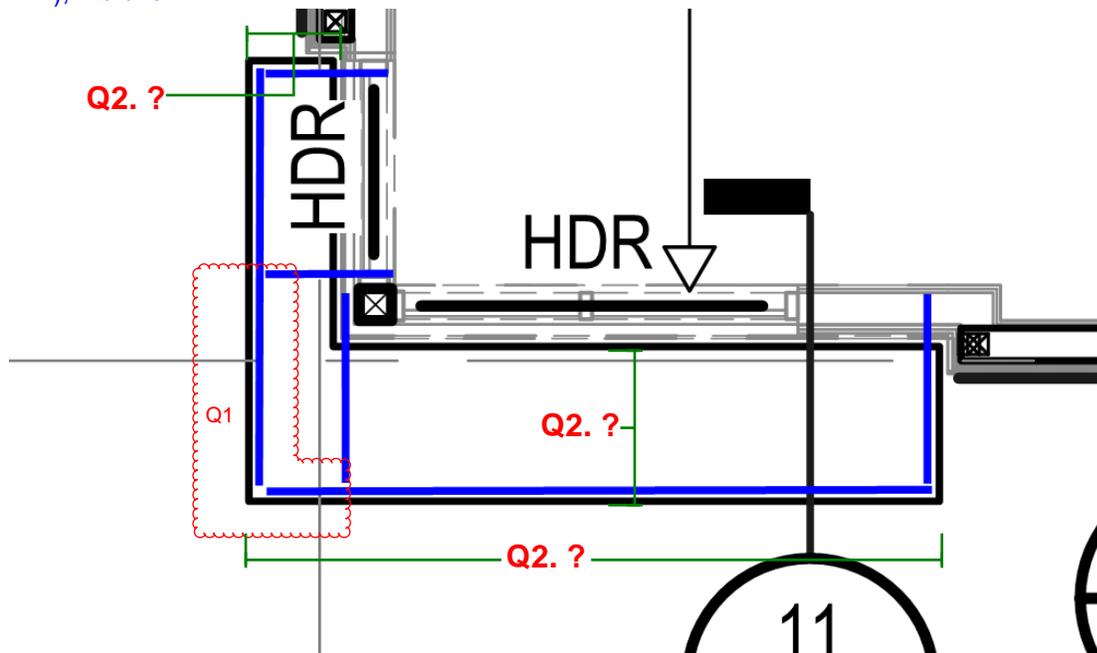
Drawing Sheet / Specification	Detail / Sub Section	Comments
J5/A521 <b>11/S406</b>		

**QUESTION**

Please provide detail with dimensions for awnings at corner conditions.

**ANSWER**

Reference detail 11/S406 and sketch below. Provide solid post at corner if not already provided per plan. Stagger thru bolt spacing with 2.5" minimum space between bolts where the angle assemblies are attached to the same post. Install angle assembly as shown. Solution applies to the entire job. Sketch only shows the edge members, typical spacing shall be 4'-0" OC max per plan.  
 PJC (MHP), 12/7/18


 Response Provided By: \_\_\_\_\_  
 Name Company Date

**Question Initiated By: Terry Root - Bernards**
**Submitted By: Mitch Michaelis - Bernards**

**RFI No.: 138**

To: Kevin Griendling  
 Company: Perkins Eastman Dougherty  
 Project: McKinna Elementary School Reconstruction

Date: 12-03-18  
 Discipline: Architectural

**Subject: Awning Corner Condition**
**Response Requested By: 12-10-2018**
**DRAWINGS & SPECIFICATION REFERENCES**

Drawing Sheet / Specification	Detail / Sub Section	Comments
J5/A521		

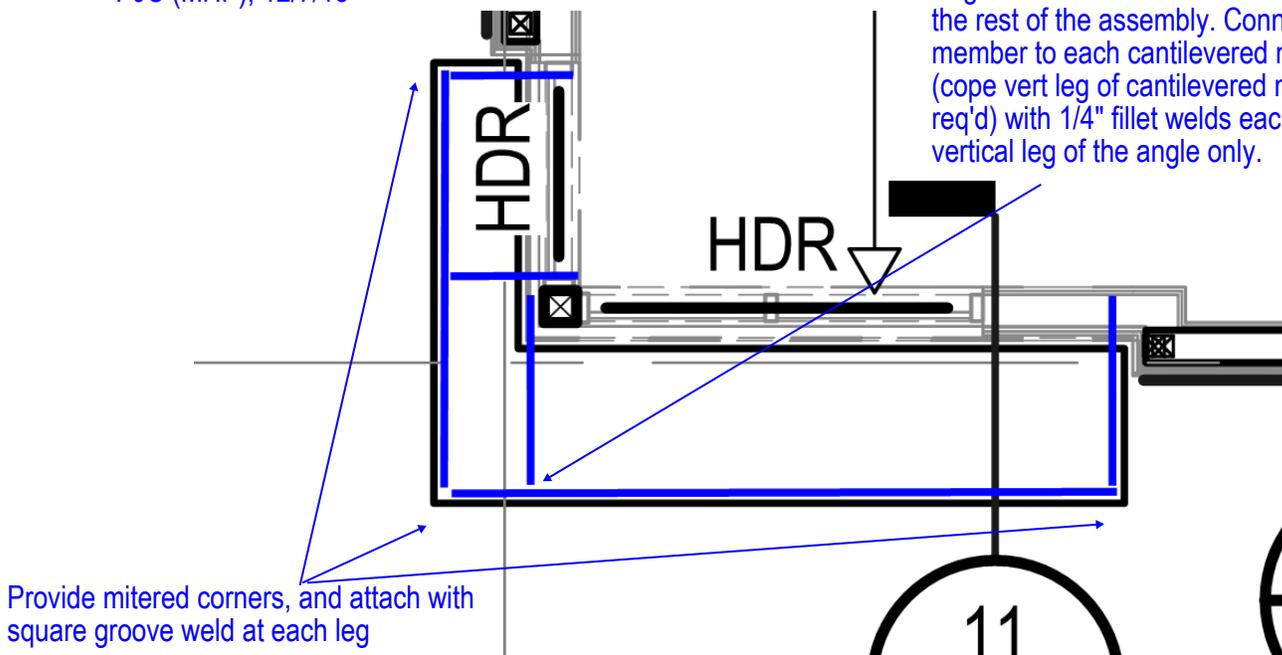
**QUESTION**

Please provide detail with dimensions for awnings at corner conditions.

**ANSWER**

Reference detail 11/S406 and sketch below. Provide solid post at corner if not already provided per plan. Stagger thru bolt spacing with 2.5" minimum space between bolts where the angle assemblies are attached to the same post. Install angle assembly as shown. Solution applies to the entire job. Sketch only shows the edge members, typical spacing shall be 4'-0" OC max per plan.  
 PJC (MHP), 12/7/18

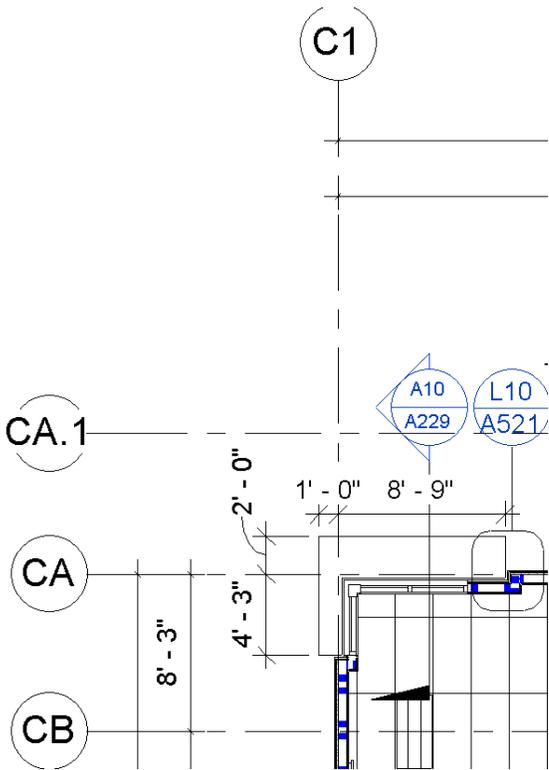
Edge members should be the same size as the rest of the assembly. Connect the edge member to each cantilevered member (cope vert leg of cantilevered member as req'd) with 1/4" fillet welds each side to the vertical leg of the angle only.



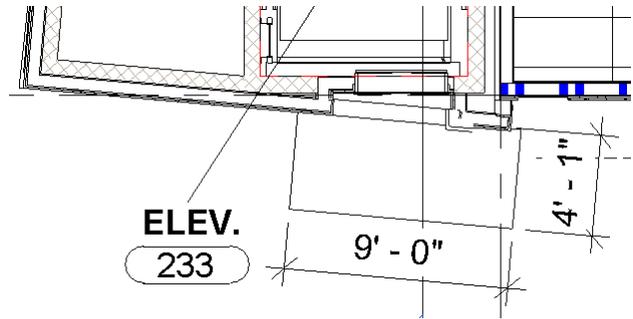
Provide mitered corners, and attach with square groove weld at each leg

Response Provided By: \_\_\_\_\_  
 Name Company Date

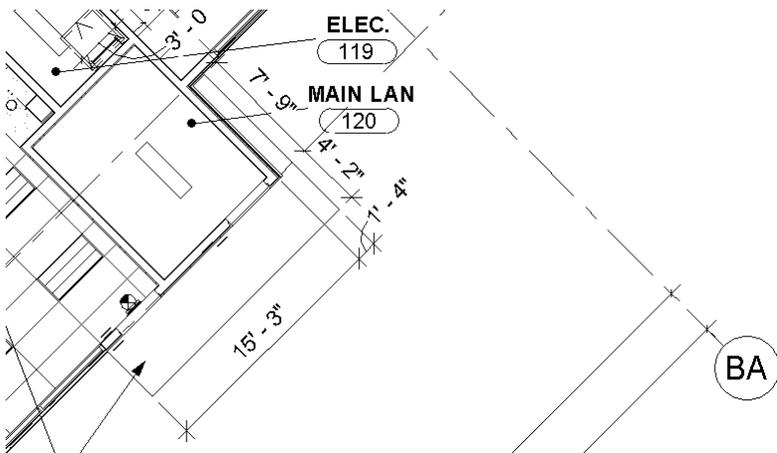
Question Initiated By: Terry Root - Bernards  
 Submitted By: Mitch Michaelis - Bernards



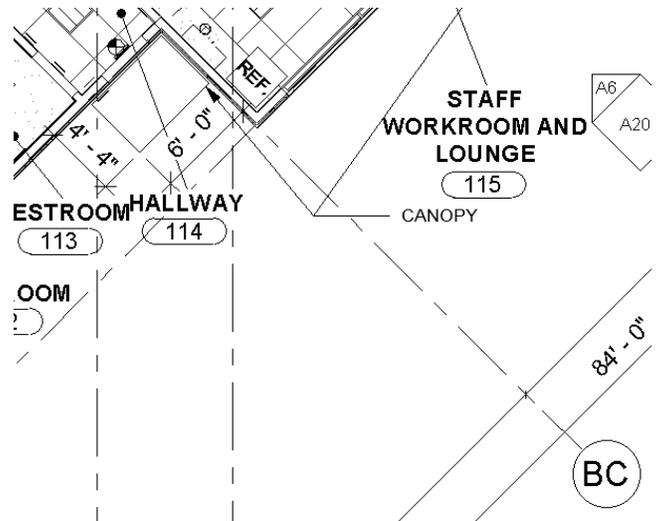
CLASSROOM TYPICAL CANOPY



MPR ELEVATOR LANDING CANOPY



ADMIN CANOPY A



ADMIN CANOPY B

NOTE: VIEWS ARE NOT TO SCALE, DIMENSIONS TAKEN FROM GRID LINES OR EXTERIOR FACE OF STUD.



**Change Order #**

**8**

DATE: January 14, 2019

PROJECT: Mckinna Elementary School

**Cost associated with RFI 165- Remove 6 HDU14 and add 12 HD12. This does not include if the IOR wants the post replaced.**

Description	Qty	Unit	Unit Price	Extension
HD12	12		\$ 42.86	\$ 514.32
1x7" Machine Bolts	24		\$ 4.17	\$ 100.08
1" Cut Washers	24		\$ 0.59	\$ 14.16
1" Nuts	24		\$ 0.79	\$ 18.96
Material Subtotal				\$ 647.52
Material Sales Tax			7.75%	\$ 50.18
CA Additional Lumber Assessment			1.00%	
Freight				
Material Total				\$ 697.70
Equipment				
Labor	4	hour	\$ 75.66	\$ 302.64
Subtotal				\$ 1,000.34
Profit & Overhead			15.00%	\$ 150.05
<b>Change Order Total</b>				<b>\$ 1,150.39</b>



DAILY TIME AND MATERIAL RECORD

School Name: MCKINNA ELEMENTARY SCHOOL
Project Name: MCKINNA ELEMENTARY SCHOOL
Project Description: School
Issued To: BERNARDS

Report No.:
Date Performed:
Date of Report:
CD No.:

Description of Added Scope of Work:
remove 6 HDU14 and add 12- HD12 (this time does not include if the IOR wants the post replaced)

No Cost Change X Cost Change Costs Associated With Ref # RFI # 165

Labor Description:
1 man 4 Hrs. each total of 48 Hrs.

Material Description:
12 - HD12
24-1"x7" machine bolts
24-1" cut washers
24-1" nuts

Approval Issued By: Signature & Title Name (Printed) Date



**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> <u>Abdellatif Enterprises, Inc.</u>	<b>Trade:</b> <u>Carpenter</u>
<b>Address:</b> <u>26072 Merit Circle, Suite 103</u> <u>Laguna Hills, CA 92653</u>	<b>Local Union No.:</b> <u>409</u>
<b>Telephone:</b> <u>(949) 215-4790</u>	<b>Classification:</b> <u>Journeyman</u>
	<b>Effective Date:</b> <u>07/01/18 to 03/31/19</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



# REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

**RFI No. : 165**

Project: McKinna Elementary School Reconstruction

Date: 12-27-18  
Discipline: Structural

## Subject: Classroom Headers Along East Wall

### DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S104		

### QUESTION

East wall of the classroom building along gridline CF, 6x12 headers are called for above storefronts. This same wall calls for D1 shear at the second floor. D1 requires (2)-HDU14 per the shearwall schedule. HDU-14 is approximately 26", the distance between the bottom of top plate and top of 6x12 header is approximately 24".

### SUGGESTION

Please advise.

### ANSWER

In lieu of (2)-HDU14, use (2)-HD12 installed per 8/S404. HD12's are 20 5/16" tall.  
PJC (MHP), 1/11/19

### RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	1/11/2019

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Mitch Michaelis - Bernards  
Submitted By: Mitch Michaelis - Bernards



**Change Order #**

**9**

DATE: January 31, 2019

PROJECT: Mckinna Elementary School

**RFI 173- Four locations continuous plate and add rim**

Description	Qty	Unit	Unit Price	Extension
1.5x 24" LVL	60	lf		\$ 1,035.00
2x6 F.T.	160	lf		\$ 195.62
				\$ -
				\$ -
Material Subtotal				\$ 1,230.62
Material Sales Tax			7.75%	\$ 95.37
CA Additional Lumber Assessment			1.00%	\$ 12.31
Freight				
Material Total				\$ 1,338.30
Equipment				
Labor	32	hour	\$ 75.66	\$ 2,421.12
Subtotal				\$ 3,759.42
Profit & Overhead			15.00%	\$ 563.91
<b>Change Order Total</b>				<b>\$ 4,323.33</b>



**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> Abdellatif Enterprises, Inc.	<b>Trade:</b> Carpenter
<b>Address:</b> 26072 Merit Circle, Suite 103 Laguna Hills, CA 92653	<b>Local Union No.:</b> 409
<b>Telephone:</b> (949) 215-4790	<b>Classification:</b> Journeyman
	<b>Effective Date:</b> 07/01/18 to 03/31/19

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



# REQUEST FOR INFORMATION

**RFI No.: 173**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 01-09-19  
Discipline: Structural

**Subject: Classroom Alcove Framing**

**Response Requested By: 01-17-2019**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S104		
10/S406		
11/S402		

### QUESTION

Please clarify typical alcove framing intent.

### ANSWER

Attach 6x12 HDR to posts per plan, detail 11/S402. At the floor level, the double top plate should be continuous along grid CB or CF. Provide continuous double top plate, splice to existing per plan detail 3/S404. LVL RIM doesn't have to be continuous or strapped to existing. Install LVL per plan on top of continuous double top plate. RIM can be ripped at the top to match the required top of sheathing elevation. Attach shored 2x12 at 16" OC directly to the LVL with Simpson hangers.  
PJC (MHP), 1/23/2019

Where 6x12's align per plan at the alcove, beams can be installed using Simpson HU612 hangers using (22) 10dx1.5" nails.  
PJC (MHP), 1/25/2019

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Response Provided By: \_\_\_\_\_  
Name Company Date

Question Initiated By: Mitch Michaelis - Bernards

Submitted By: Mitch Michaelis - Bernards

1/2" offset created by using 2x12 or 4x12

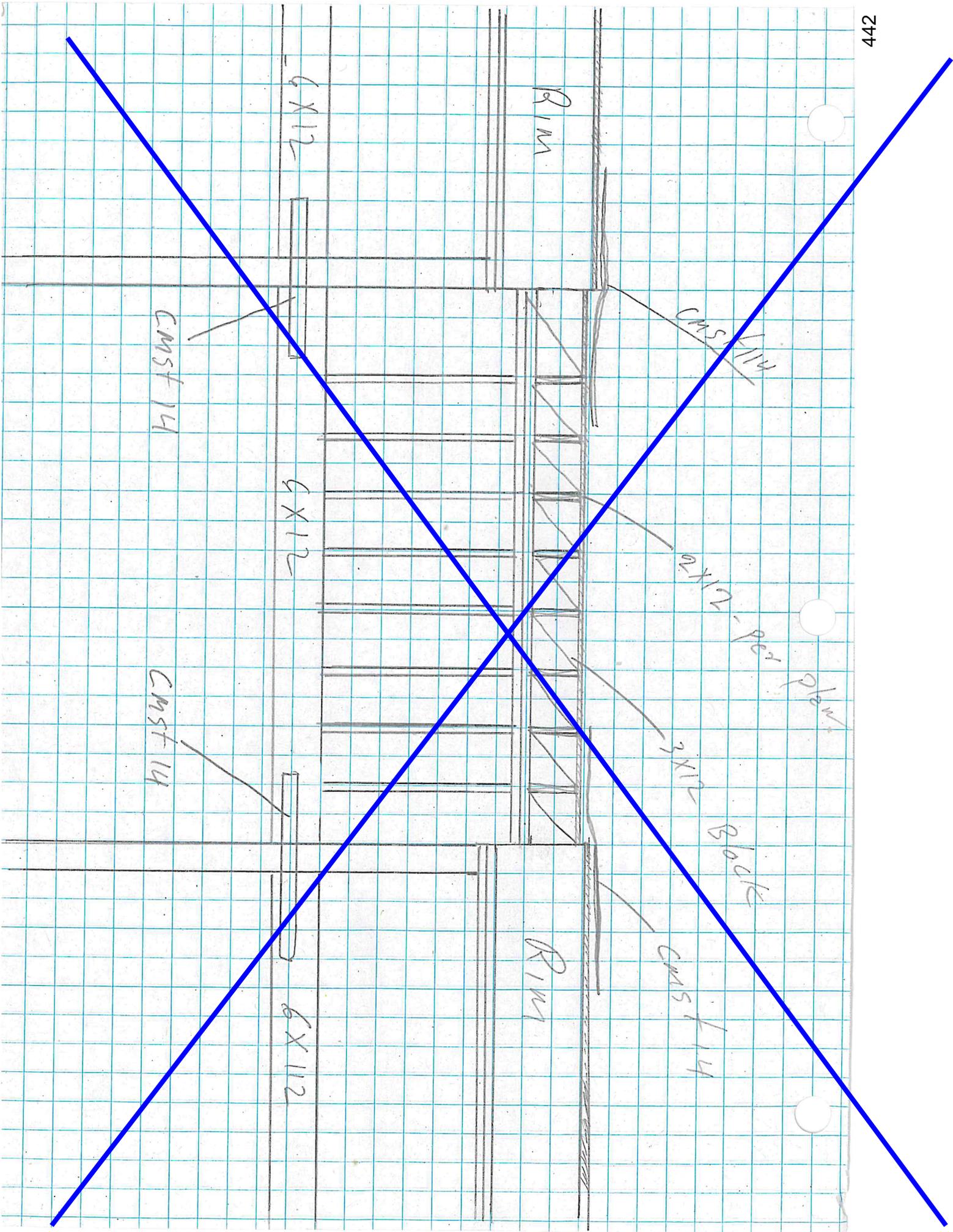
2-(2x12's) or 1-(4x12)

Pony Wall to be framed up to 1" below the top of the adjacent RIM Joist

6x12

SAVE

14 3/2



Rim

6x12

Cms 114

Cms 114

6x12

2x12 - Dec

Cms 114

3x12

Block

Rim

6x12

Cms 114

**From:** Kevin Griendling <k.griendling@perkinseastman.com>  
**Sent:** Monday, January 28, 2019 7:32 AM  
**To:** Mitch Michaelis  
**Cc:** Arvind Balaji; Jaime Pace; Terry Root  
**Subject:** FW: McKinna ES - RFI 173 and 154r1

Mitch,

Please review the RFIs we sent for clarification on the 3x ledger.

Best,

**Kevin Griendling, AIA**

Architect

3194 D Airport Loop Drive | Costa Mesa, CA 92626

T. +1 714 824 3569

E. [k.griendling@perkinseastman.com](mailto:k.griendling@perkinseastman.com)

[www.perkinseastman.com](http://www.perkinseastman.com)

---

**From:** Patrick Calvario [<mailto:pcalvario@mhps.com>]  
**Sent:** Friday, January 25, 2019 5:40 PM  
**To:** Kevin Griendling <[k.griendling@perkinseastman.com](mailto:k.griendling@perkinseastman.com)>  
**Cc:** Nimesh Parikh <[nparikh@mhps.com](mailto:nparikh@mhps.com)>; Diego Matzkin <[d.matzkin@perkinseastman.com](mailto:d.matzkin@perkinseastman.com)>  
**Subject:** Re: McKinna ES - RFI 173 and 154r1

Per plan there should be a 3x ledger there. Please look at the typical detail that's cut along that line. It should have been referenced in at least one of those RFI's.

Get [Outlook for Android](#)

---

**From:** Kevin Griendling <[k.griendling@perkinseastman.com](mailto:k.griendling@perkinseastman.com)>  
**Sent:** Friday, January 25, 2019 5:06:26 PM  
**To:** Patrick Calvario  
**Cc:** Nimesh Parikh; Diego Matzkin  
**Subject:** FW: McKinna ES - RFI 173 and 154r1

Patrick,

Comments on this issue?

Thanks,

**Kevin Griendling, AIA**

Architect

3194 D Airport Loop Drive | Costa Mesa, CA 92626

T. +1 714 824 3569

E. [k.griendling@perkinseastman.com](mailto:k.griendling@perkinseastman.com)

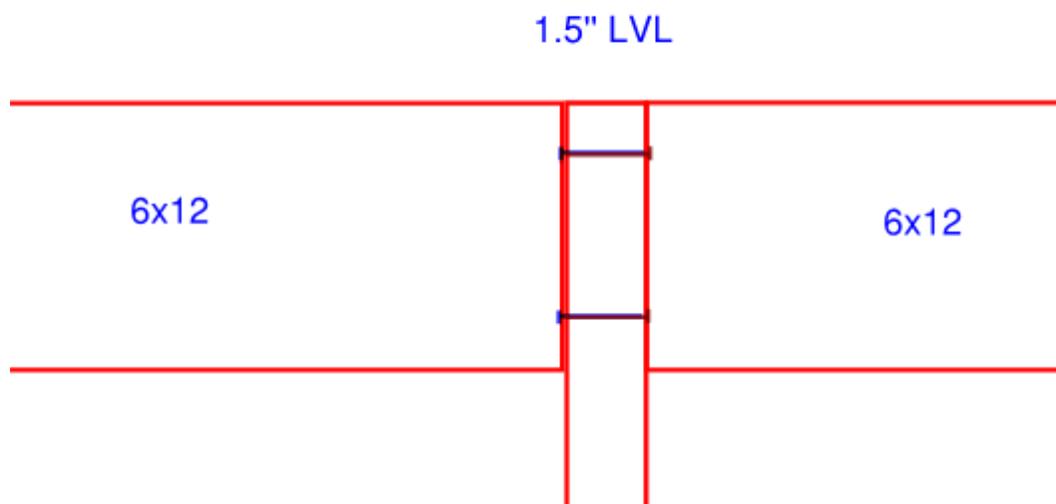
[www.perkinseastman.com](http://www.perkinseastman.com)

---

**From:** Mitch Michaelis [<mailto:MMichaelis@bernards.com>]  
**Sent:** Friday, January 25, 2019 3:52 PM  
**To:** Kevin Griendling <[k.griendling@perkinseastman.com](mailto:k.griendling@perkinseastman.com)>; Arvind Balaji <[ABalaji@bernards.com](mailto:ABalaji@bernards.com)>  
**Cc:** Jaime Pace <[jpace@bernards.com](mailto:jpace@bernards.com)>  
**Subject:** RE: McKinna ES - RFI 173 and 154r1

Kevin,

You are correct, the continuous rim board was addressed in RFI 173 response, so a revised 153R1 is note needed. Unfortunately switching the revised response to 173 will likely need to be addressed once more. The engineer switched the nails from 16d to 1.5", however they will still be in the exact same location on each side of the LVL Rim causing the nails to clash. The 6x12's would need to be slightly offset from each other, or the LVL will needed to be doubled up making it 3".



**Mitch Michaelis**, LEED AP BD+C  
Field Engineer | McKinna Elementary School | **BERNARDS**

---

**From:** Kevin Griendling <[k.griendling@perkinseastman.com](mailto:k.griendling@perkinseastman.com)>  
**Sent:** Friday, January 25, 2019 1:32 PM  
**To:** Arvind Balaji <[ABalaji@bernards.com](mailto:ABalaji@bernards.com)>  
**Cc:** Mitch Michaelis <[MMichaelis@bernards.com](mailto:MMichaelis@bernards.com)>; Jaime Pace <[jpace@bernards.com](mailto:jpace@bernards.com)>  
**Subject:** FW: McKinna ES - RFI 173 and 154r1

Arvind,



**Change Order # 10**

DATE: January 31, 2019

PROJECT: Mckinna Elementary School

**Per RFI 174- Building 3 column clarification**

Description	Qty	Unit	Unit Price	Extension
6x6x14	1		\$ 78.33	\$ 78.33
CC66	1		\$ 50.81	\$ 50.81
				\$ -
Material Subtotal				\$ 129.14
Material Sales Tax			7.75%	\$ 10.01
CA Additional Lumber Assessment			1.00%	\$ 0.78
Freight				
Material Total				\$ 139.93
Equipment				
Labor	8	hour	\$ 75.66	\$ 605.28
Subtotal				\$ 745.21
Profit & Overhead			15.00%	\$ 111.78
<b>Change Order Total</b>				<b>\$ 856.99</b>



**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> Abdellatif Enterprises, Inc.	<b>Trade:</b> Carpenter
<b>Address:</b> 26072 Merit Circle, Suite 103 Laguna Hills, CA 92653	<b>Local Union No.:</b> 409
<b>Telephone:</b> (949) 215-4790	<b>Classification:</b> Journeyman
	<b>Effective Date:</b> 07/01/18 to 03/31/19

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



# REQUEST FOR INFORMATION

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

**RFI No.: 174**

Date: 01-11-19

Company: ACSS, Abdellatif, KAR

Discipline: Structural

Project: McKinna Elementary School Reconstruction

**Subject: Building 3 Column Clarification**

**Response Requested By: 01-14-2019**

## DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
001 A101, S101, S102	046-051200-0	Building 3 Structural Steel Shop Drawings

## QUESTION

Please confirm the intent of the structural engineer is reflected on the following sheets, especially column 3006A.

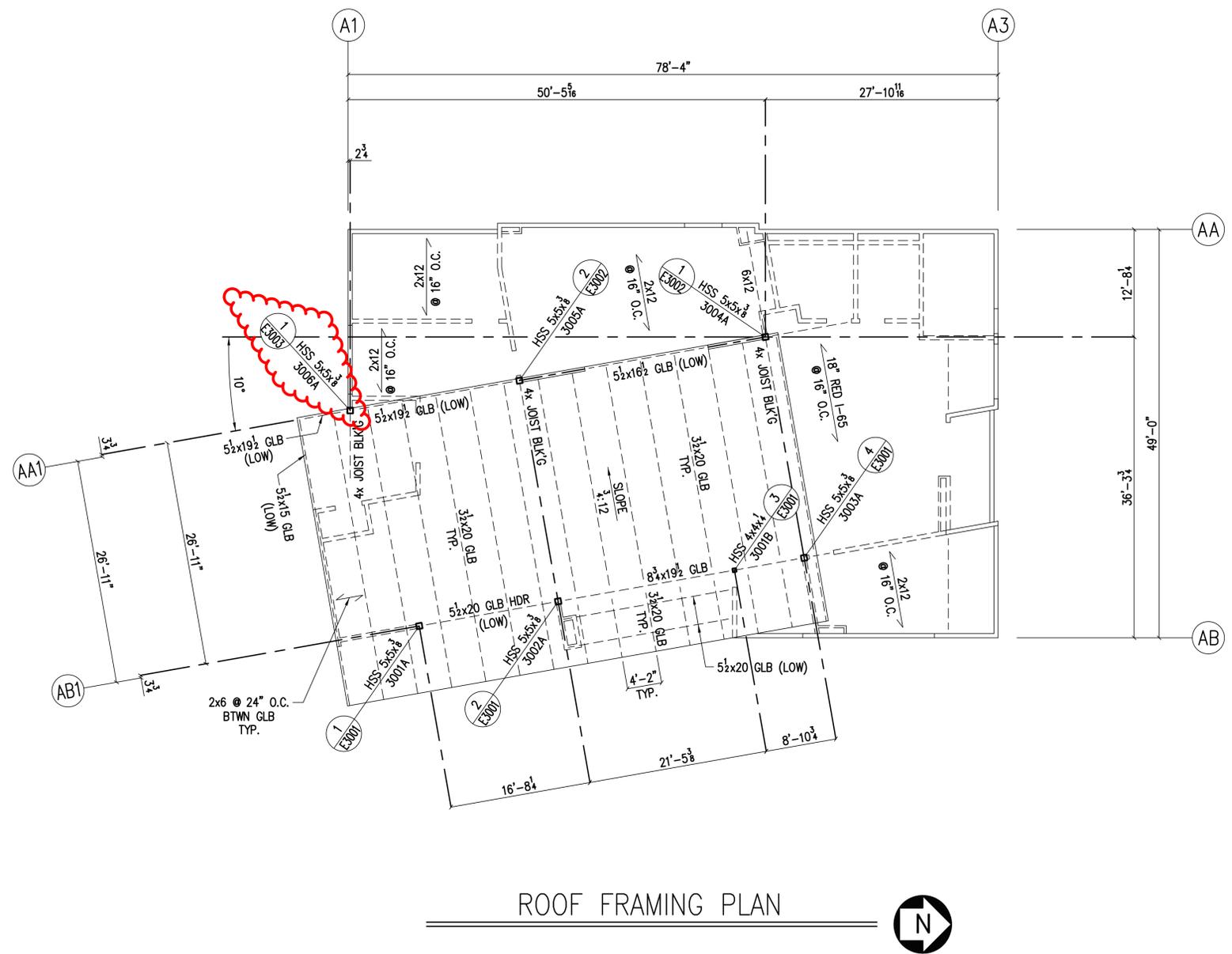
## ANSWER

Shift HSS5x column plan south (east down gridline A1) 6" and run full height to attach to high roof blocking per 3/S405 (see sketch below and clouded shop drawing detail on sheet 3 of 4 of this RFI). Anchor into (E) footing using Hilti HIT-RE 500 V3 and fully threaded rod per Post-Installed Anchor notes on sheet S002. Diameter and embedment of baseplate anchors to match 9/S302.

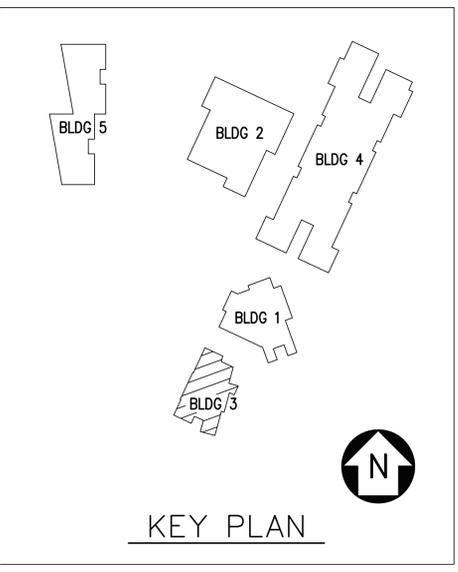
Where HSS5x used to be located per plan, provide 6x6 post to support continuous 5.5x19.5 low GLB per 7/S401. Anchor 6x6 post to slab on grade per 8/S302. 5.5x19.5 low GLB should extend to the end of the building to support the end of the 5.5x15 low GLB along grid A1a per 3/S402.

Per plan detail 3/S405, the 6x12 header along grid A1 is supposed to be supported off of the column. Per the added shop drawing details in this RFI, a welded beam hanger was not provided per plan detail 3/S405. In lieu of providing welded beam hanger, structural takes no exception to supporting the header per typical exterior opening detail 5/S401. Also, the double top plate for the wall along grid A1 should be tied into the steel column along grid AA1 with welded straps per detail 2/S405. Note that the shear wall type F1 should extend to grid A1 per plan.  
PJC(MHP), 1/25/19





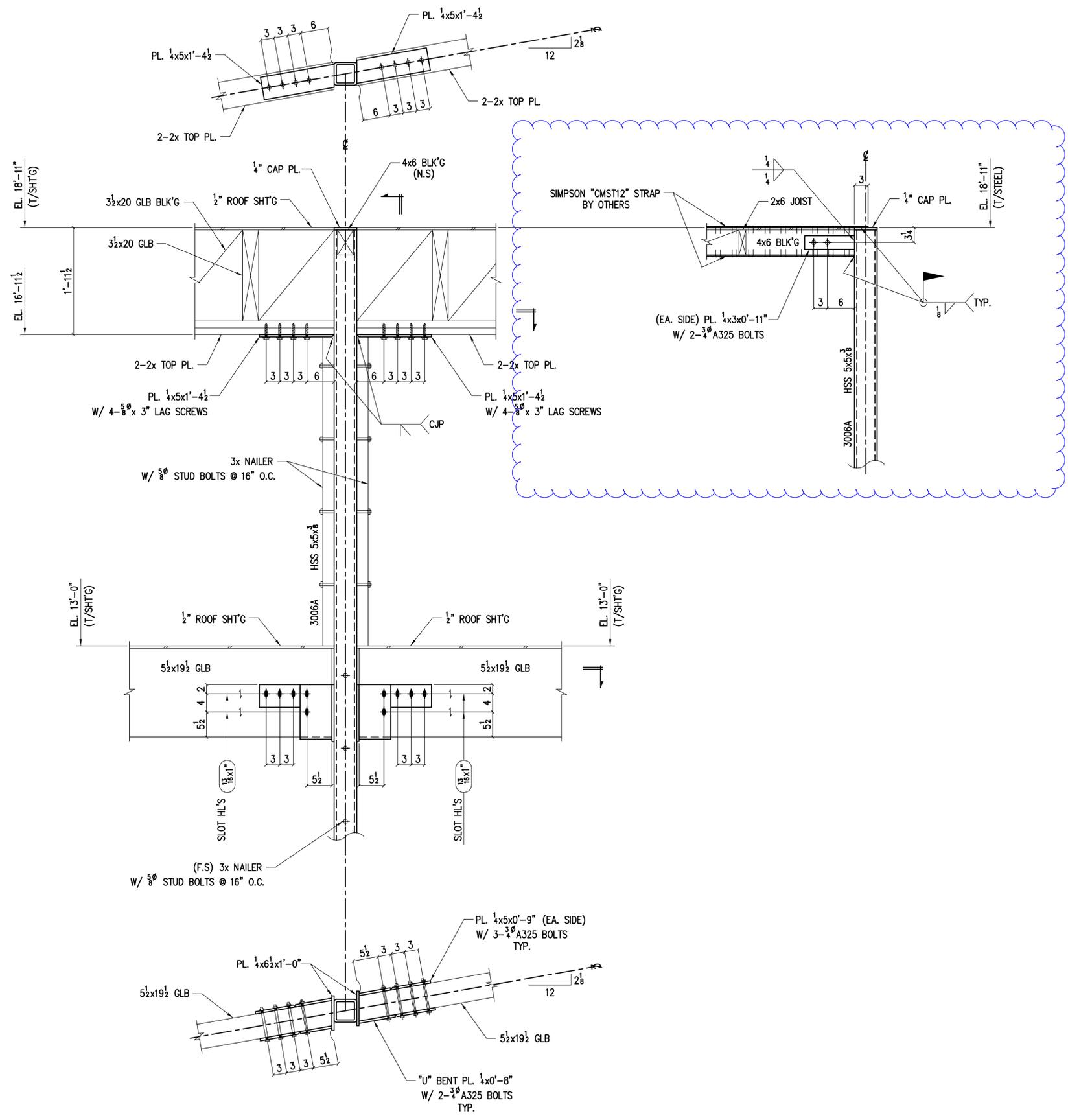
ROOF FRAMING PLAN



KEY PLAN

\* REF. SHT. : S102, A141

PRINTS		DATE:	CHECK BY:	REVISION	NO.
QTY	USE	DATE			△
		12/27/18	JB	FOR FABRICATION	○
		10/29/18	JB	FOR APPROVAL	▲
DRW BY:	TC	DATE:	10/24/18	  <p>Anderson Charnesky Structural Steel, Inc. 353 Risco Circle, Beaumont, CA 92223 PHONE (909) 769-5700 FAX (909) 769-5701 LICENSE NO. 483440</p>	
CHKD BY:	JB	DATE:	10/25/18		
APPR'D BY:	JB	DATE:	10/25/18		
SCALE:					
ROOF FRAMING PLAN		JOB NAME: MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION		JOB NO. 6524	
		LOCATION: 1611 SOUTH J STREET		SHEET NO. E3000	
		OXNARD, CA 93030			
		CONTRACTOR: BERNARDS			



DETAIL 1  
 (REF. : 3, 7/S405)  
 (REF. : 10/S408)

PRINTS		DATE:	CHECK BY:	REVISION	NO.
QTY	USE	DATE			△
					△
					△
		12/27/18	JB	FOR FABRICATION	○
DRW BY:	TC	DATE:	11/09/18	  <p>Anderson Charnesky Structural Steel, Inc.                      353 Risco Circle, Beaumont, CA 92223                      PHONE (909) 769-5700 FAX (909) 769-5701                      LICENSE NO. 483440</p>	
CHKD BY:	JB	DATE:	11/09/18		
APPR'D BY:	JB	DATE:	11/09/18		
SCALE:					
JOB NAME:		MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION		JOB NO. 6524	
LOCATION:		1611 SOUTH J STREET OXNARD, CA 93030		SHEET NO.	
CONTRACTOR:		BERNARDS		E3003	





**Change Order #**

**11**

DATE: February 19, 2019

PROJECT: Mckinna Elementary School

**Cost associated with RFI 187**

Description	Qty	Unit	Unit Price	Extension
6 3/4x15x16' (DF24F-V8)	1			\$ 850.00
8x8x20' FT #1	2			\$ 618.67
8x12x20' FT #1	1			\$ 544.00
EPC88	1		\$ 39.99	\$ 39.99
PC88	1		\$ 39.99	\$ 39.99
1x8' HDG all tread	1		\$ 40.89	\$ 40.89
Simpson Set-XP (F1534)	3	tubs	\$ 49.99	\$ 149.97
5/8x24" M.B. HDG	20		\$ 7.39	\$ 147.80
5/8 nuts HDG	40		\$ 0.15	\$ 6.00
5/8 cut eashers HDG	40		\$ 0.12	\$ 4.80
Material Subtotal				\$ 2,442.11
Material Sales Tax			7.75%	\$ 189.26
CA Additional Lumber Assessment			1.00%	\$ 20.13
Freight				
Material Total				\$ 2,651.50
Equipment				
Labor	63	hour	\$ 75.66	\$ 4,766.58
Subtotal				\$ 7,418.08
Profit & Overhead			15.00%	\$ 1,112.71
<b>Change Order Total</b>				<b>\$ 8,530.79</b>



**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> <u>Abdellatif Enterprises, Inc.</u>	<b>Trade:</b> <u>Carpenter</u>
<b>Address:</b> <u>26072 Merit Circle, Suite 103</u> <u>Laguna Hills, CA 92653</u>	<b>Local Union No.:</b> <u>409</u>
<b>Telephone:</b> <u>(949) 215-4790</u>	<b>Classification:</b> <u>Journeyman</u>
	<b>Effective Date:</b> <u>07/01/18 to 03/31/19</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



# REQUEST FOR INFORMATION

**RFI No.: 187**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 01-18-19  
Discipline: Structural

**Subject: MPR Attachment of GLBs**

**Response Requested By: 01-25-2019**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S108		

### QUESTION

Two 5.5x36 GLB's spanning approximately from D2 to D3, are not aligned with the posts along gridline D2, see page 2 for reference. Please clarify GLB connections.

### ANSWER

See attached SK-9 and SK-13 for clarification and added GLB to support main roof GLB's in question.  
PJC (MHP), 2/1/19

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Response Provided By: \_\_\_\_\_  
Name Company Date

**Question Initiated By:** Cecilio Rodriguez - Abdellatif Enterprises Inc - Author Number:

**Submitted By:** Mitch Michaelis - Bernards

453

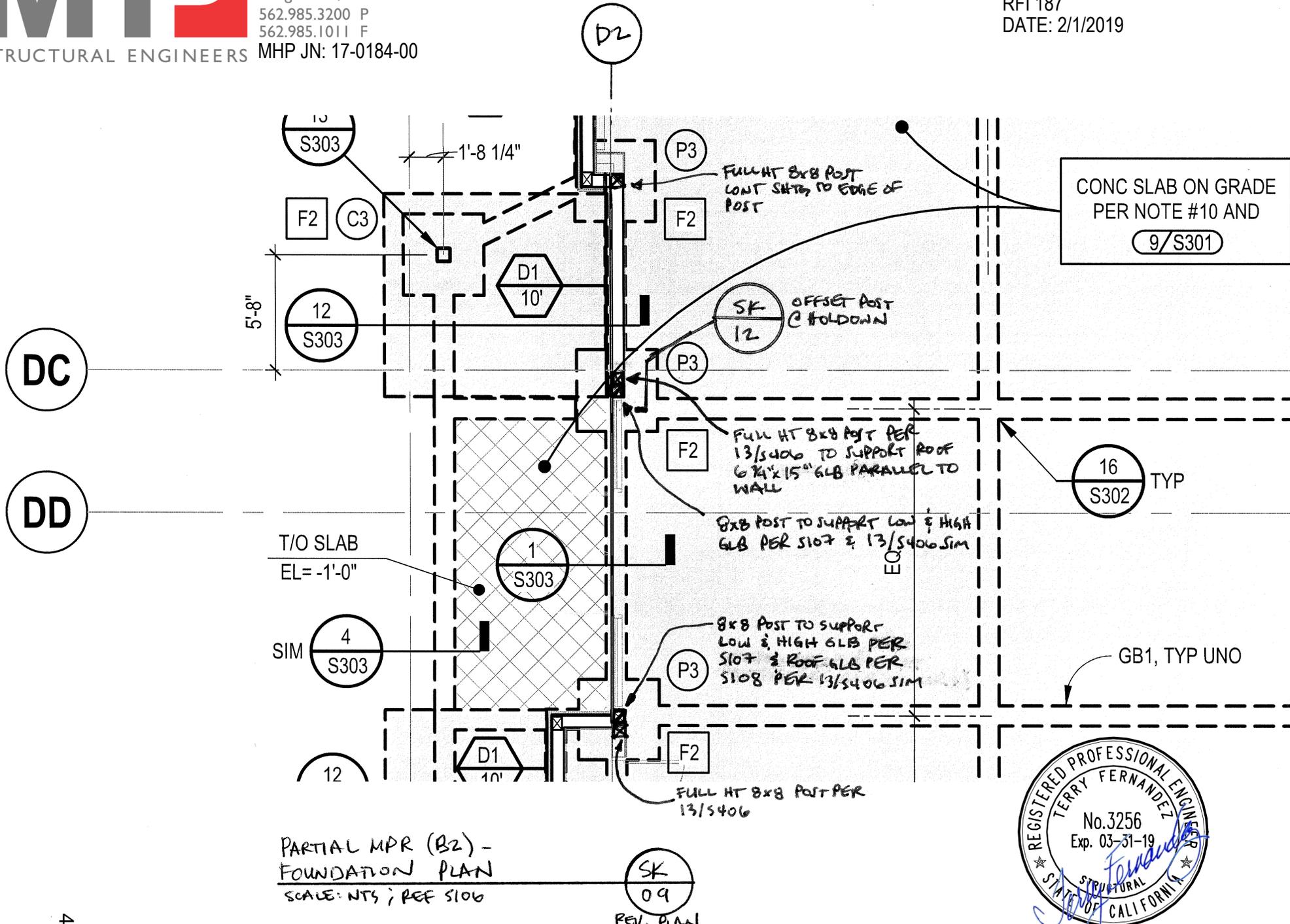




3900 Cover Street  
 Long Beach, CA 90808  
 562.985.3200 P  
 562.985.1011 F  
 MHP JN: 17-0184-00

STRUCTURAL ENGINEERS

MCKINNA ES RECONSTRUCTION  
 A# 03-118371 / FILE# 56-22  
 RFI 187  
 DATE: 2/1/2019



PARTIAL MPR (B2) -  
 FOUNDATION PLAN  
 SCALE: NTS ; REF S106

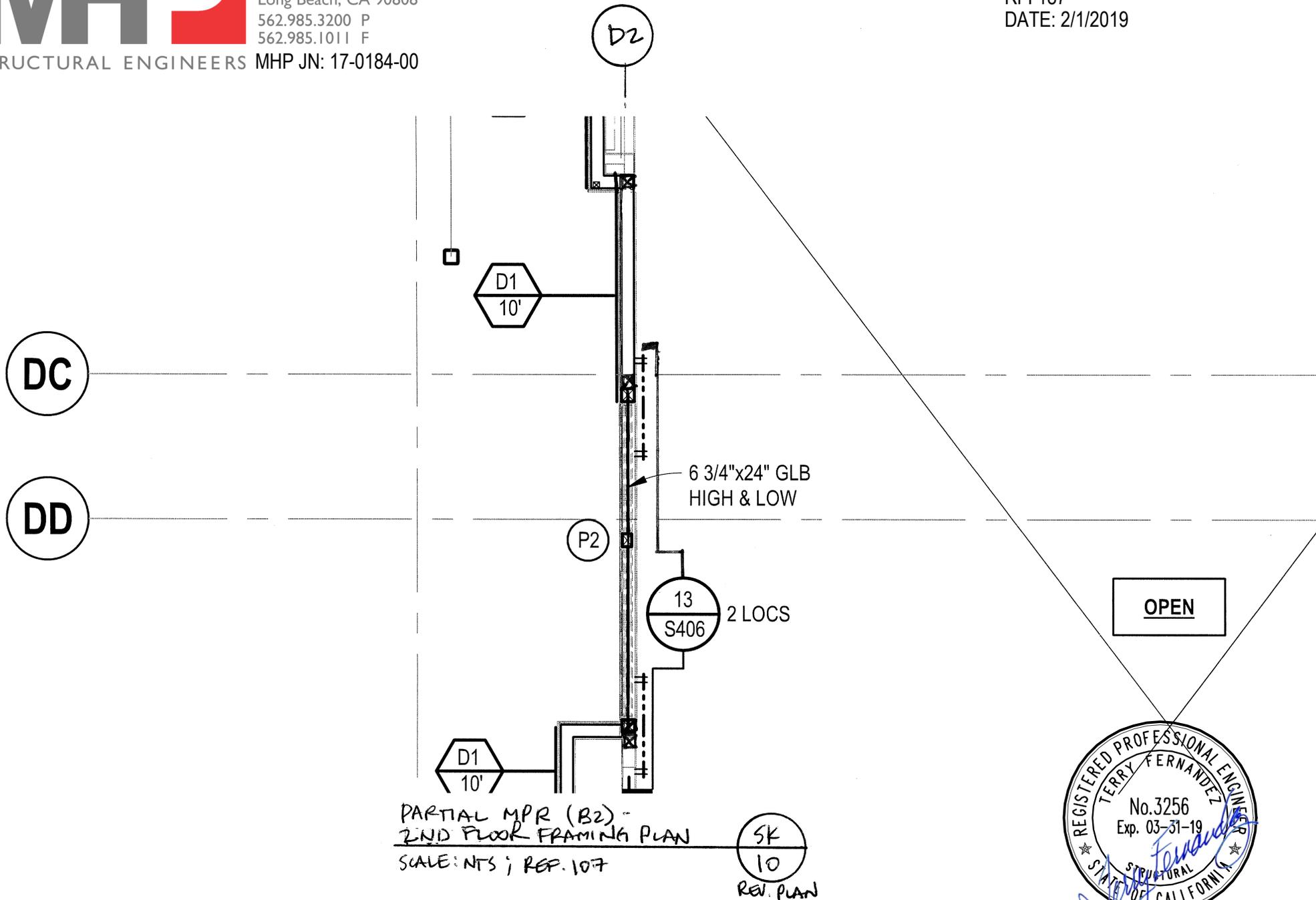




3900 Cover Street  
 Long Beach, CA 90808  
 562.985.3200 P  
 562.985.1011 F

STRUCTURAL ENGINEERS MHP JN: 17-0184-00

MCKINNA ES RECONSTRUCTION  
 A# 03-118371 / FILE# 56-22  
 RFI 187  
 DATE: 2/1/2019

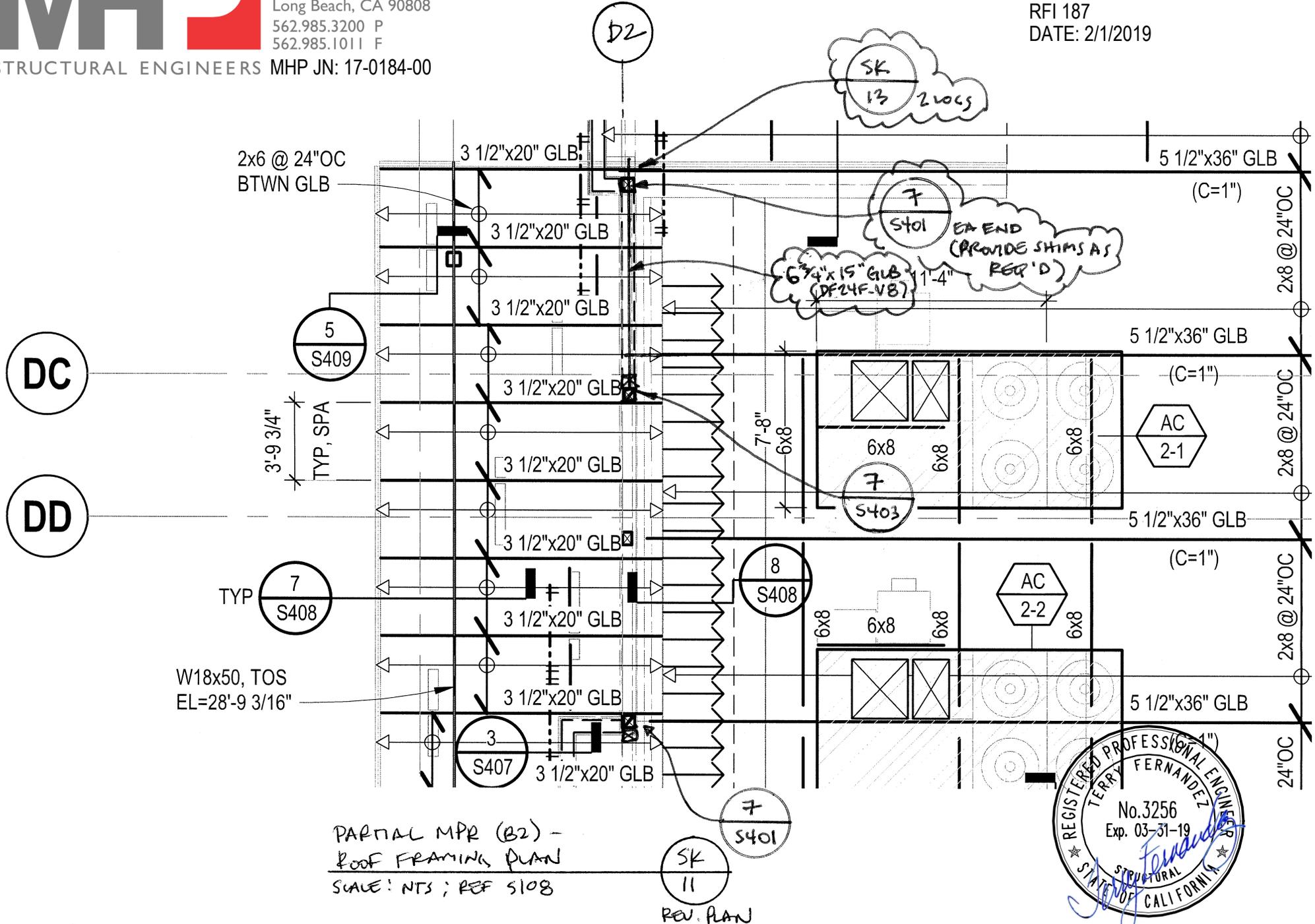




3900 Cover Street  
 Long Beach, CA 90808  
 562.985.3200 P  
 562.985.1011 F

STRUCTURAL ENGINEERS MHP JN: 17-0184-00

MCKINNA ES RECONSTRUCTION  
 A# 03-118371 / FILE# 56-22  
 RFI 187  
 DATE: 2/1/2019



PARTIAL MPR (B2) -  
 ROOF FRAMING PLAN  
 SCALE: NTS ; REF S108

REV. PLAN

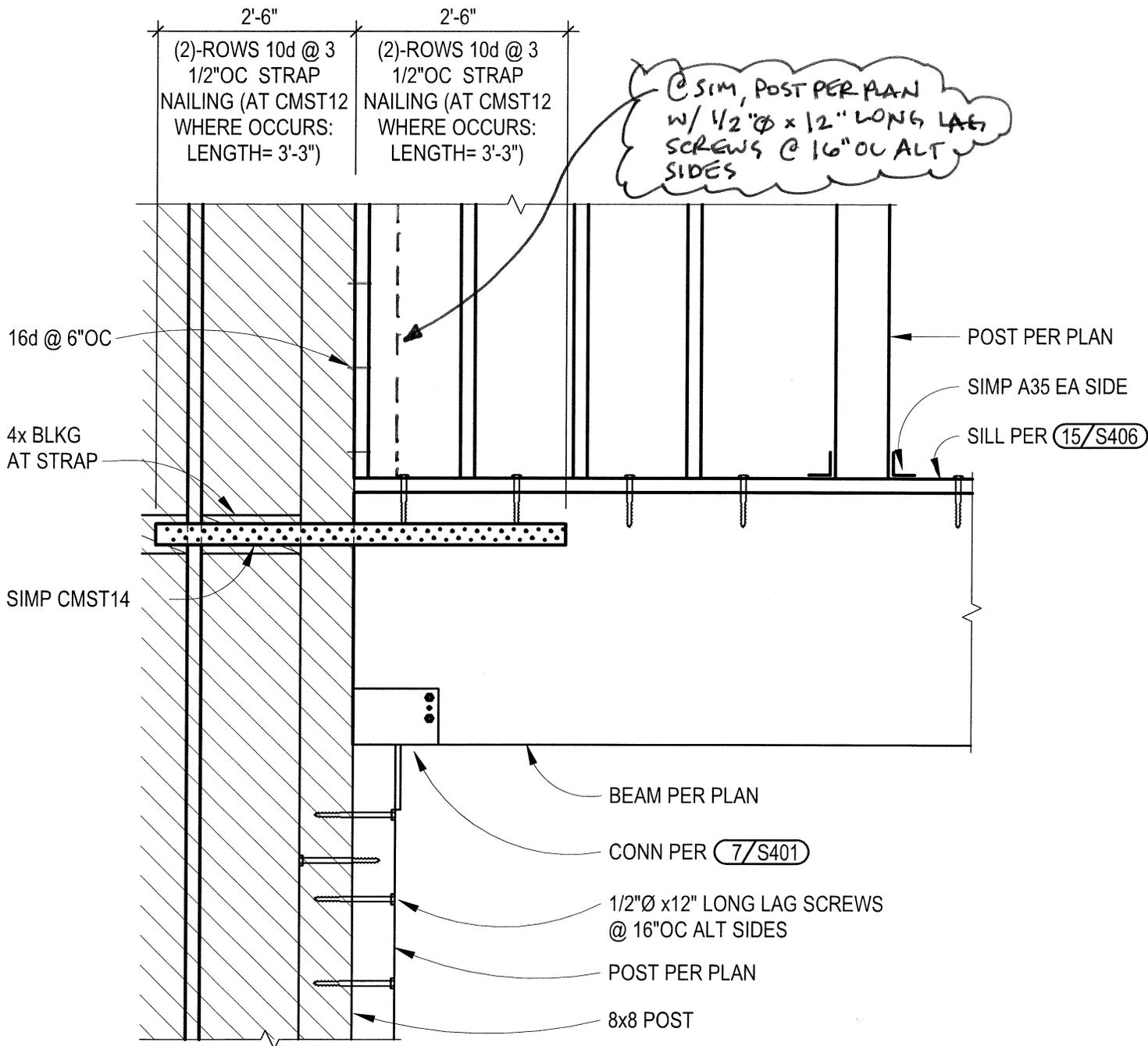




3900 Cover Street  
 Long Beach, CA 90808  
 562.985.3200 P  
 562.985.1011 F

STRUCTURAL ENGINEERS MHP JN: 17-0184-00

MCKINNA ES RECONSTRUCTION  
 A# 03-118371 / FILE# 56-22  
 RFI 187  
 DATE: 2/1/2019



# DETAIL

SCALE: 1/2" = 1'-0" NTS





3900 Cover Street  
 Long Beach, CA 90808  
 562.985.3200 P  
 562.985.1011 F

STRUCTURAL ENGINEERS MHP JN: 17-0184-00

MCKINNA ES RECONSTRUCTION

A# 03-118371 / FILE# 56-22

DATE:

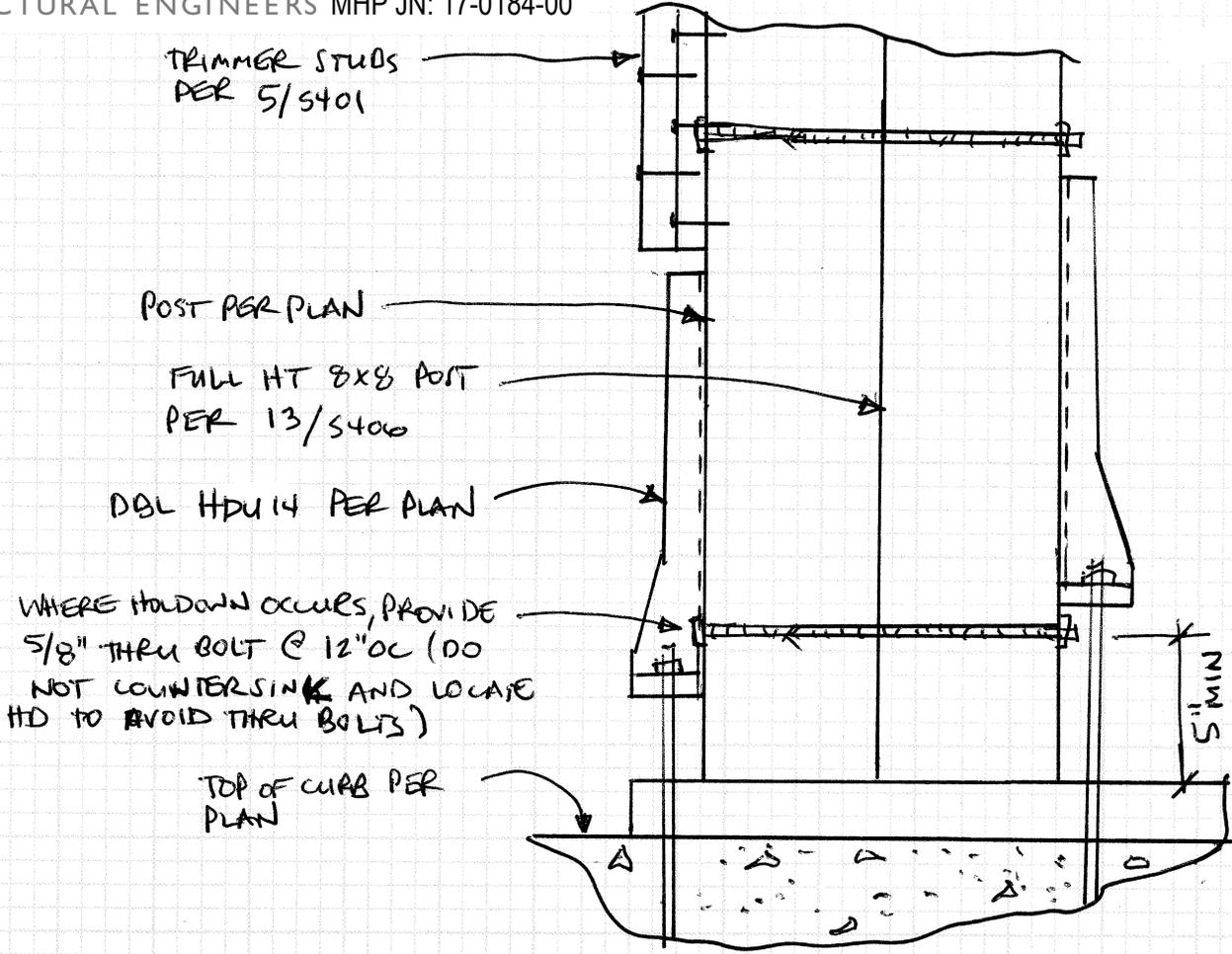
RFI 187

JOB NO:

BY:

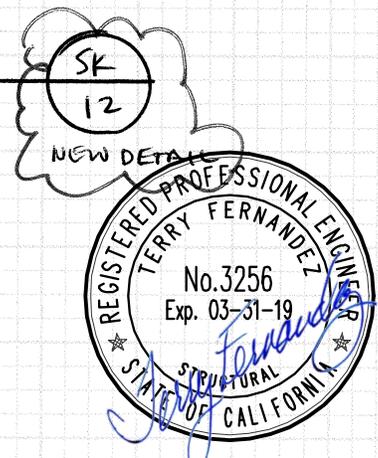
DATE: 2/1/2019

SHEET:



DETAIL

SCALE: NTS





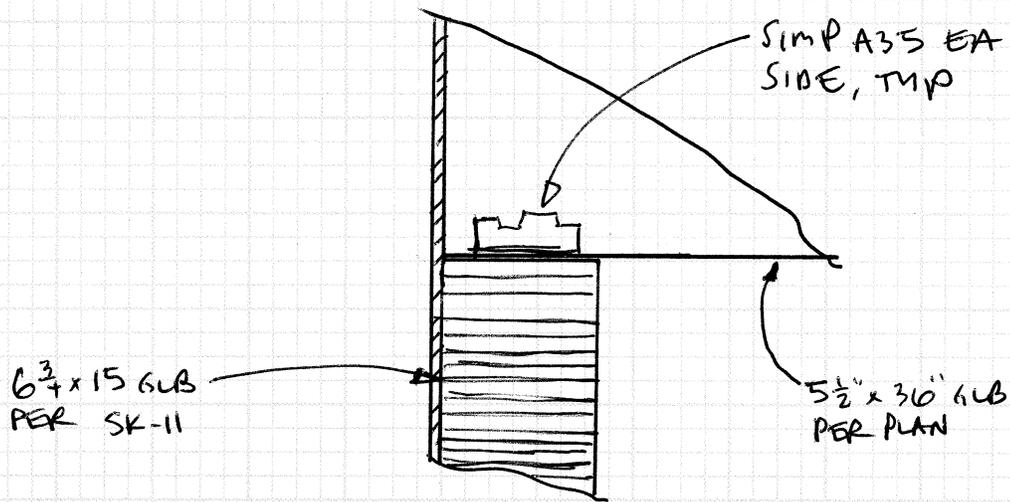
3900 Cover Street  
 Long Beach, CA 90808  
 562.985.3200 P  
 562.985.1011 F

STRUCTURAL ENGINEERS MHP JN: 17-0184-00

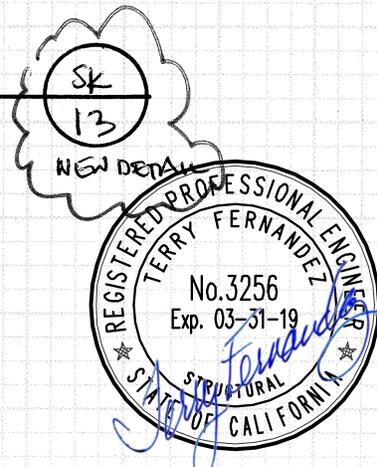
MCKINNA ES RECONSTRUCTION  
 A# 03-118371 / FILE# 56-22

DATE: RFI 187 JOB NO:  
 BY: DATE: 2/1/2019

NOTE: FOR BALANCE OF  
 INFORMATION NOT SHOWN  
 SEE 8/5408



DETAIL  
 SCALE: NTS





**Change Order # 12**

DATE: February 19, 2019  
 PROJECT: Mckinna Elementary School

**Cost associated with RFI 201**

Description	Qty	Unit	Unit Price	Extension
4X6 #1 FT	264	lf		\$ 892.32
Material Subtotal				\$ 892.32
Material Sales Tax			7.75%	\$ 69.15
CA Additional Lumber Assessment			1.00%	\$ 8.92
Freight				
Material Total				\$ 970.40
Equipment				
Labor	32	hour	\$ 75.66	\$ 2,421.12
Subtotal				\$ 3,391.52
Profit & Overhead			15.00%	\$ 508.73
<b>Change Order Total</b>				<b>\$ 3,900.25</b>



**Change Order #**

**13**

DATE: February 19, 2019

PROJECT: Mckinna Elementary School

**Cost associated with RFI 206- Add studs, braces and screws**

Description	Qty	Unit	Unit Price	Extension
2x6x8'	10			\$ 63.60
2x8x8'	4			\$ 35.84
#10 x3" Wood screws	210			\$ 54.00
Material Subtotal				\$ 153.44
Material Sales Tax			7.75%	\$ 11.89
CA Additional Lumber Assessment			1.00%	\$ 0.99
Freight				
Material Total				\$ 166.33
Equipment				
Labor	8	hour	\$ 75.66	\$ 605.28
Subtotal				\$ 771.61
Profit & Overhead			15.00%	\$ 115.74
<b>Change Order Total</b>				<b>\$ 887.35</b>



**Change Order #**

**14**

DATE: February 19, 2019

PROJECT: Mckinna Elementary School

**Cost associated with RFI 202- Additional web stiffeners, blocking and hardware**

Description	Qty	Unit	Unit Price	Extension
A35	32		\$ 0.28	\$ 8.96
#9x 1 1/2 SD Screws	200			\$ 69.36
1/2x4x8 Plywood	4		\$ 34.30	\$ 137.20
1 1/2x24" LVL	32	lf	\$ 17.25	\$ 552.00
2x6	48	lf		\$ 38.16
Material Subtotal				\$ 805.68
Material Sales Tax			7.75%	\$ 62.44
CA Additional Lumber Assessment			1.00%	\$ 7.27
Freight				
Material Total				\$ 875.39
Equipment				
Labor	16	hour	\$ 75.66	\$ 1,210.56
Subtotal				\$ 2,085.95
Profit & Overhead			15.00%	\$ 312.89
<b>Change Order Total</b>				<b>\$ 2,398.84</b>



**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> <u>Abdellatif Enterprises, Inc.</u>	<b>Trade:</b> <u>Carpenter</u>
<b>Address:</b> <u>26072 Merit Circle, Suite 103</u> <u>Laguna Hills, CA 92653</u>	<b>Local Union No.:</b> <u>409</u>
<b>Telephone:</b> <u>(949) 215-4790</u>	<b>Classification:</b> <u>Journeyman</u>
	<b>Effective Date:</b> <u>07/01/18 to 03/31/19</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



# REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

**RFI No. : 201**

Project: McKinna Elementary School Reconstruction

Date: 02-04-19  
Discipline: Structural

## Subject: Awning Angle Lengths

### DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
11/S406		

### QUESTION

- 1) Detail 11/S406 calls for a 4' angle length within the wall. As stated in RFI-165 (CLASSROOM HEADERS ALONG EAST WALL), the distance between the bottom of top plate and top of 6x12 header is approximately 24". This distance will vary depending on location, header size, etc. A 4' angle length within the wall cannot be achieved due to the limited space between the bottom of the top plate and top of the storefront headers.
- 2) Detail 11/S406 shows a 4' horizontal span which begins back within the wall cavity. RFI-138R1 response shows awning lengths of 4' and greater, measuring from the face of wall. This cannot be achieved per max horizontal span shown on 11/S406.

### SUGGESTION

- 1) Please provide a detail with a shorter angle length within wall.
- 2) Please advise.

### ANSWER

Please see SK1.0 on next page. Detail 11/S406 has been modified to accommodate the shorter angle within the wall as well as the longer awning length. Please provide 4x studs where ever angles are to be attached per SK1.0.

KRB (MHP), 2/14/19

### RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	2/18/2019
Anderson Charnesky Structural Steel Inc	Kevin Charnesky	2/18/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Mitch Michaelis - Bernards  
Submitted By: Mitch Michaelis - Bernards



# REQUEST FOR INFORMATION

**RFI No.: 201**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 02-04-19  
Discipline: Structural

**Subject: Awning Angle Lengths**

**Response Requested By: 02-11-2019**

## DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
11/S406		

## QUESTION

1) Detail 11/S406 calls for a 4' angle length within the wall. As stated in RFI-165 (CLASSROOM HEADERS ALONG EAST WALL), the distance between the bottom of top plate and top of 6x12 header is approximately 24". This distance will vary depending on location, header size, etc. A 4' angle length within the wall cannot be achieved due to the limited space between the bottom of the top plate and top of the storefront headers.

2) Detail 11/S406 shows a 4' horizontal span which begins back within the wall cavity. RFI-138R1 response shows awning lengths of 4' and greater, measuring from the face of wall. This cannot be achieved per max horizontal span shown on 11/S406.

## SUGGESTION

1) Please provide a detail with a shorter angle length within wall.

2) Please advise.

## ANSWER

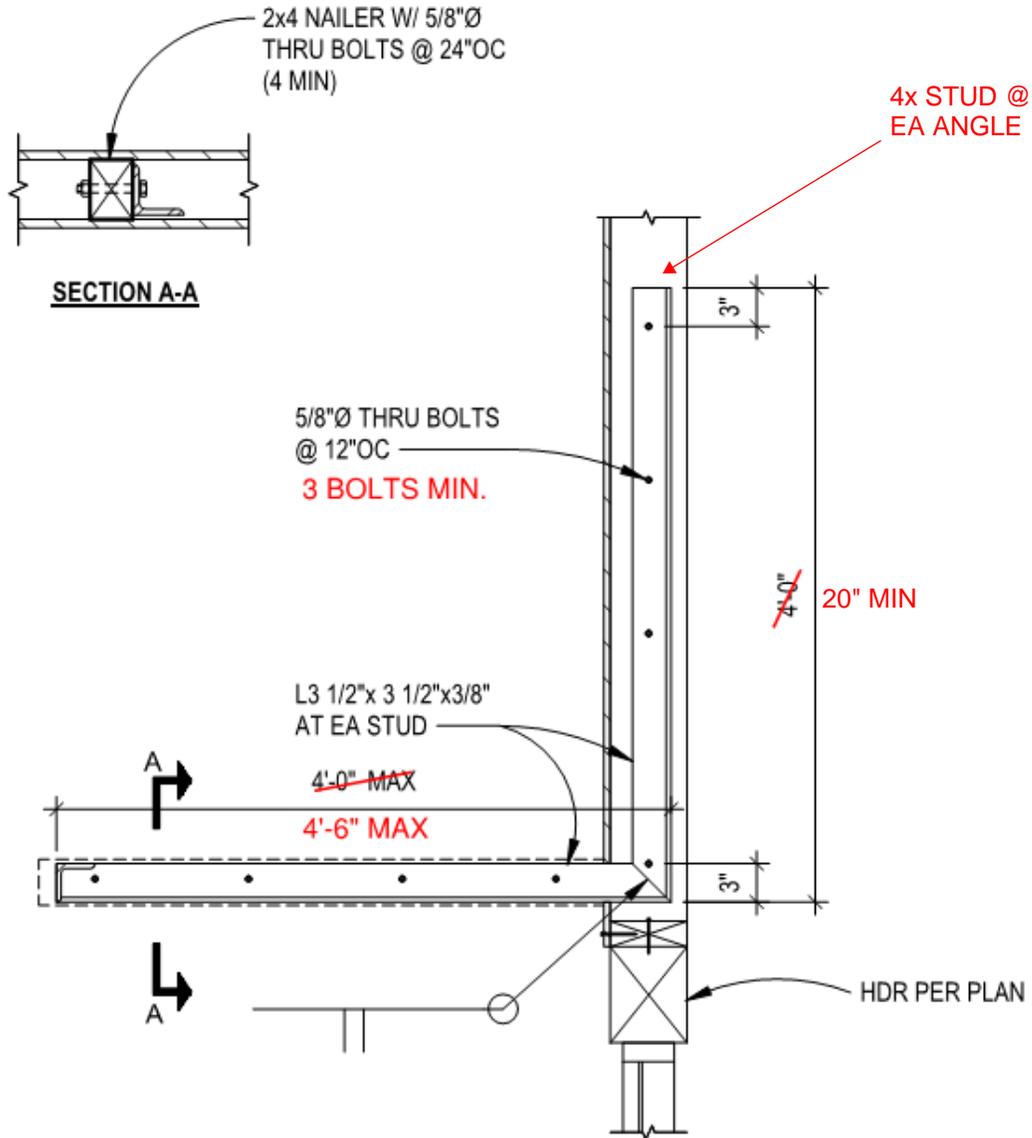
Please see SK1.0 on next page. Detail 11/S406 has been modified to accommodate the shorter angle within the wall as well as the longer awning length. Please provide 4x studs where ever angles are to be attached per SK1.0.

KRB (MHP), 2/14/19

Response Provided By: \_\_\_\_\_  
Name Company Date

**Question Initiated By:** Mitch Michaelis - Bernards

**Submitted By:** Mitch Michaelis - Bernards



**TYPICAL CANTILEVER AWNING**

SCALE: 3/4" = 1'-0"

11  
S406



# REQUEST FOR INFORMATION

**RFI No.: 202**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction  
**Subject: Classrooms 431 432 441 442 Entrance Soffits**

Date: 02-06-19  
Discipline: Structural

**Response Requested By: 02-13-2019**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S105 5/S411		

### QUESTION

Entryways at classrooms 431, 432, 441, 442 require framing for the parapet above, and soffit below. On S107, at the entryway of room 431, section 5/S411 is called for, see page 2. 5/S411 shows a stud wall below joists. At these locations there will not be a full height stud wall. Our framing subcontractor has provided a sketch of one option that can be used to create the soffit and parapet desired, see page 3.

### SUGGESTION

Please advise if framers sketch is acceptable to frame the locations referenced.

### ANSWER

Please see the attached sketches SK1.0 and SK1.1. For information not included, see typical details in the original set (soffit framing, web stiffeners, etc.) as referenced in the sketches.

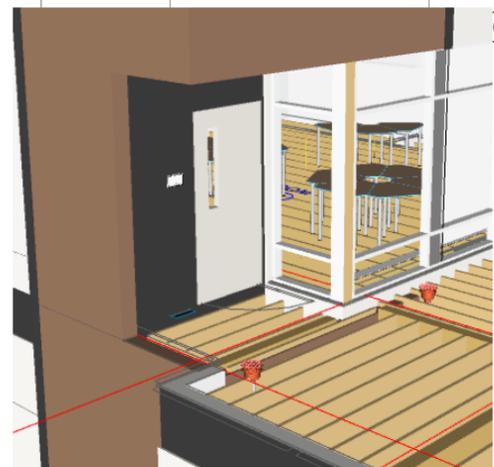
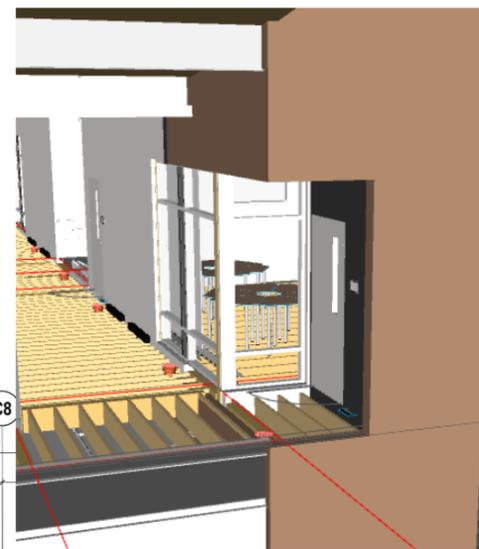
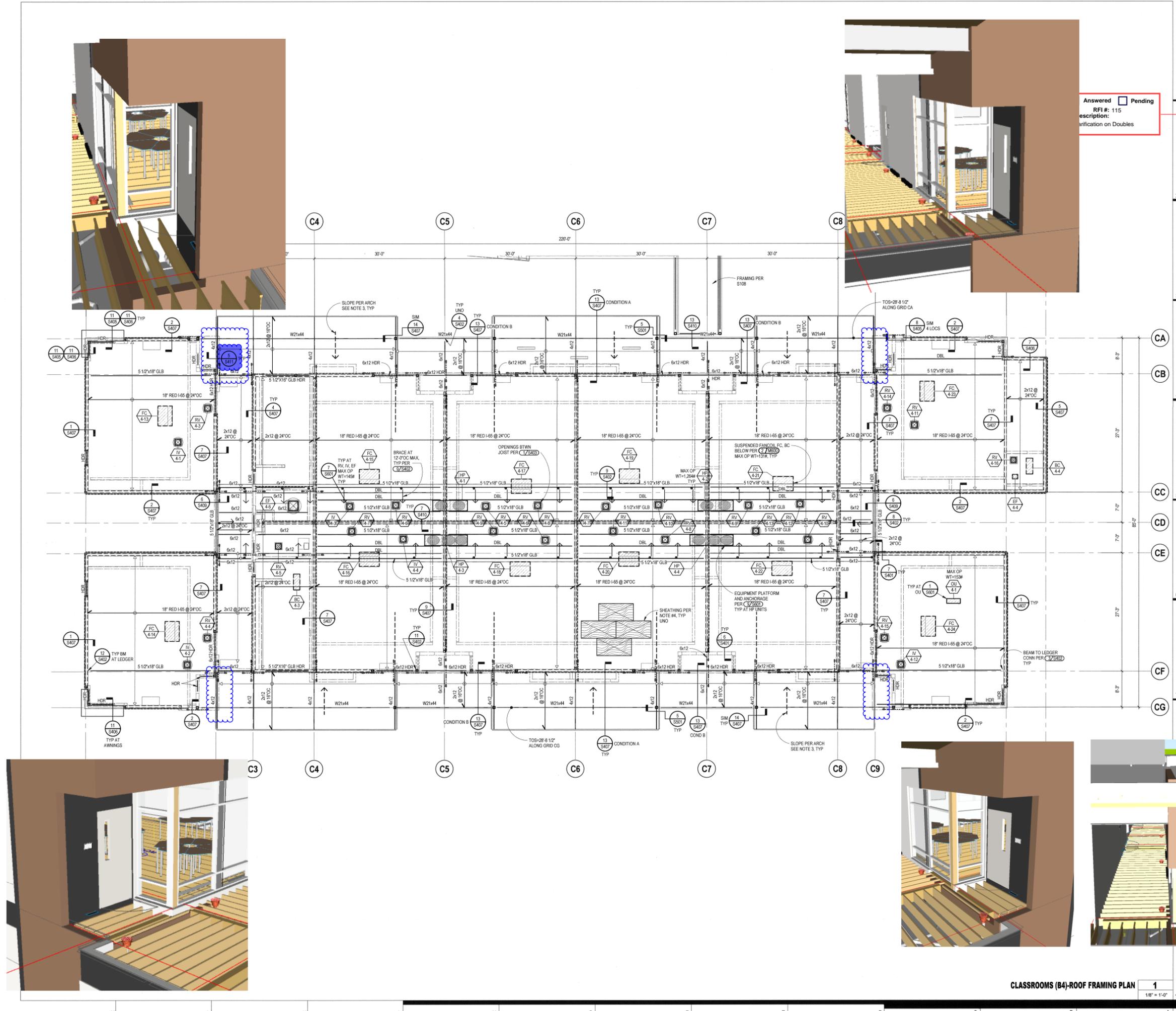
KRB (MHP), 2/13/19



Response Provided By: \_\_\_\_\_  
Name Company Date

**Question Initiated By:** Cecilio Rodriguez - Abdellatif Enterprises Inc - Author Number:

**Submitted By:** Mitch Michaelis - Bernards

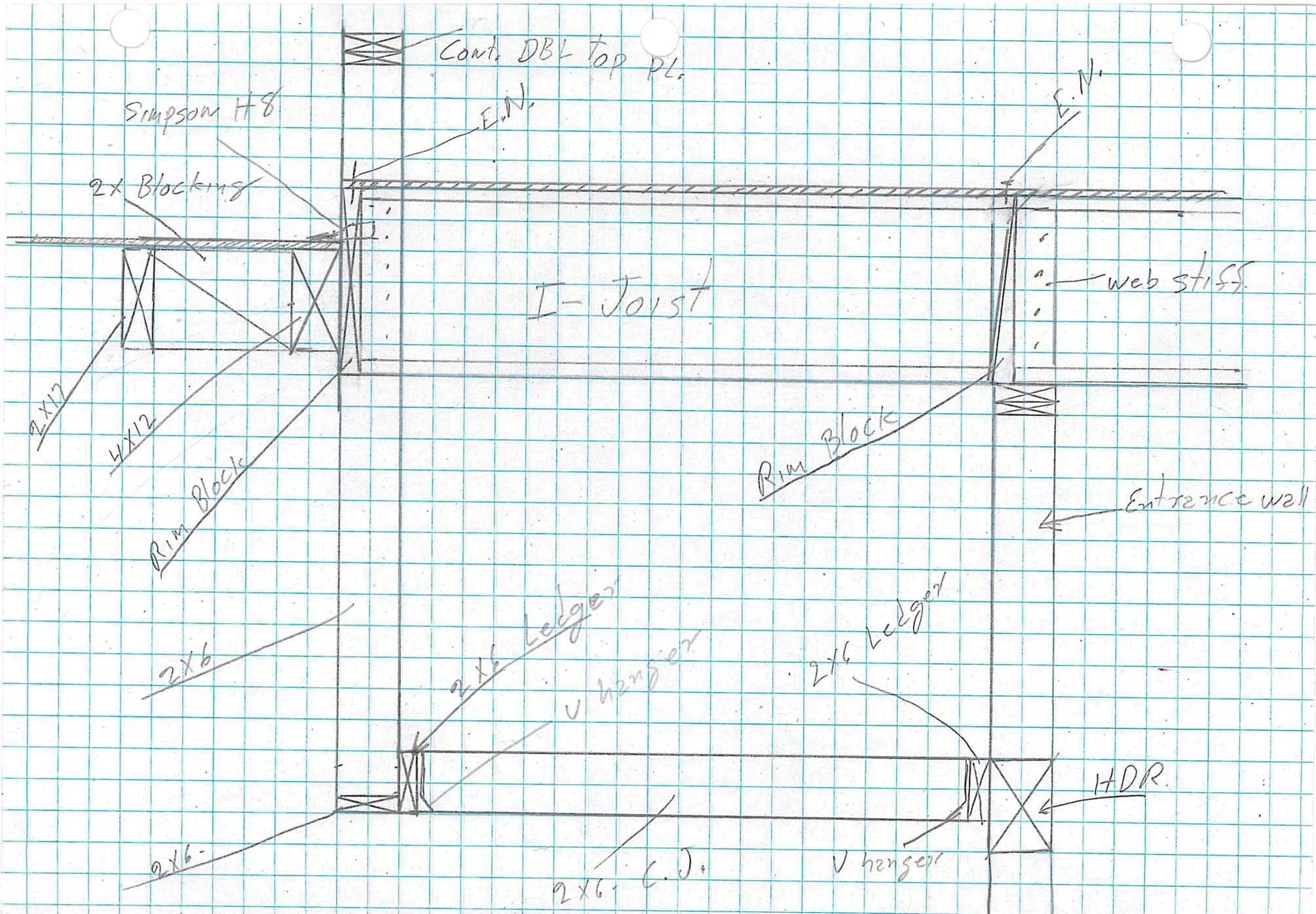


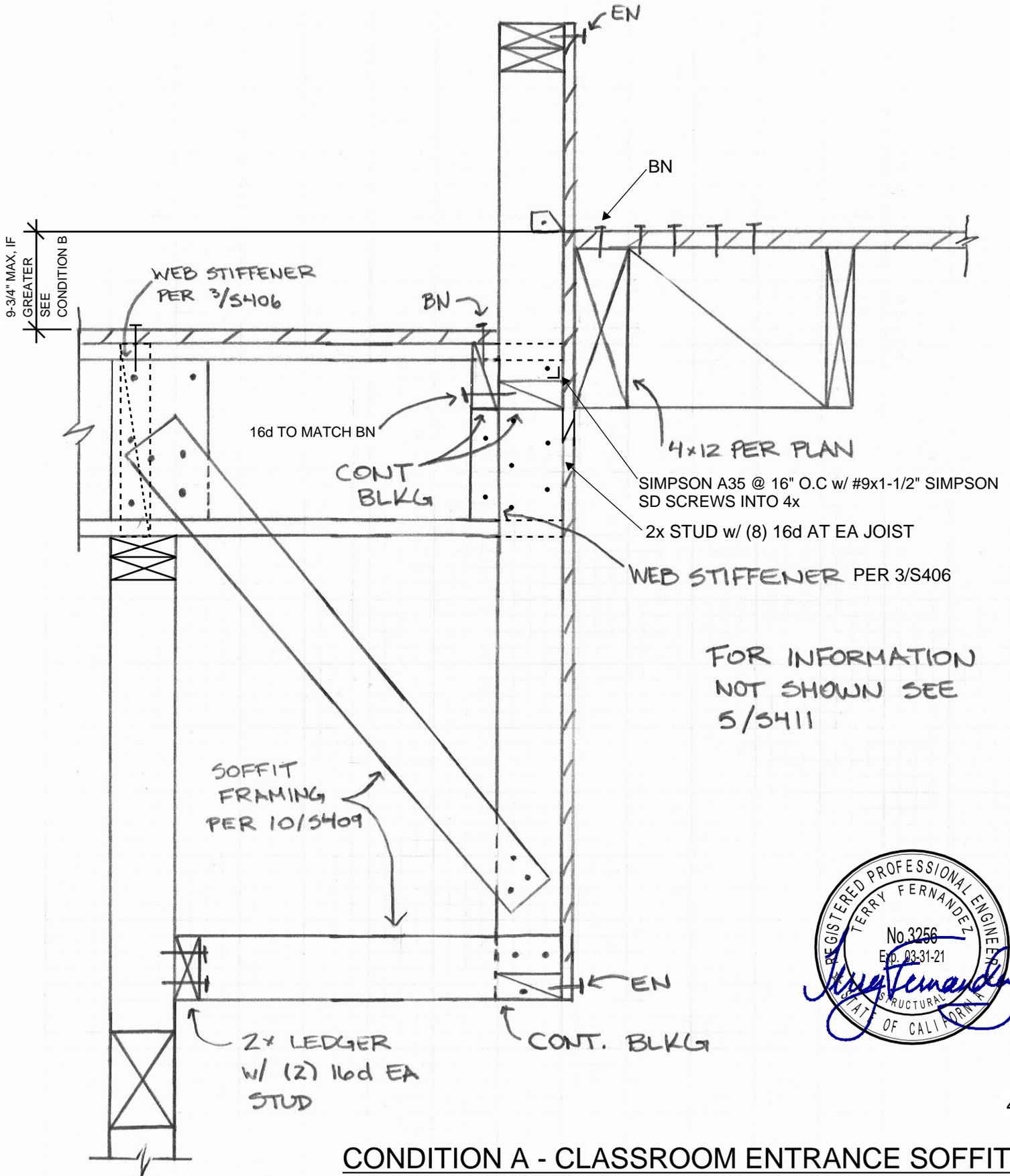
Answered  Pending   
RFI #: 115  
Clarification on Doubles

- ROOF FRAMING PLAN NOTES**
- SEE FLOOR FRAMING PLAN NOTES FOR ADDITIONAL APPLICABLE NOTES.
  - TOP OF STRUCTURAL ROOF SHEATHING ELEVATION TO BE DETERMINED FROM ARCHITECTURAL DRAWINGS.
  - TOP OF SLOPED ROOF SHALL HAVE A MINIMUM OF 1/4"FT DRAINAGE SLOPE. ALL ROOFS SLOPED PER ARCH DRAWINGS. SEE ARCH DRAWINGS FOR UNIQUE SLOPES INDICATED BY --->
  - UNLESS NOTED OTHERWISE, ROOF SHEATHING SHALL BE 1/2" STRUCT. PLYWOOD (SPAN RATING 32'x6), (SPAN RATING 32'x8) BLOCKED, W/ 1"x4 NAILS OR #10 SMS @ 8" x 12" (BEN.FN) OR (S.S.F.S). SEE DETAIL 3 ON SHEET S403.
  - WHERE MECHANICAL UNIT OCCURS, DOUBLE JOIST PER DETAIL 2 ON SHEET S404 (NOT REQUIRED BELOW UNITS WEIGHING 200# OR LESS). ANCHOR UNITS PER DETAIL A ON SHEET S601.
  - FOR FRAMING SPANS GREATER THAN 6'-0", PROVIDE WOOD BLOCKING AT THE LESSER OF MIDSPAN OR 8'-0". INSTALL BLOCKING PER APPLICABLE TYPICAL DETAILS.
  - ALL MEMBERS RECEIVING STRAPPING SHALL HAVE 2 ROWS OF 8# TO DIAPHRAGM SHEATHING, EXCEPT AT STRAP LOCATION WHERE PLACED OVER PLYWOOD.
  - INDICATES SIMPSON CMST4 STRAP PER DETAIL 1 ON SHEET S405, TYPICAL UNLESS NOTED OTHERWISE.
  - INDICATES CONTINUOUS FULL HEIGHT BLOCKING. SEE DETAIL 1 C SHEET S405 FOR EXTENT.
  - TOP PLATE SPLICES PER DETAIL 3 ON SHEET S404, TYP UNQ.
  - AT INTERIOR NON BEARING WALLS WHERE HEADERS ARE NOT CALLED OUT ON PLAN, SEE DETAIL 4 ON SHEET S401 OR DETAIL 5 ON SHEET S401 FOR SCHEDULE.
  - WOOD BEAM TO WOOD BEAM CONNECTION PER DETAIL 3 ON SHEET S401. WOOD BEAM TO POST CONNECTION PER DETAIL 7 ON SHEET S401 OR DETAIL 9 ON SHEET S401, TYPICAL.
  - PROVIDE 4x6 POST (MINIMUM) UNDER BEAMS SUPPORTING ROOF UNLESS NOTED OTHERWISE CONNECTION PER DETAIL 12 ON SHEET S402. PROVIDE 6x6 (MINIMUM) UNDER BEAMS SUPPORTING FLOOR UNLESS NOTED OTHERWISE CONNECTION PER DETAIL 12 ON SHEET S402.
  - MECHANICAL EQUIPMENT WEIGHTS ARE NOTED ON DETAIL A ON SHEET S601.
  - TOP OF INTERIOR BEARING PARTITION TO BE PER DETAIL 6 ON SHEET S401.
  - AT SEISMIC SEPARATION THE DIMENSION NOTED IS FROM BUILDING FINISH TO BUILDING FINISH.

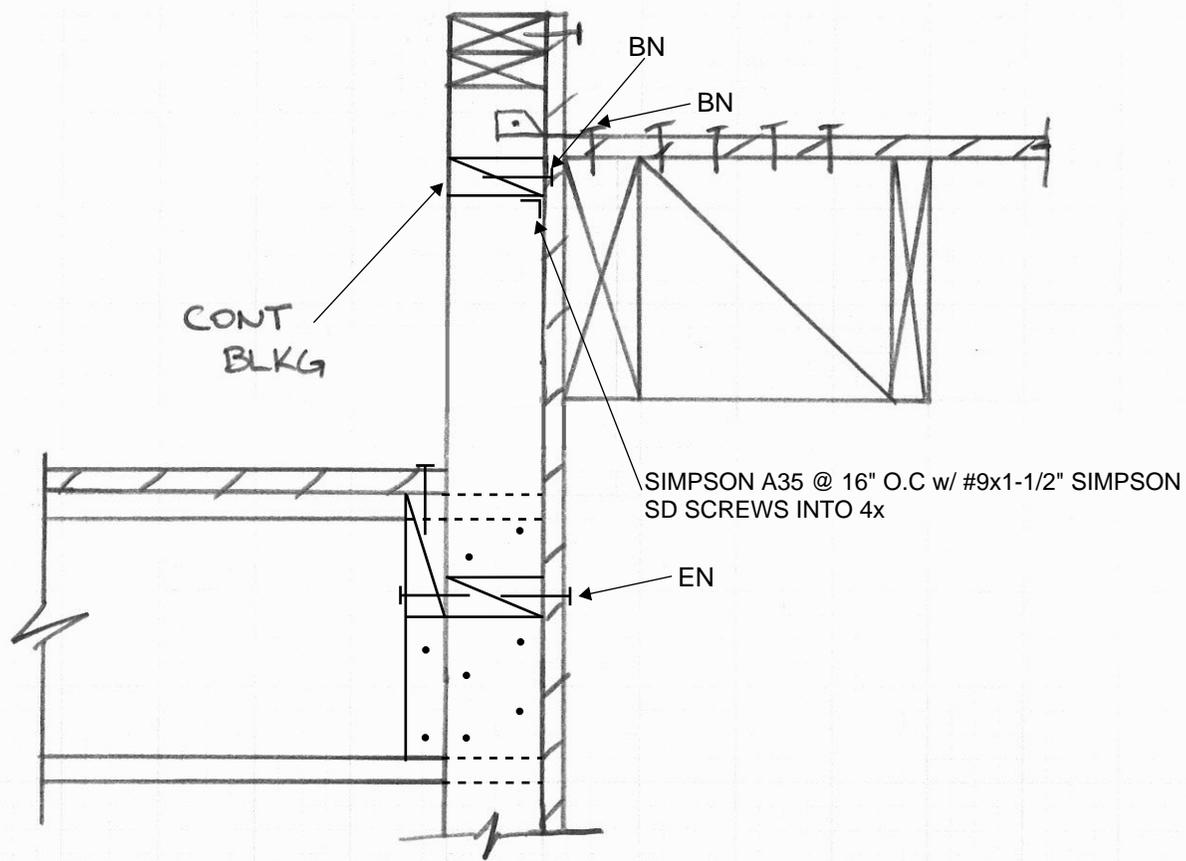
**LIST OF APPLICABLE TYPICAL DETAILS (FRAMING)**

DESCRIPTION	DETAIL	SHEET
TYPICAL WOOD FASTENING SCHEDULE	1	S401
TYPICAL CORNERS AND INTERSECTIONS AT WOOD STUD NON SHEAR WALLS	2	S401
TYPICAL HOLES AND NOTCHES IN WOOD	3	S401
TYPICAL OPENING IN INTERIOR WOOD STUD WALL	4	S401
TYPICAL OPENING IN EXTERIOR WOOD STUD WALL	5	S401
TYPICAL INTERIOR NON-BEARING WOOD STUD PARTITION AT JOIST OR RAFTER	6	S401
TYPICAL WOOD BEAM TO WOOD POST	7	S401
TYPICAL WOOD BEAM TO STEEL COLUMN	8	S401
TYPICAL POST THROUGH FLOOR FRAMING	9	S401
TYPICAL WOOD NAILER AT STEEL BEAM	10	S401
TYPICAL JOIST TO WOOD BEAM CONNECTION	11	S401
TYPICAL JOIST TO STEEL BEAM CONNECTION	12	S402
TYPICAL WOOD BEAM HANGER SCHEDULE	2	S402
TYPICAL WOOD BEAM TO WOOD BEAM CONNECTION	3	S402
WOOD BEAM TO STEEL BEAM CONNECTION	4	S402
TYPICAL HORIZONTAL FRAMING AT OPENING BETWEEN JOIST OR RAFTER (2'-0" MAX)	1	S403
TYPICAL HORIZONTAL FRAMING AT OPENING (4'-0" MAX)	2	S403
TYPICAL JOIST TO STEEL BEAM CONNECTION	3	S403
TYPICAL HORIZONTAL PLYWOOD SHEATHING	4	S403
TYPICAL NON-BEARING WOOD STUD PARTITION AT CONCRETE OR WOOD FRAMING	4	S403





**CONDITION A - CLASSROOM ENTRANCE SOFFIT**



FOR INFORMATION  
NOT SHOWN SEE  
SK 1.0

CONDITION B - CLASSROOM ENTRANCE SOFFIT





# REQUEST FOR INFORMATION

**RFI No.: 206**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 02-06-19  
Discipline: Structural

**Subject: Kindergarten Parapet and Exterior Soffit**

**Response Requested By: 02-13-2019**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A106		

### QUESTION

At northeast and southeast corners of the kindergarden building the wall has a slight offset towards the inside of the building, but only up to the awning. The parapet above does not offset, see page 2 for reference. Along the north and south kindergarden wall, at these locations referenced, no section is shown. Our framing subcontractor has provided a sketch of one option that can be used to create the offset and parapet desired, see page 3.

### SUGGESTION

Please advise if framers sketch is acceptable to frame the locations referenced.

### ANSWER

See revised page 3 for sketch - frame similar to detail 6/S408.  
KRB (MHP), 2/12/19

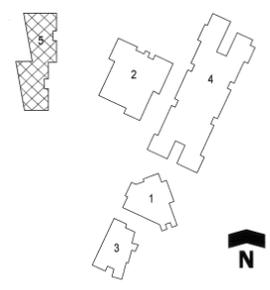
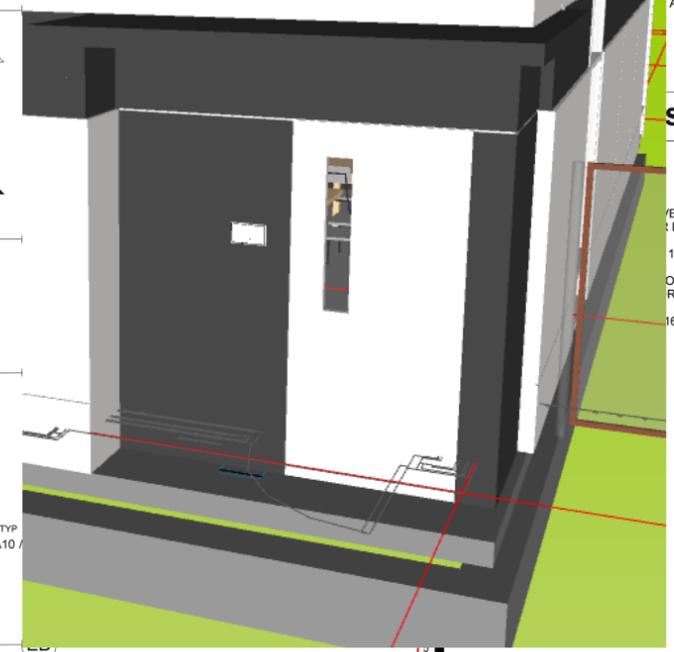
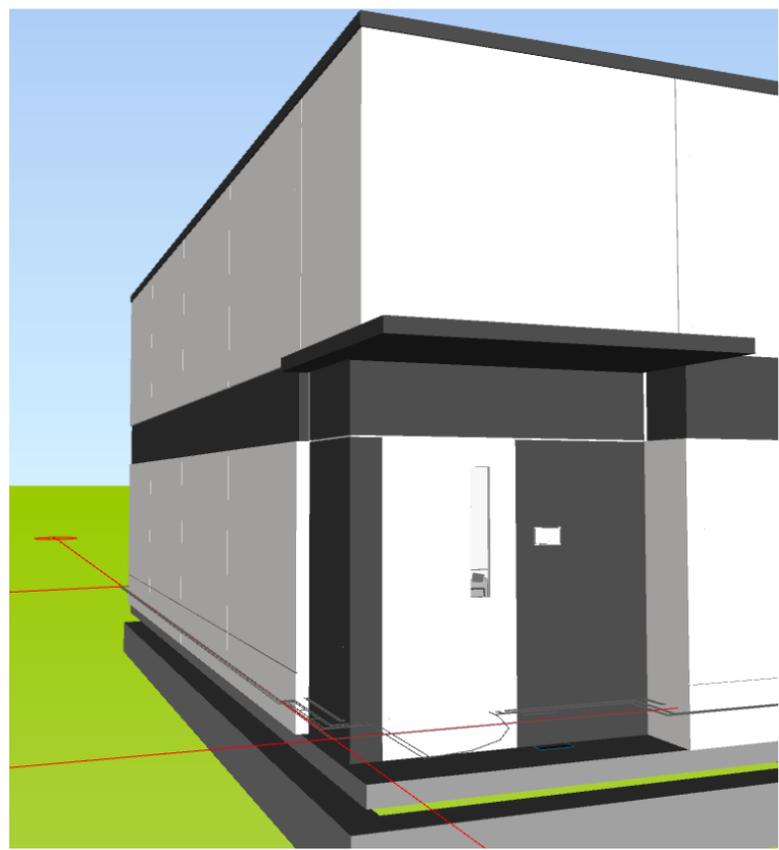
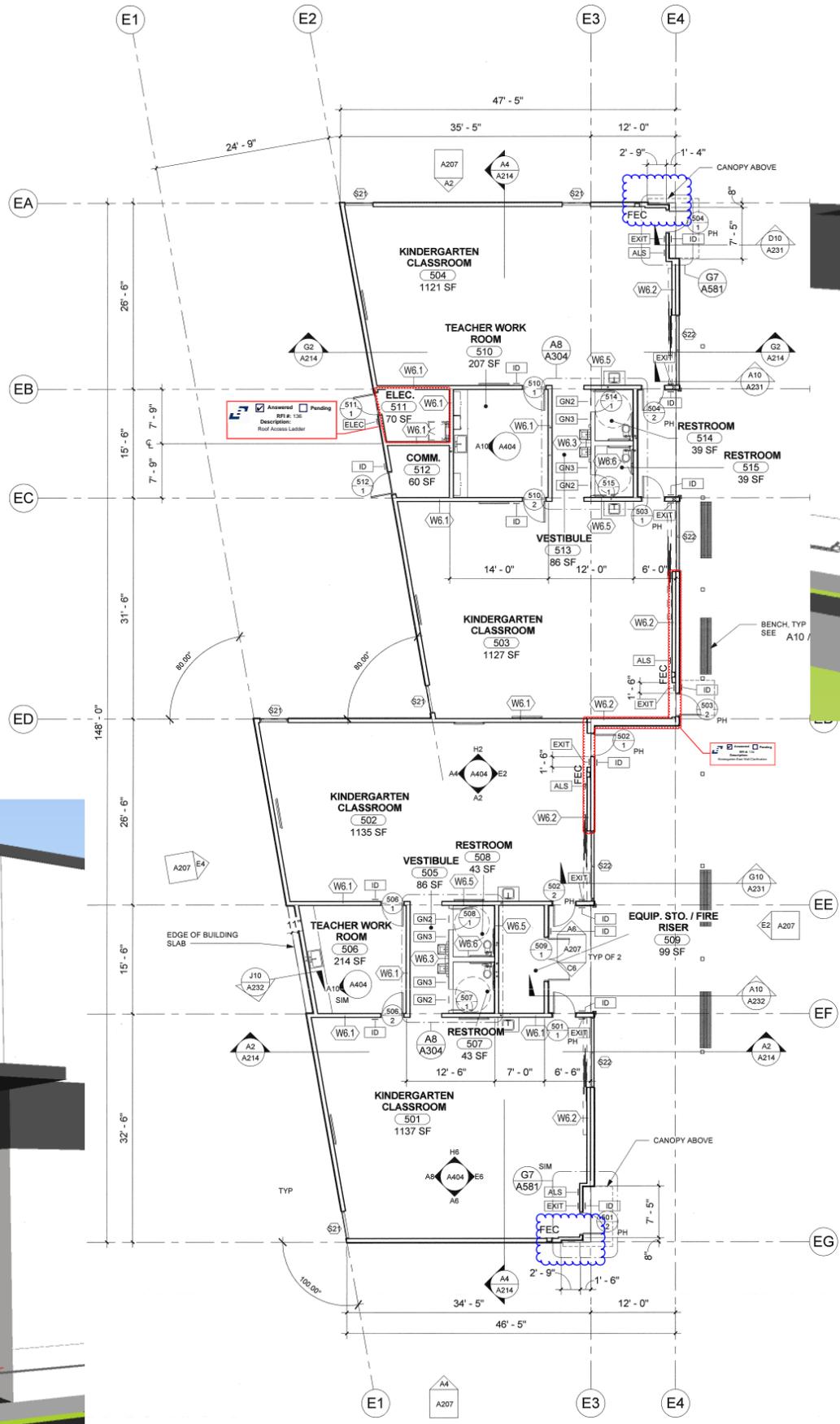


Response Provided By: \_\_\_\_\_  
Name Company Date

**Question Initiated By:** Cecilio Rodriguez - Abdellatif Enterprises Inc - Author Number:

**Submitted By:** Mitch Michaelis - Bernards

RF1005 KINDERGARTEN BUILDING GRIDLINES



IDENTIFICATION STAMP  
DIVISION OF REGULATION & CT SERVICES  
FILE NO: 56-22  
APR: 03-118371  
DATE: 3-15-18



1/2" plywood  
shtg w/ 10D  
@ 6,6,12  
(BN, EN, FN)

2x6 studs @  
16" O.C.

2x8 braces w/  
(3) #10 wood  
screws x3"  
long at each  
lap, typ

20" Red I-65 per plan

Header over storefront per plan





**Change Order #**

**15**

DATE: February 25, 2019

PROJECT: Mckinna Elementary School

**RFI 213- Added 2x6 blocks and hangers (S6 lights)**

Description	Qty	Unit	Unit Price	Extension
2x6	392'	lf		\$ 311.64
U26	448		\$ 1.38	\$ 618.24
Material Subtotal				\$ 929.88
Material Sales Tax			7.75%	\$ 72.07
CA Additional Lumber Assessment			1.00%	\$ 3.12
Freight				
Material Total				\$ 1,005.06
Equipment				
Labor	56	hour	\$ 75.66	\$ 4,236.96
Subtotal				\$ 5,242.02
Profit & Overhead			15.00%	\$ 786.30
<b>Change Order Total</b>				<b>\$ 6,028.32</b>



**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> Abdellatif Enterprises, Inc.	<b>Trade:</b> Carpenter
<b>Address:</b> 26072 Merit Circle, Suite 103 Laguna Hills, CA 92653	<b>Local Union No.:</b> 409
<b>Telephone:</b> (949) 215-4790	<b>Classification:</b> Journeyman
	<b>Effective Date:</b> 07/01/18 to 03/31/19

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



**REQUEST FOR INFORMATION  
FOR SUBCONTRACTOR ACTION**

**RFI No. : 213**

Project: McKinna Elementary School Reconstruction

Date: 02-19-19  
Discipline: Structural

**Subject: Clarification on joists and soffit alignment**

**DRAWING & SPECIFICATION REFERENCES**

Drawing Sheet / Specification	Detail / Sub Section	Comments
RFI 181	SK-15	

**QUESTION**

In detail SK-15 of RFI response 181, please note that the deck joists are 12" o.c. and soffit framing is 16" o.c. Joists and soffit framing will only line up every 4'. Please provide us directions to proceed.

**ANSWER**

Keep soffit framing at 16" o.c. Provide 2x6 blocking (1 ea side of hanger stud) spanning between joists. Attach blocking to joist with simpson U-hanger. Attach soffit framing to blocking with (2) 16d nails ea side. Please see revisions on following SK-15.  
AY (MHP), 2019-02-22

**RESPONSE DISTRIBUTION**

Company	Contact	Date Sent
Church and Larsen Inc	Bob Laube	2/25/2019
Abdellatif Enterprises Inc	Hazem Abdellatif	2/25/2019

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Terry Root - Bernards  
Submitted By: Arvind Balaji - Bernards



# REQUEST FOR INFORMATION

**RFI No.: 213**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 02-19-19  
Discipline: Structural

**Subject: Clarification on joists and soffit alignment**

**Response Requested By: 02-26-2019**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
RFI 181	SK-15	

### QUESTION

In detail SK-15 of RFI response 181, please note that the deck joists are 12" o.c. and soffit framing is 16" o.c. Joists and soffit framing will only line up every 4'. Please provide us directions to proceed.

### ANSWER

~~Vertical stud soffit framing to match deck joist spacing; soffit braces to be per 10/S409~~

~~AY (MHP), 2/20/19~~

Keep soffit framing at 16" o.c. Provide 2x6 blocking (1 ea side of hanger stud) spanning between joists. Attach blocking to joist with simpson U-hanger. Attach soffit framing to blocking with (2) 16d nails ea side. Please see revisions on following SK-15.  
AY (MHP), 2019-02-22

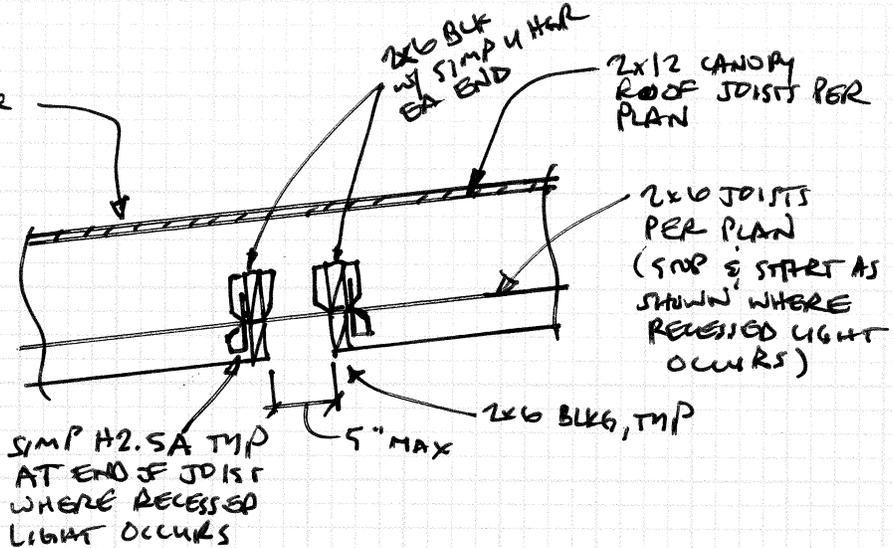
Response Provided By: \_\_\_\_\_  
Name Company Date

**Question Initiated By:** Terry Root - Bernards

**Submitted By:** Arvind Balaji - Bernards

PLYWOOD SHEETS PER PLAN

NOTE: FOR BALANCE OF INFO NOT SHOWN SEE 13/5407 COND. A. WHERE 13/5407 COND. B OCCURS, HEAD OUT & DOUBLE FRAMING PER 2/5403

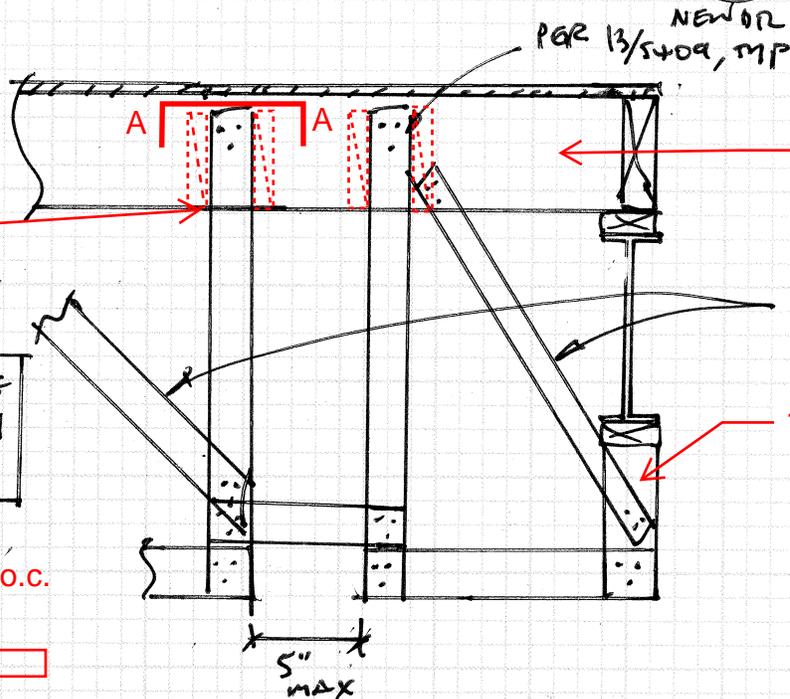


ROOF CANOPY JOINT CONDITION A  
C RECESSED LIGHT

SCALE: NTS

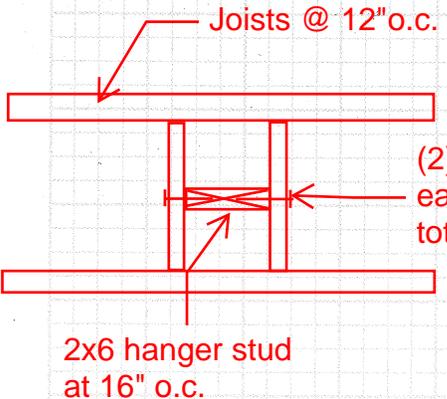
SK  
14

2x6 blk ea side of stud w/ simpson U hgr ea end



12" o.c. per plan  
PER 13/5409, TWP  
PER 10/5409  
16" o.c. per plan

NOTE: FOR BALANCE OF INFO NOT SHOWN SEE 7/5409



SOFFIT FRAMING AT RECESSED LIGHT.  
SCALE: NTS

SK  
15  
NEW ORL





**Change Order #**

**17**

DATE: March 07, 2019

PROJECT: Mckinna Elementary School

**Cost associated with RFI 228- Added work- 3x12, 2 HDB5 each location, rod each location, 12-A35 each location, 21-SDS each location**

Description	Qty	Unit	Unit Price	Extension
3x12	56	lf		\$ 112.67
HDB5	8		\$ 29.00	\$ 232.00
5/8 rod HDG	4		\$ 18.00	\$ 72.00
A35	48		\$ 0.27	\$ 12.96
5" SDS	84		\$ 0.80	\$ 67.20
Material Subtotal				\$ 496.83
Material Sales Tax			7.75%	\$ 38.50
CA Additional Lumber Assessment			1.00%	\$ 1.13
Freight				
Material Total				\$ 536.48
Equipment				
Labor	40	hour	\$ 75.66	\$ 3,026.40
Subtotal				\$ 3,562.88
Profit & Overhead			15.00%	\$ 534.43
<b>Change Order Total</b>				<b>\$ 4,097.31</b>



**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> Abdellatif Enterprises, Inc.	<b>Trade:</b> Carpenter
<b>Address:</b> 26072 Merit Circle, Suite 103 Laguna Hills, CA 92653	<b>Local Union No.:</b> 409
<b>Telephone:</b> (949) 215-4790	<b>Classification:</b> Journeyman
	<b>Effective Date:</b> 07/01/18 to 03/31/19

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
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8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



# REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

**RFI No. : 228**

Project: McKinna Elementary School Reconstruction

Date: 03-06-19  
Discipline: Structural

## Subject: 6x12 Drag Over Non Bearing Wall at Alcoves

### DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S105		

### QUESTION

The 6x12's running east and west, at the alcoves for classrooms 433, 434, 435, 436, 437, ,438, 439, 440, are shown as bearing on a non bearing wall (see page 2 for reference).

### SUGGESTION

Please confirm the non bearing walls are to be framed as a bearing wall, and install a 1.75 LVL RIM. The 6x12 will hang from the rim using an HU612.

### ANSWER

Construct per detail 10/S406 per plan. Highlighted wall should be a bearing wall. HU612 hanger is acceptable.  
PJC (MHP), 3/6/19

### RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	3/6/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

**Question Initiated By:** Cecilio Rodriguez - Abdellatif Enterprises Inc - Author Number:  
**Submitted By:** Mitch Michaelis - Bernards



# REQUEST FOR INFORMATION

**RFI No.: 228**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 03-06-19  
Discipline: Structural

**Subject: 6x12 Drag Over Non Bearing Wall at Alcoves**

**Response Requested By: 03-13-2019**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S105		

### QUESTION

The 6x12's running east and west, at the alcoves for classrooms 433, 434, 435, 436, 437, ,438, 439, 440, are shown as bearing on a non bearing wall (see page 2 for reference).

### SUGGESTION

Please confirm the non bearing walls are to be framed as a bearing wall, and install a 1.75 LVL RIM. The 6x12 will hang from the rim using an HU612.

### ANSWER

Construct per detail 10/S406 per plan. Highlighted wall should be a bearing wall. HU612 hanger is acceptable.  
PJC (MHP), 3/6/19

Response Provided By: \_\_\_\_\_  
Name Company Date

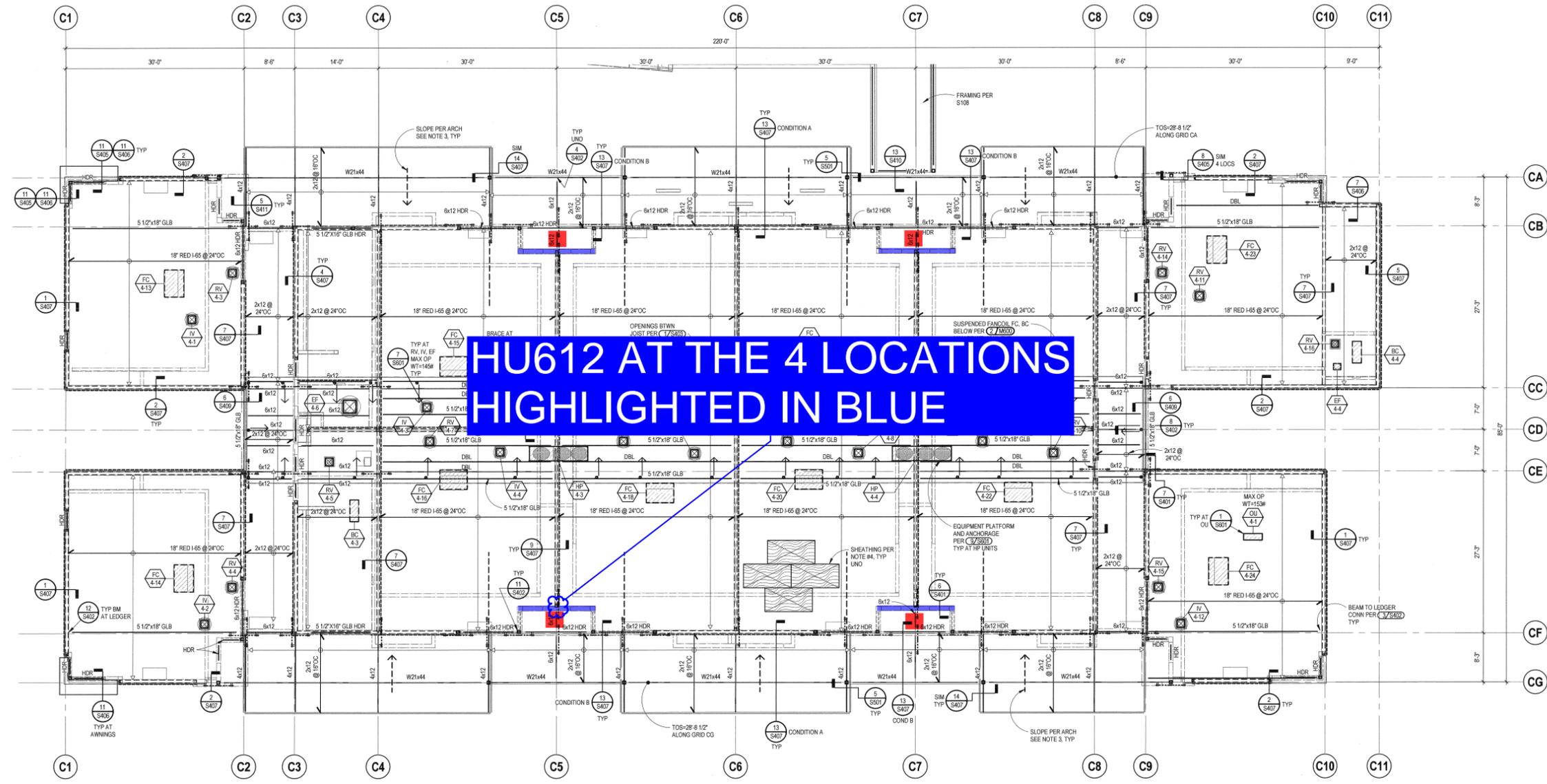
**Question Initiated By:** Cecilio Rodriguez - Abdellatif Enterprises Inc - Author Number:

**Submitted By:** Mitch Michaelis - Bernards

**ROOF FRAMING PLAN NOTES**

- SEE FLOOR FRAMING PLAN NOTES FOR ADDITIONAL APPLICABLE NOTES.
- TOP OF STRUCTURAL ROOF SHEATHING ELEVATION TO BE DETERMINED FROM ARCHITECTURAL DRAWINGS.
- TOP OF SLOPED ROOF SHALL HAVE A MINIMUM OF 1/4" FT DRAINAGE SLOPE. ALL ROOFS SLOPED PER ARCH DRAWINGS. SEE ARCH DRAWINGS FOR UNIQUE SLOPES INDICATED BY --->
- UNLESS NOTED OTHERWISE, ROOF SHEATHING SHALL BE 1/2" STRUCT. PLYWOOD (SPAN RATING 32/16), (SPAN RATING 32/16) BLOCKED, W/ 10d NAILS OR #10 SMS @ 8", 12" (BN,EN,FA) OR (BS,ES,FS). SEE DETAIL 3 ON SHEET S403.
- WHERE MECHANICAL UNIT OCCURS, DOUBLE JOIST PER DETAIL 2 ON SHEET S404 (NOT REQUIRED BELOW UNITS WEIGHING 200# OR LESS). ANCHOR UNITS PER DETAIL A ON SHEET S601.
- FOR FRAMING SPANS GREATER THAN 6'-0", PROVIDE WOOD BLOCKING AT THE LESSER OF MIDSPAN OR 8'-0". INSTALL BLOCKING PER APPLICABLE TYPICAL DETAILS.
- ALL MEMBERS RECEIVING STRAPPING SHALL HAVE 2 ROWS OF BN TO DIAPHRAGM SHEATHING, EXCEPT AT STRAP LOCATION WHERE PLACED OVER PLYWOOD.
- INDICATES SIMPSON CMST14 STRAP PER DETAIL 1 ON SHEET S405, TYPICAL UNLESS NOTED OTHERWISE.
- INDICATES CONTINUOUS FULL HEIGHT BLOCKING. SEE DETAIL 1 C SHEET S405 FOR EXTENT.
- TOP PLATE SPLICES PER DETAIL 3 ON SHEET S404, TYP UNO.
- AT INTERIOR NON BEARING WALLS WHERE HEADERS ARE NOT CALLED OUT ON PLAN, SEE DETAIL 4 ON SHEET S401 OR DETAIL 5 ON SHEET S401 FOR SCHEDULE.
- WOOD BEAM TO WOOD BEAM CONNECTION PER DETAIL 3 ON SHEET S401. WOOD BEAM TO POST CONNECTION PER DETAIL 7 ON SHEET S401 OR DETAIL 9 ON SHEET S401, TYPICAL.
- PROVIDE 4x6 POST (MINIMUM) UNDER BEAMS SUPPORTING ROOF UNLESS NOTED OTHERWISE CONNECTION PER DETAIL 12 ON SHEET S402. PROVIDE 6x6 (MINIMUM) UNDER BEAMS SUPPORTING FLOOR UNLESS NOTED OTHERWISE CONNECTION PER DETAIL 12 ON SHEET S402.
- MECHANICAL EQUIPMENT WEIGHTS ARE NOTED ON DETAIL A ON SHEET S601.
- TOP OF INTERIOR BEARING PARTITION TO BE PER DETAIL 6 ON SHEET S401.
- AT SEISMIC SEPARATION THE DIMENSION NOTED IS FROM BUILDING FINISH TO BUILDING FINISH.

Answered  Pending  
RFI #: 115  
Description:  
B4 Clarification on Doubles

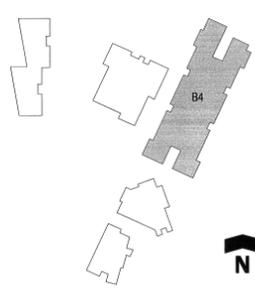


**HU612 AT THE 4 LOCATIONS HIGHLIGHTED IN BLUE**

Answered  Pending  
RFI #: 202  
Description:  
Classroom Entrance Soffits

**LIST OF APPLICABLE TYPICAL DETAILS (FRAMING)**

DESCRIPTION	DETAIL	SHEET
TYPICAL WOOD FASTENING SCHEDULE	1	S401
TYPICAL CORNERS AND INTERSECTIONS AT WOOD STUD NON-SHEAR WALLS	2	S401
TYPICAL HOLES AND NOTCHES IN WOOD	3	S401
TYPICAL OPENING IN INTERIOR WOOD STUD WALL	4	S401
TYPICAL OPENING IN EXTERIOR WOOD STUD WALL	5	S401
TYPICAL INTERIOR NON-BEARING WOOD STUD PARTITION AT JOIST OR RAFTER	6	S401
TYPICAL WOOD BEAM TO WOOD POST	7	S401
TYPICAL WOOD BEAM TO STEEL COLUMN	8	S401
TYPICAL POST THROUGH FLOOR FRAMING	9	S401
TYPICAL JOIST TO WOOD BEAM CONNECTION	11	S401
TYPICAL JOIST TO STEEL BEAM CONNECTION	1	S402
TYPICAL WOOD BEAM HANGER SCHEDULE	2	S402
TYPICAL WOOD BEAM TO WOOD BEAM CONNECTION	3	S402
WOOD BEAM TO STEEL BEAM CONNECTION	4	S402
TYPICAL HORIZONTAL FRAMING AT OPENING BETWEEN JOIST OR RAFTER (2'-0" MAX)	1	S403
TYPICAL HORIZONTAL FRAMING AT OPENING (4'-0" MAX)	2	S403
TYPICAL HORIZONTAL PLYWOOD SHEATHING	3	S403
TYPICAL NON-BEARING WOOD STUD PARTITION AT CONCRETE OR WOOD FRAMING	4	S403



IDENTIFICATION STAMP  
DIVISION OF REGULATION CT SERVICES  
FILE NO: 56-22  
A#: 03-118371  
AC: [initials] FLS: [initials] SS: [initials]  
DATE: 3-15-18





**Change Order # 18**

DATE: March 11, 2019

PROJECT: Mckinna Elementary School

**Cost associated with RFI 208- Add 2x6 and blocking at new location of beams and doubles (48 location)**

Description	Qty	Unit	Unit Price	Extension
2x6x14'	98		\$ 11.13	\$ 1,090.74
Material Subtotal				\$ 1,090.74
Material Sales Tax			7.75%	\$ 84.53
CA Additional Lumber Assessment			1.00%	\$ 10.91
Freight				
Material Total				\$ 1,186.18
Equipment				
Labor	32	hour	\$ 75.66	\$ 2,421.12
Subtotal				\$ 3,607.30
Profit & Overhead			15.00%	\$ 541.10
<b>Change Order Total</b>				<b>\$ 4,148.40</b>



**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> Abdellatif Enterprises, Inc.	<b>Trade:</b> Carpenter
<b>Address:</b> 26072 Merit Circle, Suite 103 Laguna Hills, CA 92653	<b>Local Union No.:</b> 409
<b>Telephone:</b> (949) 215-4790	<b>Classification:</b> Journeyman
	<b>Effective Date:</b> 07/01/18 to 03/31/19

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



# REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

**RFI No. : 208**

Project: McKinna Elementary School Reconstruction

Date: 02-11-19  
Discipline: Structural

## Subject: Classroom Roof Screen and Mechanical Pad Support

### DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S105		
8/S402		
9/S402		
9/S601		
10/S402		

### QUESTION

On each side of gridline CD, there are the following structural members for mechanical pad and roof screen support, 5.5x18 GLB (BLUE), DBL Joist (GREEN), and another 5.5x18" GLB (RED). See page 2 for reference. The heat pump pads are shown on the edge of the GLB and DBL on sheet S105. Platform and anchorage calls for 9/601 & 1/S601. These details do not show platform anchoring to the GLB or DBL. If the intent of the design is to anchor the equipment platforms to the GLB and DBL, this only leaves one GLB for the roof screen attachments. Per details 9 and 10 on S402 the roof screen requires 2 - GLB's. If the GLB and DBL are required for the mechanical equipment platform, see the sections on page 3 (NTS) with the two options for attaching the roof screen and kicker. Option one maintains the 1 to 1 rise/run required per 8/S402, option 2 will require lengthening the kicker to span from GLB to GLB.

Heatpump platform size requirements have been provided on pages4-6 for reference.

### SUGGESTION

- 1) Please confirm the intent is to anchor heat pump equipment platforms to the GLB and DBL per S105.
- 2) If the intent referenced is true, please advise, two possible options have been provided on page3.

### ANSWER

The mechanical platforms do not have to be anchored directly to a GLB or double joist. They can be anchored directly to blocking. The GLB and double joist needs to align with the HP mechanical platform such that the 4x sleeper cantilevers past the GLB and double joists. The much lighter RV's do not have to be aligned. See also plan note 5 where all joists below units weighing more than 200 lbs shall be doubled. In addition, screen wall posts should align with a GLB and braces should be attached to the GLB per plan. The 1:1 rise/run ratio is a maximum limit, therefore the brace can be at a shallower angle. This corresponds to Option2 provided.

PJC (MHP), 2/18/19



**REQUEST FOR INFORMATION  
FOR SUBCONTRACTOR ACTION**

**RFI No. : 208**

Project: McKinna Elementary School Reconstruction

Date: 02-11-19  
Discipline: Structural

**Subject: Classroom Roof Screen and Mechanical Pad  
Support**

<b>RESPONSE DISTRIBUTION</b>		
<b>Company</b>	<b>Contact</b>	<b>Date Sent</b>
Sheldon Mechanical Corp	Dillion Boute	2/27/2019
Abdellatif Enterprises Inc	Hazem Abdellatif	2/27/2019
Anderson Charnesky Structural Steel Inc	Kevin Charnesky	2/27/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

**Question Initiated By:** Cecilio Rodriguez - Abdellatif Enterprises Inc - Author Number:

**Submitted By:** Mitch Michaelis - Bernards



# REQUEST FOR INFORMATION

**RFI No.: 208**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 02-11-19  
Discipline: Structural

**Subject: Classroom Roof Screen and Mechanical Pad Support**

**Response Requested By: 02-18-2019**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S105		
8/S402		
9/S402		
9/S601		
10/S402		

### QUESTION

On each side of gridline CD, there are the following structural members for mechanical pad and roof screen support, 5.5x18 GLB (BLUE), DBL Joist (GREEN), and another 5.5x18" GLB (RED). See page 2 for reference. The heat pump pads are shown on the edge of the GLB and DBL on sheet S105. Platform and anchorage calls for 9/601 & 1/S601. These details do not show platform anchoring to the GLB or DBL. If the intent of the design is to anchor the equipment platforms to the GLB and DBL, this only leaves one GLB for the roof screen attachments. Per details 9 and 10 on S402 the roof screen requires 2 - GLB's. If the GLB and DBL are required for the mechanical equipment platform, see the sections on page 3 (NTS) with the two options for attaching the roof screen and kicker. Option one maintains the 1 to 1 rise/run required per 8/S402, option 2 will require lengthening the kicker to span from GLB to GLB.

Heatpump platform size requirements have been provided on pages4-6 for reference.

### SUGGESTION

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- 2) If the intent referenced is true, please advise, two possible options have been provided on page3.

### ANSWER

The mechanical platforms do not have to be anchored directly to a GLB or double joist. They can be anchored directly to blocking. The GLB and double joist needs to align with the HP mechanical platform such that the 4x sleeper cantilevers past the GLB and double joists. The much lighter RV's do not have to be aligned. See also plan note 5 where all joists below units weighing more than 200 lbs shall be doubled. In addition, screen wall posts should align with a GLB and braces should be attached to the GLB per plan. The 1:1 rise/run ratio is a maximum limit, therefore the brace can be at a shallower angle. This corresponds to Option 2 provided.  
PJC (MHP), 2/18/19

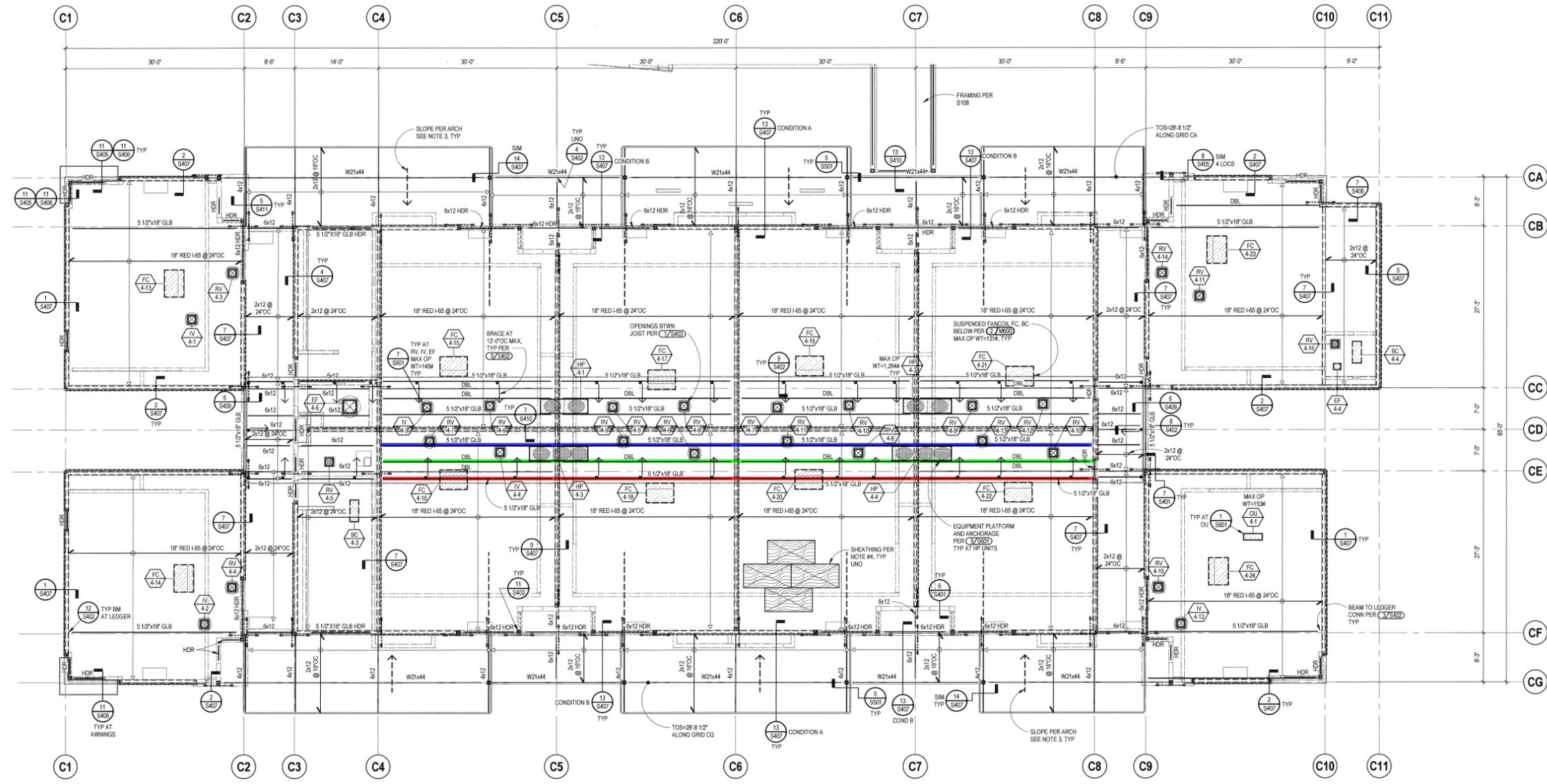
**Question Initiated By:** Cecilio Rodriguez - Abdellatif Enterprises Inc - Author Number:

**Submitted By:** Mitch Michaelis - Bernards

**ROOF FRAMING PLAN NOTES**

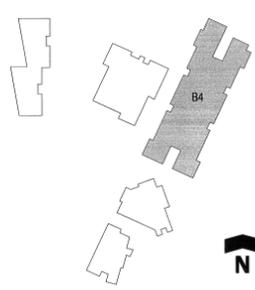
- SEE FLOOR FRAMING PLAN NOTES FOR ADDITIONAL APPLICABLE NOTES.
- TOP OF STRUCTURAL ROOF SHEATHING ELEVATION TO BE DETERMINED FROM ARCHITECTURAL DRAWINGS.
- TOP OF SLOPED ROOF SHALL HAVE A MINIMUM OF 1/4" FT DRAINAGE SLOPE. ALL ROOFS SLOPED PER ARCH DRAWINGS. SEE ARCH DRAWINGS FOR UNIQUE SLOPES INDICATED BY --->
- UNLESS NOTED OTHERWISE, ROOF SHEATHING SHALL BE 1/2" STRUCT. PLYWOOD (SPAN RATING 32/16), (SPAN RATING 32/16) BLOCKED, W/ 10d NAILS OR #10 SMS @ 8" O.C. (BEN.FN) OR (S.S.F.S). SEE DETAIL 3 ON SHEET S403.
- WHERE MECHANICAL UNIT OCCURS, DOUBLE JOIST PER DETAIL 2 ON SHEET S404 (NOT REQUIRED BELOW UNITS WEIGHING 200# OR LESS). ANCHOR UNITS PER DETAIL A ON SHEET S401.
- FOR FRAMING SPANS GREATER THAN 6'-0", PROVIDE WOOD BLOCKING AT THE LESSER OF MIDSPAN OR 8'-0". INSTALL BLOCKING PER APPLICABLE TYPICAL DETAILS.
- ALL MEMBERS RECEIVING STRAPPING SHALL HAVE 2 ROWS OF 8# TO DIAPHRAGM SHEATHING, EXCEPT AT STRAP LOCATION WHERE PLACED OVER PLYWOOD.
- INDICATES SIMPSON CMST14 STRAP PER DETAIL 1 ON SHEET S405, TYPICAL UNLESS NOTED OTHERWISE.
- INDICATES CONTINUOUS FULL HEIGHT BLOCKING. SEE DETAIL 1 C SHEET S405 FOR EXTENT.
- TOP PLATE SPLICES PER DETAIL 3 ON SHEET S404, TYP UNO.
- AT INTERIOR NON BEARING WALLS WHERE HEADERS ARE NOT CALLED OUT ON PLAN, SEE DETAIL 4 ON SHEET S401 OR DETAIL 5 ON SHEET S401 FOR SCHEDULE.
- WOOD BEAM TO WOOD BEAM CONNECTION PER DETAIL 3 ON SHEET S401. WOOD BEAM TO POST CONNECTION PER DETAIL 7 ON SHEET S401 OR DETAIL 9 ON SHEET S401, TYPICAL.
- PROVIDE 4x6 POST (MINIMUM) UNDER BEAMS SUPPORTING ROOF UNLESS NOTED OTHERWISE CONNECTION PER DETAIL 12 ON SHEET S402. PROVIDE 6x6 (MINIMUM) UNDER BEAMS SUPPORTING FLOOR UNLESS NOTED OTHERWISE CONNECTION PER DETAIL 12 ON SHEET S402.
- MECHANICAL EQUIPMENT WEIGHTS ARE NOTED ON DETAIL A ON SHEET S401.
- TOP OF INTERIOR BEARING PARTITION TO BE PER DETAIL 6 ON SHEET S401.
- AT SEISMIC SEPARATION THE DIMENSION NOTED IS FROM BUILDING FINISH TO BUILDING FINISH.

Answered  Pending  
RFI #: 115  
Description:  
B4 Clarification on Doubles



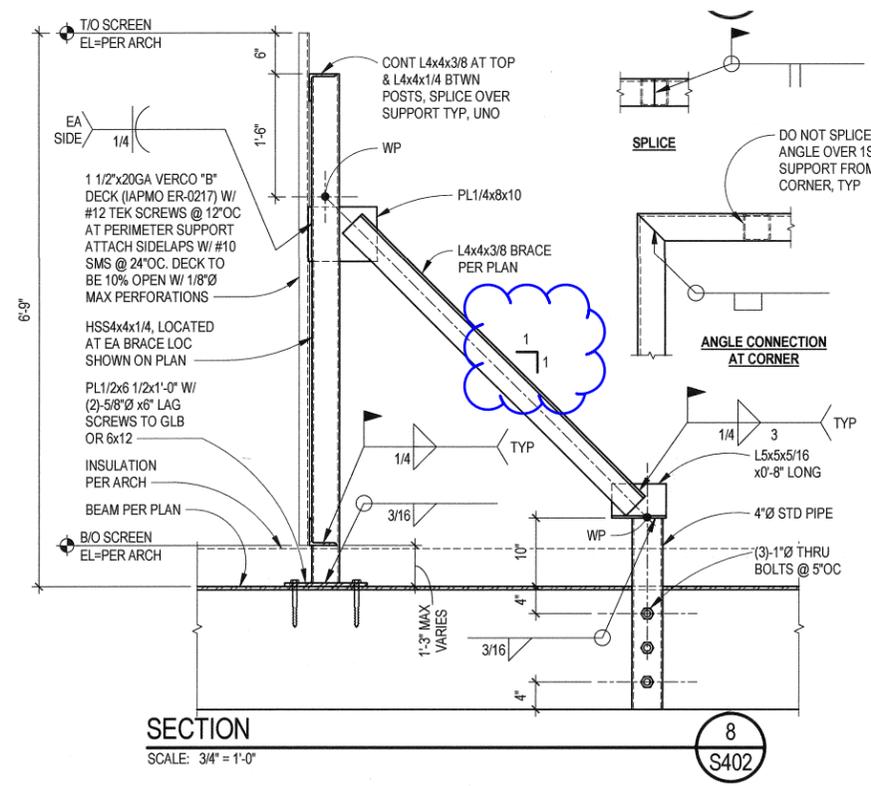
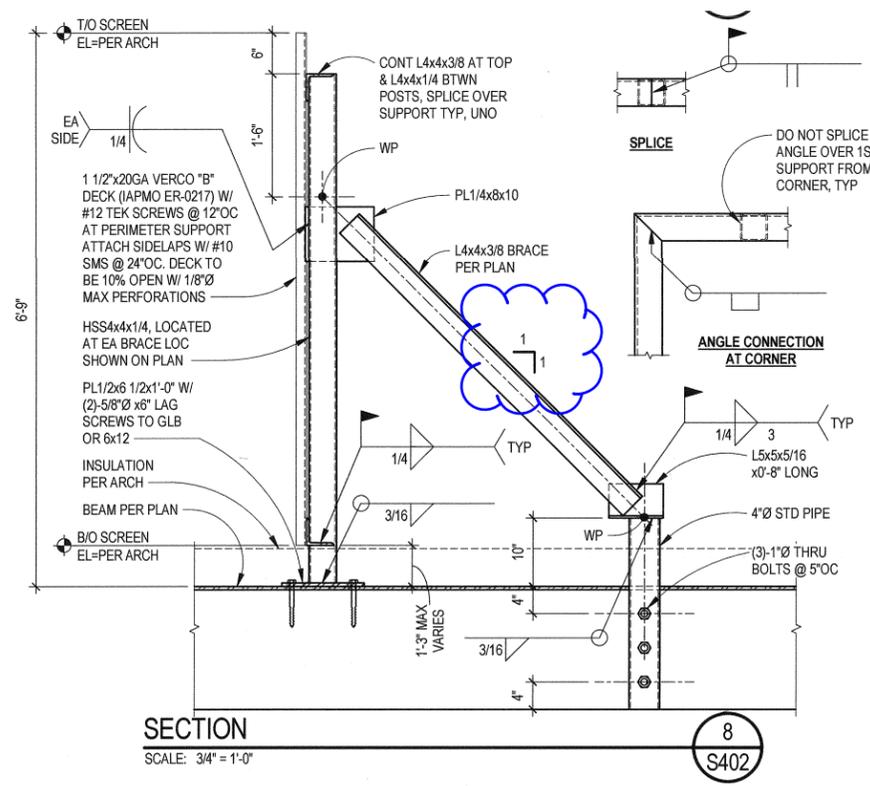
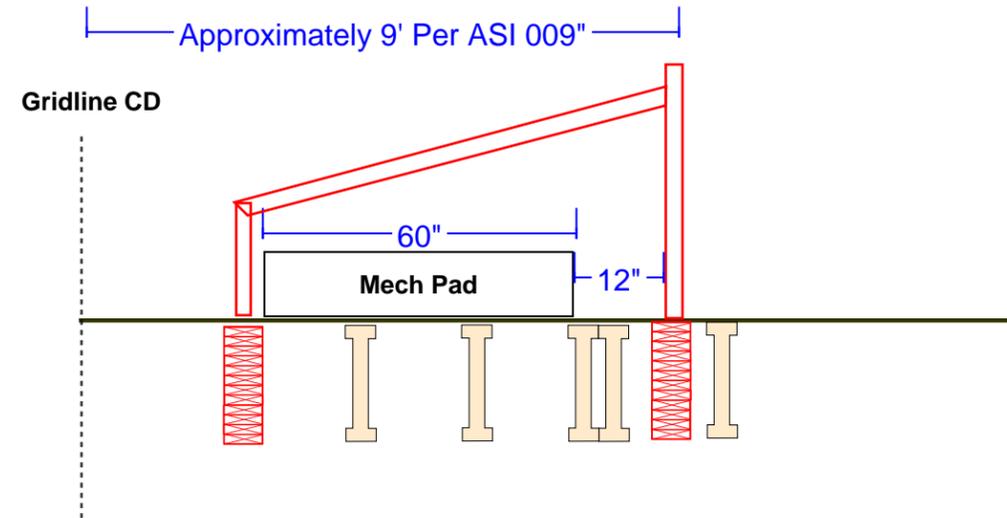
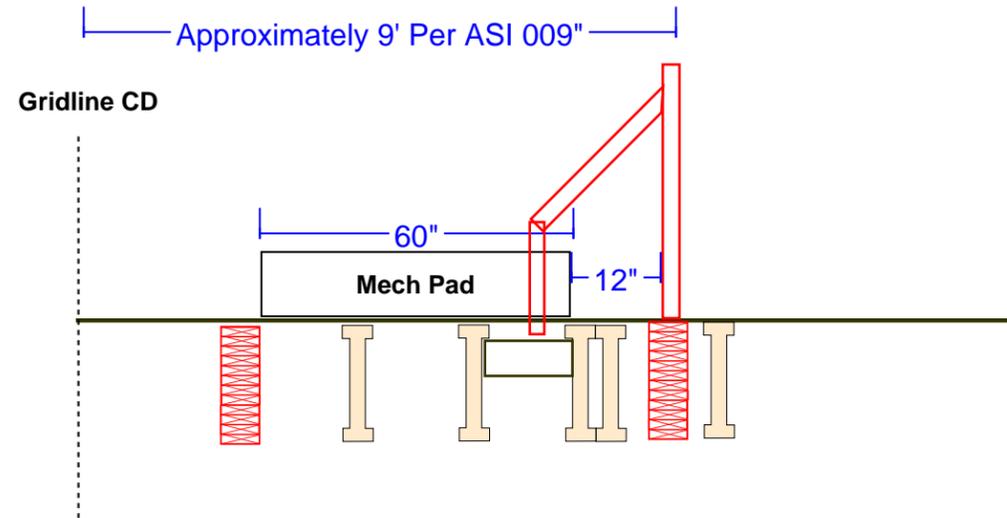
**LIST OF APPLICABLE TYPICAL DETAILS (FRAMING)**

DESCRIPTION	DETAIL	SHEET
TYPICAL WOOD FASTENING SCHEDULE	1	S401
TYPICAL CORNERS AND INTERSECTIONS AT WOOD STUD NON-SHEAR WALLS	2	S401
TYPICAL HOLES AND NOTCHES IN WOOD	3	S401
TYPICAL OPENING IN INTERIOR WOOD STUD WALL	4	S401
TYPICAL OPENING IN EXTERIOR WOOD STUD WALL	5	S401
TYPICAL INTERIOR NON-BEARING WOOD STUD PARTITION AT JOIST OR RAFTER	6	S401
TYPICAL WOOD BEAM TO WOOD POST	7	S401
TYPICAL WOOD BEAM TO STEEL COLUMN	8	S401
TYPICAL POST THROUGH FLOOR FRAMING	9	S401
TYPICAL WOOD NAILER AT STEEL BEAM	10	S401
TYPICAL JOIST TO WOOD BEAM CONNECTION	11	S401
TYPICAL JOIST TO STEEL BEAM CONNECTION	12	S402
TYPICAL WOOD BEAM HANGER SCHEDULE	2	S402
TYPICAL WOOD BEAM TO WOOD BEAM CONNECTION	3	S402
WOOD BEAM TO STEEL BEAM CONNECTION	4	S402
TYPICAL HORIZONTAL FRAMING AT OPENING BETWEEN JOIST OR RAFTER (2'-0\"/>		



IDENTIFICATION STAMP  
DIVISION OF REGULATION CT SERVICES  
FILE NO: 56-22  
AP: 03-118371  
AC: [initials] FLS: [initials] SS: [initials]  
DATE: 3-5-18

NTS- Not to Scale



**Option 1 - Roof screen kicker attaches to blocking**

**Option 1 - Roof screen kicker spans from GLB to GLB, 1 to 1 rise/run not maintained per 8/S402**



**Change Order # 20**

DATE: April 26, 2019

PROJECT: Mckinna Elementary School

**Delete hardlid ceiling in MPR kitchen**

Description	Qty	Unit	Unit Price	Extension
2x6x20	30		\$ 19.25	\$ 577.50
U26	50		\$ 1.38	\$ 69.00
Material Subtotal				\$ 646.50
Material Sales Tax			7.75%	\$ 50.10
CA Additional Lumber Assessment			1.00%	\$ 5.78
Freight				
Material Total				\$ 702.38
Equipment				
Labor	16	hour	\$ 75.66	\$ 1,213.44
Subtotal				\$ 1,915.82
Profit & Overhead			15.00%	\$ 287.37
<b>Change Order Total</b>				<b>\$ (2,203.19)</b>



**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> Abdellatif Enterprises, Inc.	<b>Trade:</b> Carpenter
<b>Address:</b> 26072 Merit Circle, Suite 103 Laguna Hills, CA 92653	<b>Local Union No.:</b> 409
<b>Telephone:</b> (949) 215-4790	<b>Classification:</b> Journeyman
	<b>Effective Date:</b> 07/01/18 to 03/31/19

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



# REQUEST FOR INFORMATION

**RFI No.: 252**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 04-04-19  
Discipline: Architectural

**Subject: Ceiling in kitchen @ MPR**

**Response Requested By: 04-11-2019**

## DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

## QUESTION

Due to the number of access panels required in the ceiling of the kitchen, would it be acceptable to change the ceiling to a t-bar with washable tiles?

## ANSWER

This is acceptable. A PR will be issued for this change.

Kevin Griendling, AIA

Response Provided By: \_\_\_\_\_ Perkins Eastman 04.24.19  
 Name Company Date

**Question Initiated By:** Arvind Balaji - Bernards

**Submitted By:** Arvind Balaji - Bernards



**Change Order #**

**22**

DATE: May 10, 2019

PROJECT: Mckinna Elementary School

**Cost associated with RFI 254 CCD 012 not for detail 7/S409- Frame handrail**

Description	Qty	Unit	Unit Price	Extension
2x6x8'	156		\$ 7.20	\$ 1,123.20
A34	200		\$ 0.25	\$ 50.00
LTP4	100		\$ 0.27	\$ 27.00
H2.5A	200		\$ 0.38	\$ 76.00
1 1/2 x .148 PP Nails	3	boxes	\$ 31.94	\$ 95.82
Material Subtotal				\$ 1,372.02
Material Sales Tax			7.75%	\$ 106.33
CA Additional Lumber Assessment			1.00%	\$ 11.23
Freight				
Material Total				\$ 1,489.58
Equipment				
Labor	96	hour	\$ 75.66	\$ 7,280.64
Subtotal				\$ 8,770.22
Profit & Overhead			15.00%	\$ 1,315.53
<b>Change Order Total</b>				<b>\$ 10,085.75</b>



**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> <u>Abdellatif Enterprises, Inc.</u>	<b>Trade:</b> <u>Carpenter</u>
<b>Address:</b> <u>26072 Merit Circle, Suite 103</u> <u>Laguna Hills, CA 92653</u>	<b>Local Union No.:</b> <u>409</u>
<b>Telephone:</b> <u>(949) 215-4790</u>	<b>Classification:</b> <u>Journeyman</u>
	<b>Effective Date:</b> <u>07/01/18 to 03/31/19</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



# REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

**RFI No. : 254**

Project: McKinna Elementary School Reconstruction

Date: 04-05-19  
Discipline: Structural

## Subject: 2nd floor walkway railing support detail

### DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A521	A2, and A5	
S409	7, and 9	

### QUESTION

Building 4, Second floor walkway railing call for wood frame rail, on architectural sheets, with siding front & back at sections bisected by gridlines C5 & C7. Structural sheets show steel railing at these areas. We need details on how to support the wood framed sections of the guard rails

### ANSWER

See attached SK-36 and SK-37.

PJC MHP4/30/2019

### RESPONSE DISTRIBUTION

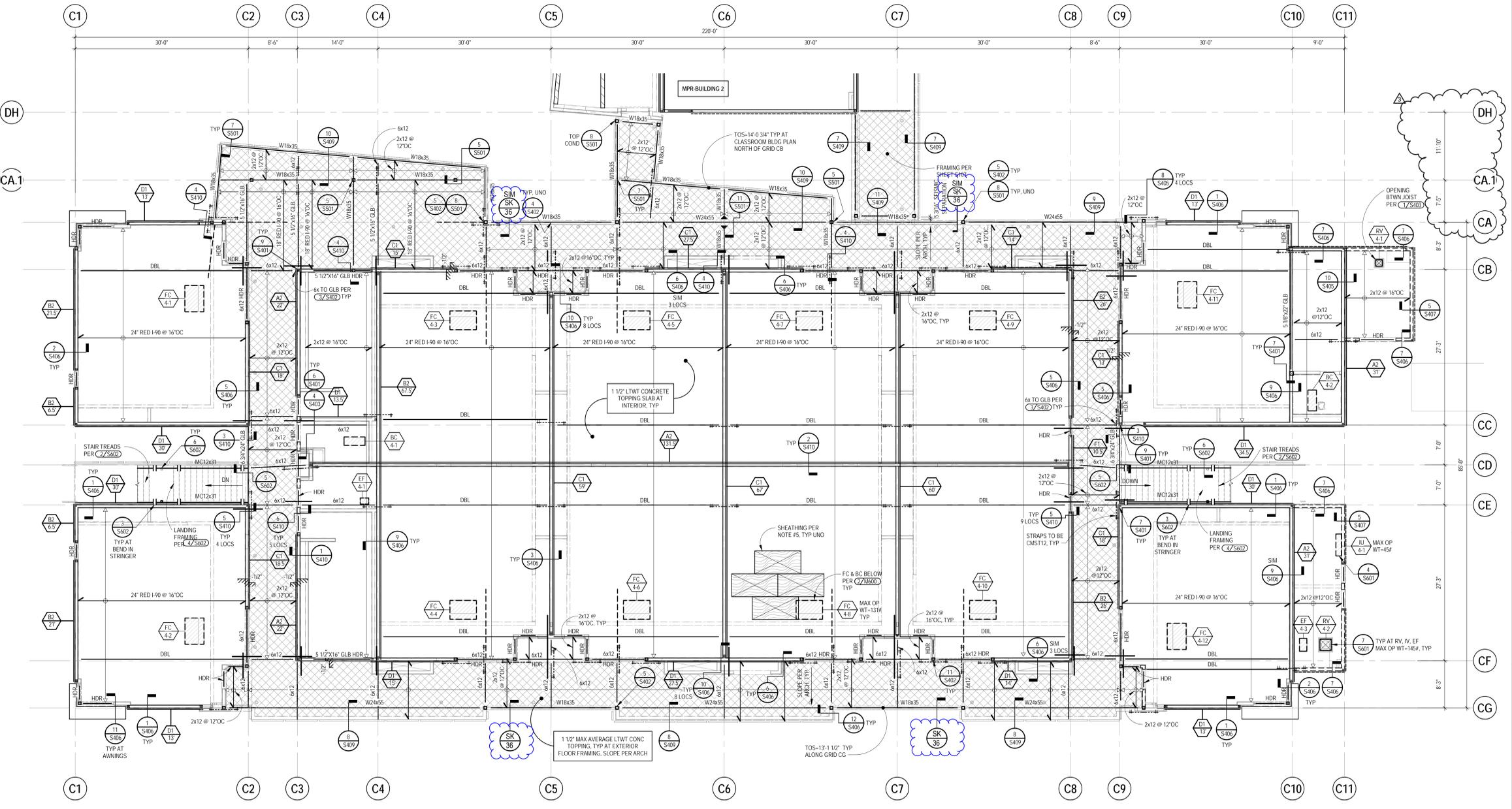
Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	5/3/2019

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Terry Root - Bernards  
Submitted By: Arvind Balaji - Bernards

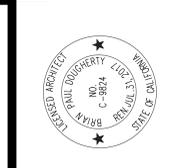
LIST OF APPLICABLE TYPICAL DETAILS (FRAMING)		
DESCRIPTION	DETAIL	SHEET
TYPICAL WOOD FASTENING SCHEDULE	1	S401
TYPICAL CORNERS AND INTERSECTIONS AT WOOD STUD NON-BEARING WALLS	2	S401
TYPICAL HOLES AND NOTCHES IN WOOD	3	S401
TYPICAL OPENING IN INTERIOR WOOD STUD WALL	4	S401
TYPICAL OPENING IN EXTERIOR WOOD STUD WALL	5	S401
TYPICAL INTERIOR NON-BEARING WOOD STUD PARTITION AT JOIST OR RAFTER	6	S401
TYPICAL WOOD BEAM TO STEEL COLUMN	7	S401
TYPICAL POST THROUGH FLOOR FRAMING	8	S401
TYPICAL WOOD NAILER AT STEEL BEAM	9	S401
TYPICAL JOIST TO WOOD BEAM CONNECTION	10	S401
TYPICAL JOIST TO STEEL BEAM CONNECTION	11	S401
TYPICAL WOOD BEAM HANGER SCHEDULE	2	S402
TYPICAL WOOD BEAM TO WOOD BEAM CONNECTION	3	S402
TYPICAL WOOD BEAM TO STEEL BEAM CONNECTION	4	S402
TYPICAL HORIZONTAL FRAMING AT OPENING (4'-0" MAX)	1	S403
TYPICAL HORIZONTAL FRAMING AT OPENING (4'-0" MAX)	2	S403
TYPICAL NON-BEARING WOOD STUD PARTITION AT CONCRETE OR WOOD FRAMING	4	S403

- SECOND FLOOR FRAMING PLAN NOTES**
- SEE GENERAL NOTES SHEET(S) FOR APPLICABLE NOTES, ABBREVIATIONS AND PLAN SYMBOLS LEGEND. SEE PLAN SHEET FOR LIST OF APPLICABLE TYPICAL DETAILS NOT CALLED OUT ON PLANS. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.
  - FINISH FLOOR ELEVATION = PER ARCHITECT. TOP OF SHEATHING = 2' 11" BELOW FINISH FLOOR TYPICAL, UNLESS NOTED OTHERWISE. -1" INDICATES VARIATIONS FROM TOP OF SHEATHING.
  - AT DRAG BEAMS INDICATED ON PLAN, PROVIDE BOUNDARY NAILING ALONG FULL LENGTH OF DRAG BEAM.
  - WHERE HEADERS ARE NOT CALLED OUT ON PLAN, SEE DETAIL 4 ON SHEET S401 OR DETAIL 5 ON SHEET S401 FOR SCHEDULE.
  - UNLESS NOTED OTHERWISE, FLOOR SHEATHING SHALL BE 3/4" STRUCT 1 PLYWOOD (SPAN RATING 48/24), BLOCKED, W/ 10d NAILS OR #10 SMS @ 4" x 12" (BN EN FN) OR (BS, ES, FS). PROVIDE 1/2" LTWT CONC TOPPING TYP UNO.
  - AT SEISMIC WIND DRAG STRAP, WHERE INDICATED ON PLAN, SEE TYPICAL DRAG DETAIL 1S405 FOR STRAP CONFIGURATION.
  - PROVIDE CONSTRUCTION GLUE BETWEEN ALL FLOOR SHEATHING AND BEAMS AND JOISTS.
  - FOR FRAMING SPANS GREATER THAN 6'-0", PROVIDE WOOD BLOCKING AT THE LESSER OF MIDSPAN OR 8'-0". INSTALL BLOCKING PER APPLICABLE TYPICAL DETAILS.
  - SEE ARCHITECTURAL AND MECHANICAL DRAWINGS FOR PRECISE SIZE AND LOCATIONS OF FLOOR AND ROOF PENETRATIONS.
  - SEE ARCHITECTURAL PLANS FOR SLOPES NOT SHOWN ON PLAN.
  - UNLESS NOTED OTHERWISE, ALL EXTERIOR AND INTERIOR WALLS SHALL BE FRAMED W/ 2x6 STUDS @ 16"OC.
  - SEE SHEET S404 FOR TYPICAL SHEAR WALL ELEVATIONS, SCHEDULES AND DETAILS.
  - SEE A/S404 FOR HOLD-DOWNS AT EACH END OF SHEAR WALLS. ADDITIONAL HOLD-DOWNS ARE INDICATED ON PLAN WHERE THEY OCCUR.
  - JAMB POSTS PER DETAIL 4 ON SHEET S401 OR DETAIL 5 ON SHEET S401 ARE NOT SHOWN ON PLAN BUT SHALL BE INSTALLED PER THE DETAILS AND WHERE WALL OPENINGS DO NOT STACK. UPPER WALL OPENING JAMB POST SHALL BE REPEATED AT FLOORS BELOW DOWN TO THE FOUNDATION WITH SOLID BLOCKING PER DETAIL 9 ON SHEET S401.
  - SEE ARCHITECTURAL DRAWINGS FOR NON-BEARING WALL LOCATIONS, SOFFITS, FURRING AND DIMENSIONS NOT SHOWN ON PLAN.
  - ALL MEMBERS RECEIVING STRAPPING SHALL HAVE 2 ROWS OF BN TO DIAPHRAGM SHEATHING, EXCEPT AT STRAP LOCATION WHERE PLACED OVER PLYWOOD.
  - INDICATES SIMPSON CMST14 STRAP PER DETAIL 1A OR 1B ON SHEET S405, TYPICAL UNLESS NOTED OTHERWISE.
  - INDICATES FULL HEIGHT BLOCKING AND STRAP PER DETAIL 1C ON SHEET S405. BLOCKING EXTENT PER DETAIL 1C ON SHEET S405.
  - TOP PLATE SPLICES PER DETAIL 3 ON SHEET S404, TYP UNO.
  - WOOD BEAM TO WOOD BEAM CONNECTION PER DETAIL 3 ON SHEET S402. JOIST BEAM CONNECTION PER DETAIL 11 ON SHEET S401.
  - PROVIDE #6 POST (MINIMUM) UNDER BEAMS SUPPORTING ROOF UNLESS NOTED OTHERWISE. PROVIDE #6 (MINIMUM) UNDER BEAMS SUPPORTING FLOOR UNLESS NOTED OTHERWISE.
  - WOOD BEAM TO WOOD BEAM CONNECTION PER DETAIL 3 ON SHEET S402. JOIST BEAM CONNECTION PER DETAIL 11 ON SHEET S401. WOOD BEAM TO POST CONNECTION PER DETAIL 7 ON SHEET S401 OR DETAIL 9 ON SHEET S401, TYPICAL.
  - POST SHOWN ON PLAN ARE TO BE THE SAME SIZE AS POST BELOW, UNO.
  - AT STEEL BEAMS BELOW SHEATHING, PROVIDE 3x NAILER WITH 5d10 THREADED WELDED STUDS @ 16"OC.
  - INDICATES HOLD-DOWN PER DETAIL 10 ON SHEET S406 OR DETAIL 5 ON SHEET S401.
  - TO INTERIOR PARTITION CONNECTION TO STRUCTURE PER DETAIL 6 ON SHEET S401.



**SK-37**  
**CLASSROOMS (B4) - SECOND FLOOR**

IDENTIFICATION STAMP	
DIV/OFFICE OF REGULATION CT SERVICES	
FILE NO: 56-22	
AF: 03-118371	
AC: FLS SS	
DATE:	



**MHP**  
 STRUCTURAL ENGINEERS  
 3900 Cover Street  
 Long Beach, CA 90808  
 562.583.1011 F  
 562.583.1011 P  
 MHP IN 17408400

**MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION**  
**CLASSROOMS (B4)-SECOND FLOOR**  
**FRAMING PLAN**  
 OXNARD SCHOOL DISTRICT  
 16111 SOUTH J STREET  
 OXNARD, CA 93033

JOB	14-0999-00
SCALE	AS NOTED
PM	
DATE	03-15-2018
	05-31-2018

**CLASSROOMS (B4)-SECOND FLOOR**  
**FRAMING PLAN**

COSTA MESA | OAKLAND  
 www.dougherty.us

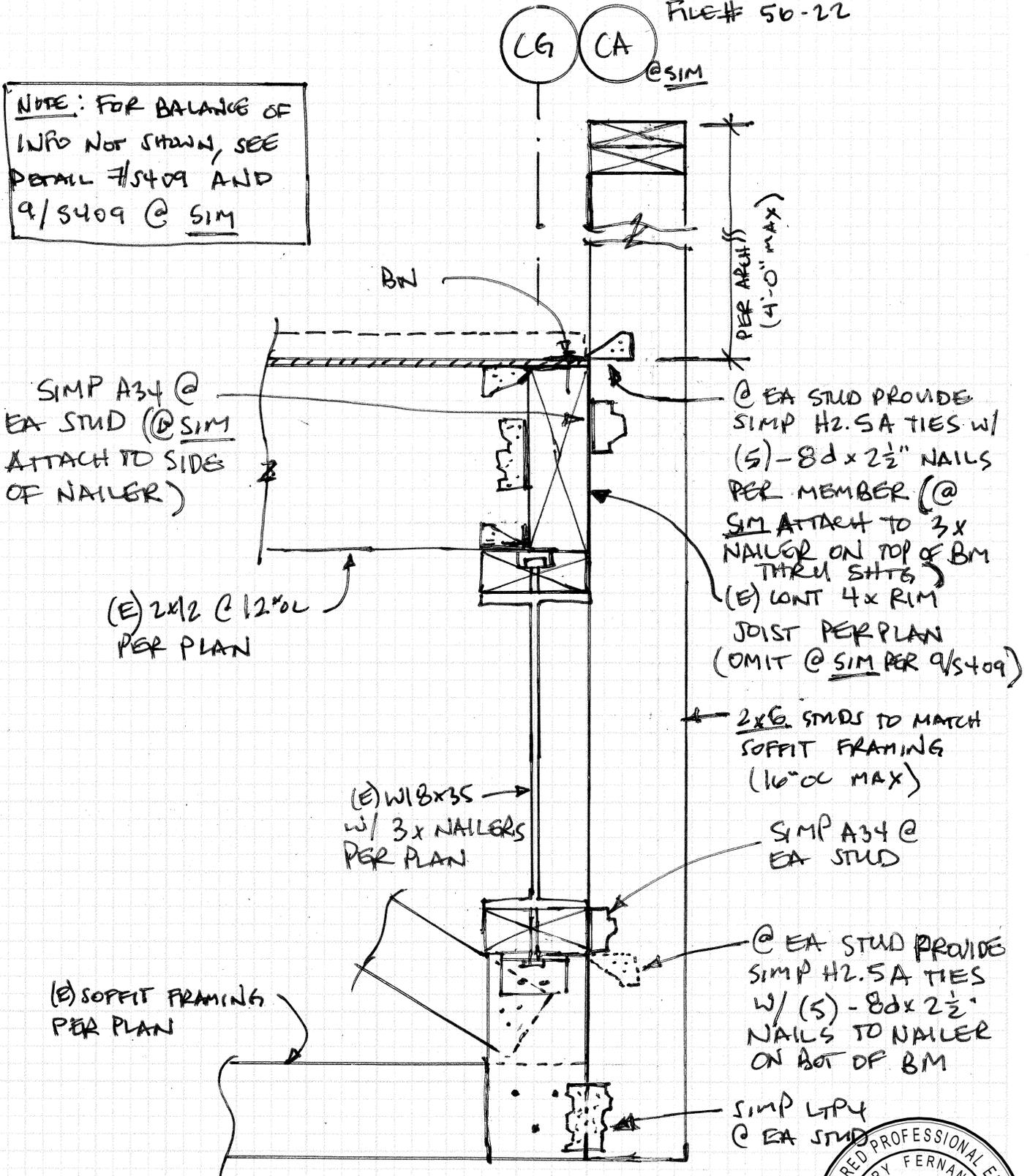
**S104**

CUD# 012

Att 03-118371

File# 50-22

NOTE: FOR BALANCE OF INFO NOT SHOWN, SEE DETAIL 7/5409 AND 9/5409 @ SIM



BALCONY GUARDRAIL

SCALE: NTS

SK  
36

NEW DTL





180 N Sherman Ave  
 Corona, CA. 92882  
 (951) 734-6262 Phone  
 (951) 734-6464 Fax

**CHANGE ORDER: C3014152**  
**DEDUCT**

Attn: ARVIND  
 To: BERNARDS  
 555 FIRST ST  
 SAN FERNANDO, CA 91340

Date: April 30, 2019

Phone: 818 898 1521  
 Fax:

Ship To: MCKINNA ES  
 1611 SOUTH J STREET  
 OXNARD, CA 93033

PER PR 13

2680 DEDUCT  
 SFT TACKWALL

MATERIAL \$ (15,630.00)  
 TAX \$ (1,211.33)  
 LABOR \$ (4,426.92)  
 P&O (\$2,126.80)

4 MARKERWAL  
 10 X 20

Please sign & print name and return to [bmartinez@claridgewest.com](mailto:bmartinez@claridgewest.com)

TOTAL \$ **\$ (23,395.05)**

*Brian Martinez*  
 Brian Martinez Project Manager

- Labor Subcontract's Price Will Include:
- \*\*Procure & Maintain Insurance Coverage per the Attached Specifications.
  - \*\*All Required Certified Payrolls.
  - \*\*Daily Time Sheets/Progress
  - \*\*Clean-Up on a Daily Basis

**NO WAIVER, ALTERATION OR MODIFICATION TO THIS PURCHASE ORDER SHALL BE VALID  
 UNLESS MADE IN WRITING & SIGNED BY ISSUING INDIVIDUAL.**

## HOURLY LABOR COST RATES

**Sub/Contractor:** RCB Specialties                      **Trade:** Carpenter  
**Date:** \_\_\_\_\_    **Classification:** Journeyman  
**Project:** \_\_\_\_\_  
**Rate Effective Through:** June 30, 2019                      **Union :**  **Non Union:**

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 42.41	\$ 63.62	\$ 84.82
Vacation & Holiday Accrual	\$ 6.19	\$ 6.19	\$ 6.19
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 48.60</b>	<b>\$ 69.81</b>	<b>\$ 91.01</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security	\$ 2.32	\$ 2.32	\$ 2.32
Medicare	\$ 0.66	\$ 0.66	\$ 0.66
FUI	\$ 0.27	\$ 0.27	\$ 0.27
SUI	\$ 2.81	\$ 2.81	\$ 2.81
Workers Compensation Insurance	\$ 12.42	\$ 12.42	\$ 12.42
General Liability Insurance (If Applicable)	\$ 1.48	\$ 1.48	\$ 1.48
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 19.96</b>	<b>\$ 19.96</b>	<b>\$ 19.96</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 7.50	\$ 7.50	\$ 7.50
Pension & Retirement (or equivalent)	\$ 4.91	\$ 4.91	\$ 4.91
Training (or equivalent)	\$ 1.01	\$ 1.01	\$ 1.01
<b>Hourly Benefits Subtotal</b>	<b>\$ 13.42</b>	<b>\$ 13.42</b>	<b>\$ 13.42</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 81.98</b>	<b>\$ 103.19</b>	<b>\$ 124.39</b>

Factors NOT allowed in the above hourly labor cost rates:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>1. Overhead</li> <li>2. Profit</li> <li>3. Vehicle &amp; transportation expenses</li> <li>4. Small tools</li> </ul> | <ul style="list-style-type: none"> <li>5. Consumables</li> <li>6. Bonus or incentive payments</li> <li>7. Communications</li> <li>8. Supervision</li> </ul> |
|--|---|

# PROPOSAL REQUEST

## McKinna Elementary School

Number

# 13

**Contractor** Bernards

**Owner** Oxnard School District

**Contract Start Date** 07.16.18

**Date Issued** 04.23.19

---

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

**Subject: Marker and Tack Boards and Coat Hooks Revision**

See attached interior elevations for revised design of marker boards, tack boards, and coat hooks.

*This is not a change of contract. Do not proceed with the work described until notified by the Owner.*

**Attachments**

None

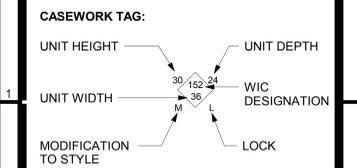
**Lead  
Signature**

---

Kevin Griendling, AIA  
Perkins Eastman Dougherty



### INT. ELEVATION LEGEND



**CASEWORK TAG:**  
UNIT HEIGHT  
UNIT WIDTH  
UNIT DEPTH  
WIC DESIGNATION  
LOCK  
MODIFICATION TO STYLE

**CASEWORK NOTES:**  
1. PROVIDE LOCKS FOR CABINET DRAWERS AND DOORS, TYP.  
2. REFER TO MANUAL OF MILLWORK BY WOODWORK INSTITUTE OF CALIFORNIA FOR WIC DESIGNATION.

**BACKING FOR CASEWORK MOUNTING:**  
J10 A551, E10 A551, G8 A551

**SLIDING MARKERBOARD PANEL:**  
J6 A551, E4 A551

**TACKABLE WALL:**  
L10 A551

**VIDEO DISPLAY MOUNT:**  
G6 A551

**SINK CABINET:**  
A8 A551

**SLIDING MARKER BOARD:**



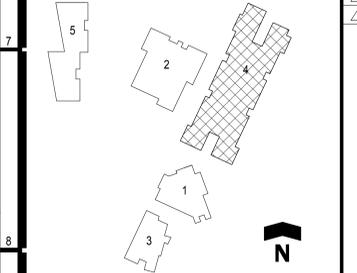
**INTERIOR ELEVATION NOTES**

- 1. CLASSROOM INTERIOR ELEVATIONS ARE SHOWN IN ONE ORIENTATION WITH SIMILAR ROOMS INDICATED. SEE THE FLOOR PLANS FOR MIRRORED AND REVERSED CONDITIONS AND COORDINATE INSTALLATION.
- 2. 1/2" SQUARE REGLET REVEAL REFER TO A551
- 3. PER TABLES 11B-604.9, 11B-606.3, 11B-606.3, AND FIGURE 11B-306.3, KINDERGARTEN SINK ELEVATIONS 31" MAX TO RIM, PARALLEL APPROACH PERMITTED.

### INTERIOR ELEVATION NOTES

- 1. CLASSROOM INTERIOR ELEVATIONS ARE SHOWN IN ONE ORIENTATION WITH SIMILAR ROOMS INDICATED. SEE THE FLOOR PLANS FOR MIRRORED AND REVERSED CONDITIONS AND COORDINATE INSTALLATION.
- 2. 1/2" SQUARE REGLET REVEAL REFER TO A551
- 3. PER TABLES 11B-604.9, 11B-606.3, 11B-606.3, AND FIGURE 11B-306.3, KINDERGARTEN SINK ELEVATIONS 31" MAX TO RIM, PARALLEL APPROACH PERMITTED.

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	02/09/2017
ADD 1	04.17.18
PR_012	04.02.19
PR_13	04.23.19



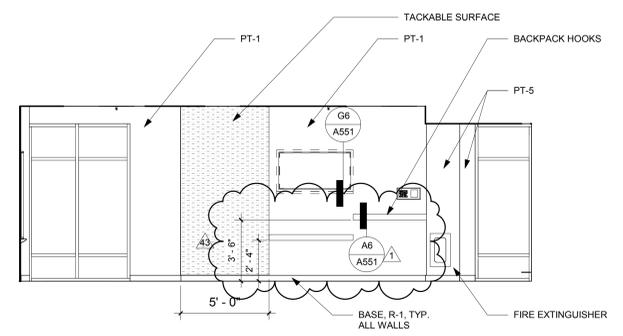
IDENTIFICATION STAMP  
DIVISION OF REGULATION & SERVICES  
FILE NO: 56-22  
A#: 03-118371  
AC: FLS SS  
DATE: \_\_\_\_\_



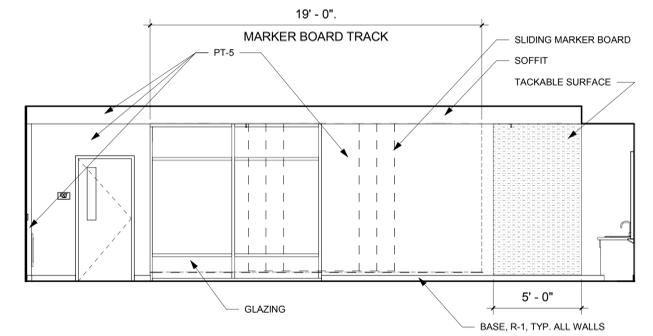
MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION  
OXNARD SCHOOL DISTRICT  
16111 SOUTH J STREET, OXNARD, CA 93033

CLASSROOM (B4) INTERIOR ELEVATIONS

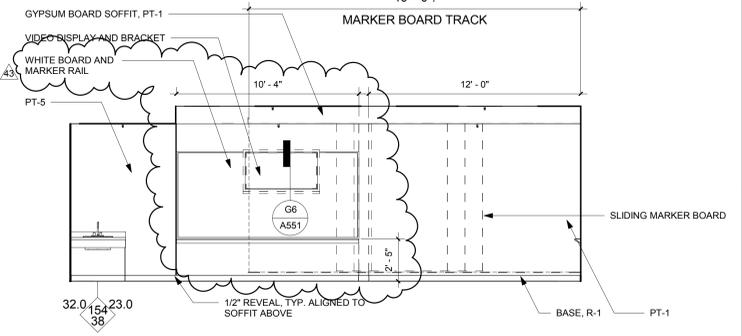
A402



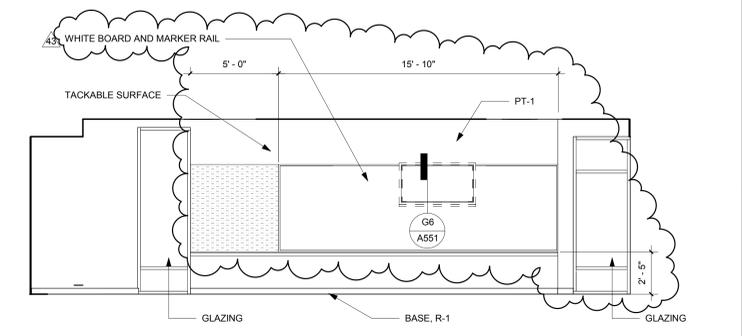
**CLASSROOM 401 - NORTH ELEVATION J2**  
SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442  
1/4" = 1'-0"



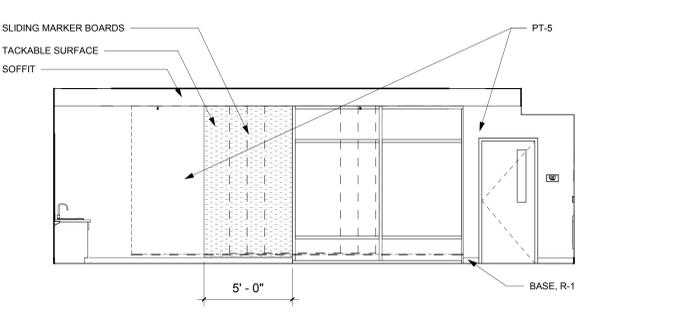
**CLASSROOM 401 - EAST ELEVATION E2**  
SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442  
1/4" = 1'-0"



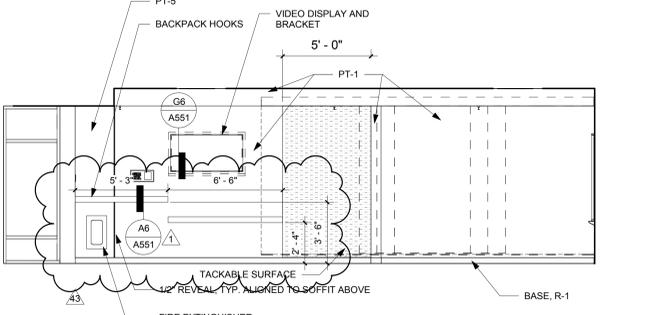
**CLASSROOM 401 - SOUTH ELEVATION A2**  
SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442  
1/4" = 1'-0"



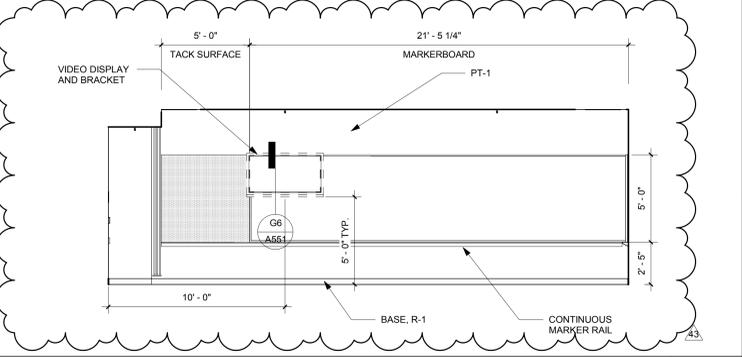
**CLASSROOM 401 - WEST ELEVATION A4**  
SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442  
1/4" = 1'-0"



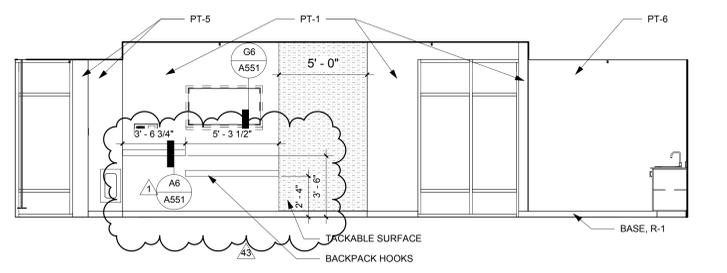
**TYPICAL CLASSROOM 403 - NORTH ELEVATION J6**  
SIMILAR FOR CLASSROOMS 404, 405, 406, 407, 408, 409, 410, 433, 434, 435, 436, 437, 438, 439, 440, 230, 231, 232  
1/4" = 1'-0"



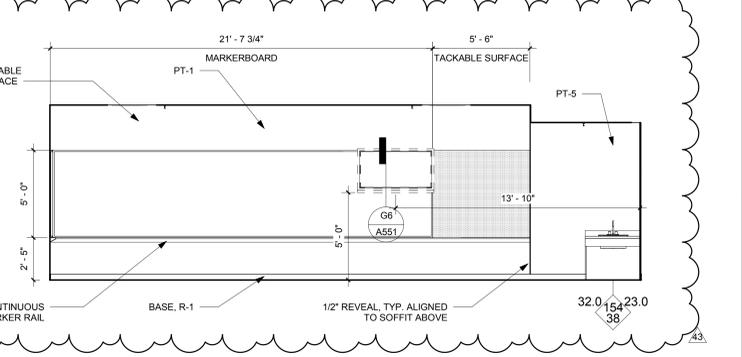
**TYPICAL CLASSROOM 403 - EAST ELEVATION E6**  
SIMILAR FOR CLASSROOMS 404, 405, 406, 407, 408, 409, 410, 433, 434, 435, 436, 437, 438, 439, 440, 230, 231, 232  
1/4" = 1'-0"



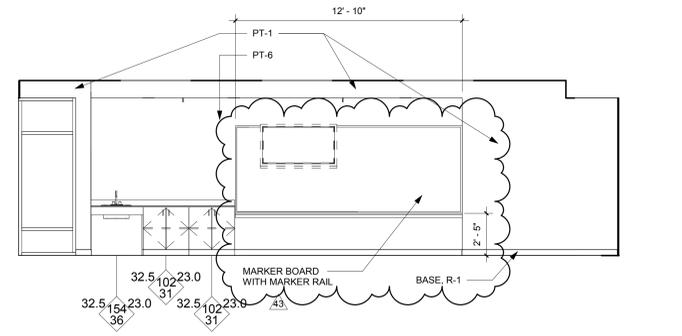
**TYPICAL CLASSROOM 403 - SOUTH ELEVATION A6**  
SIMILAR FOR CLASSROOMS 404, 405, 406, 407, 408, 409, 410, 433, 434, 435, 436, 437, 438, 439, 440, 230, 231, 232  
1/4" = 1'-0"



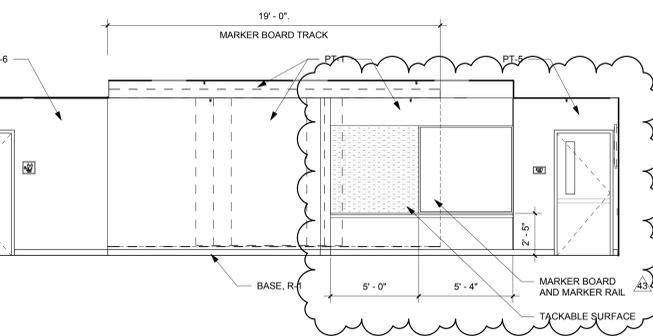
**CLASSROOM 411 - NORTH ELEVATION J8**  
SIMILAR FOR CLASSROOMS 441  
1/4" = 1'-0"



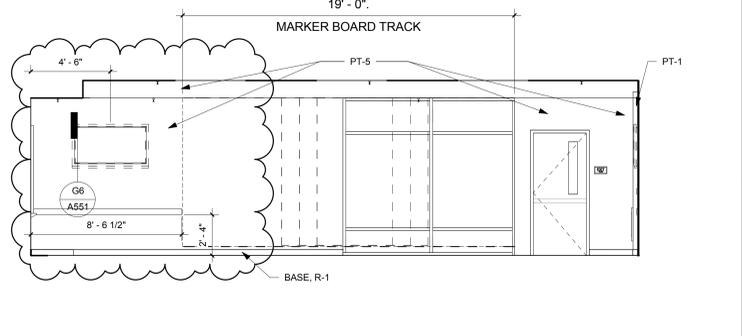
**TYPICAL CLASSROOM 403 - WEST ELEVATION A8**  
SIMILAR FOR CLASSROOMS 404, 405, 406, 407, 408, 409, 410, 433, 434, 435, 436, 437, 438, 439, 440, 230, 231, 232  
1/4" = 1'-0"



**CLASSROOM 411 - EAST ELEVATION J10**  
SIMILAR FOR CLASSROOMS 441  
1/4" = 1'-0"



**CLASSROOM 411 - SOUTH ELEVATION E10**  
SIMILAR FOR CLASSROOMS 441  
1/4" = 1'-0"

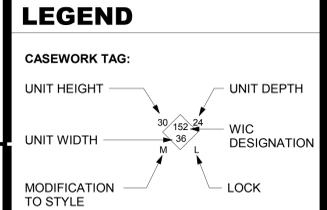


**CLASSROOM 411 - WEST ELEVATION A10**  
SIMILAR FOR CLASSROOMS 441  
1/4" = 1'-0"

M L K J H G F E D C B A



### INT. ELEVATION LEGEND



**CASEWORK NOTES:**  
 1. PROVIDE LOCKS FOR CABINET DRAWERS AND DOORS, TYP.  
 2. REFER TO MANUAL OF MILLWORK BY WOODWORK INSTITUTE OF CALIFORNIA FOR WI DESIGNATION.

**BACKING FOR CASEWORK MOUNTING:**



**SLIDING MARKERBOARD PANEL:**



**TACKABLE WALL:**



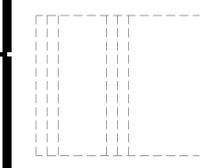
**VIDEO DISPLAY MOUNT:**



**SINK CABINET:**

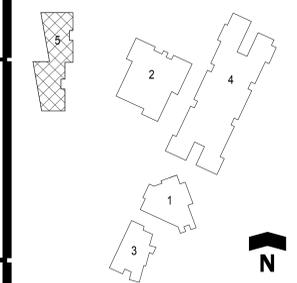


**SLIDING MARKER BOARD:**



### INTERIOR ELEVATION NOTES

- CLASSROOM INTERIOR ELEVATIONS ARE SHOWN IN ONE ORIENTATION WITH SIMILAR ROOMS INDICATED. SEE THE FLOOR PLANS FOR MIRRORED AND REVERSED CONDITIONS AND COORDINATE INSTALLATION.
- 1/2" SQUARE REGLET REVEAL REFER TO J7 A551
- PER TABLES 11B-604.9, 11B-606.3, 11B-606.3, AND FIGURE 11B-306.3, KINDERGARTEN SINK ELEVATIONS 31" MAX TO RIM, PARALLEL APPROACH PERMITTED.



IDENTIFICATION STAMP  
 DIVISION OF REGULATION & SERVICES

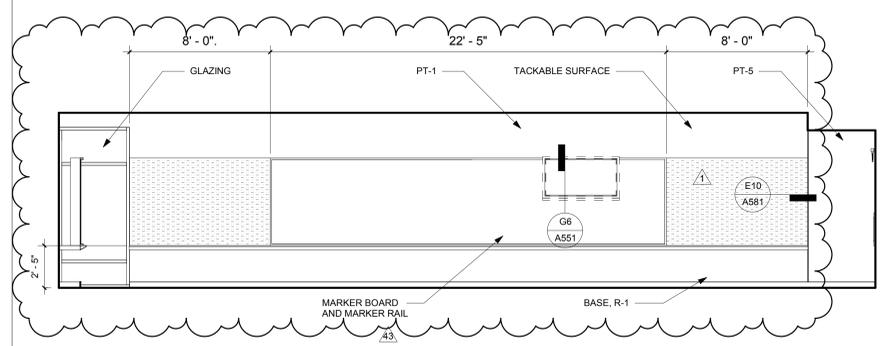
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 AR: 03-118371  
 AC: \_\_\_\_\_ FLS: \_\_\_\_\_ SS: \_\_\_\_\_  
 DATE: \_\_\_\_\_



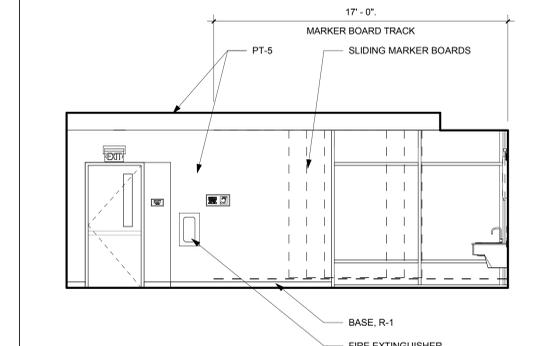
COSTA MESA | OAKLAND  
 www.dougherty.us

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION  
 OXNARD SCHOOL DISTRICT  
 16111 SOUTH J STREET, OXNARD, CA 93033  
 KINDERGARTEN (B5) INTERIOR ELEVATIONS

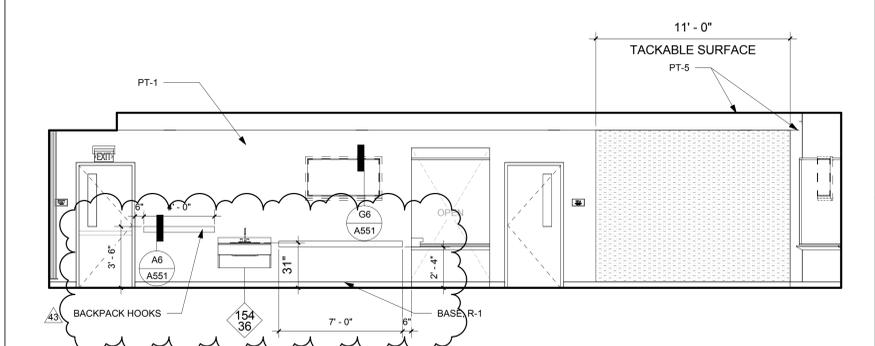
**A404**



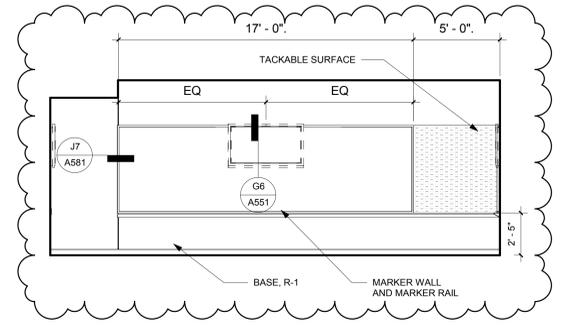
**KINDERGARTEN CLASSROOM 502 - NORTH ELEVATION H2**  
 1/4" = 1'-0"



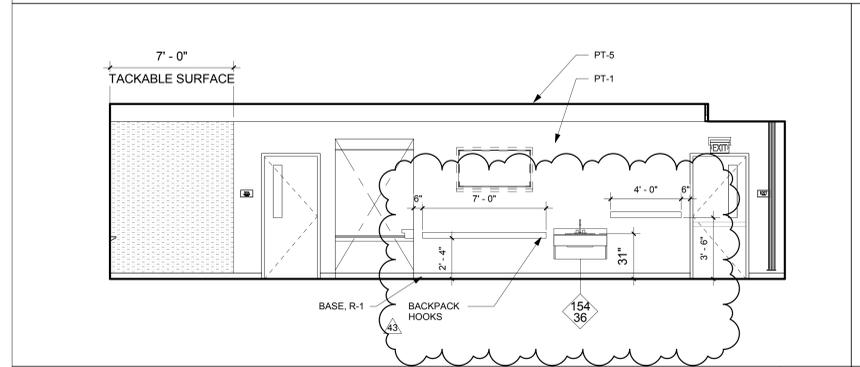
**KINDERGARTEN CLASSROOM 502 - EAST ELEVATION E2**  
 1/4" = 1'-0"



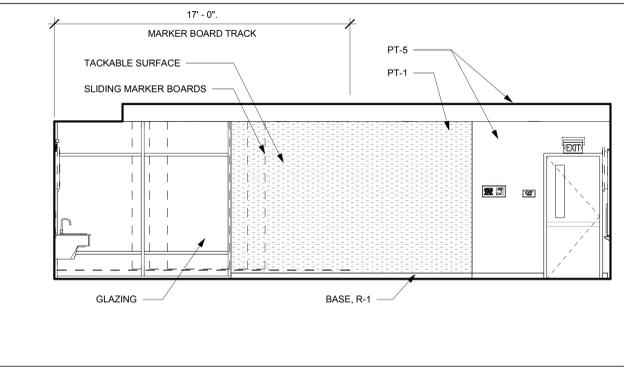
**KINDERGARTEN CLASSROOM 502 - SOUTH ELEVATION A2**  
 1/4" = 1'-0"



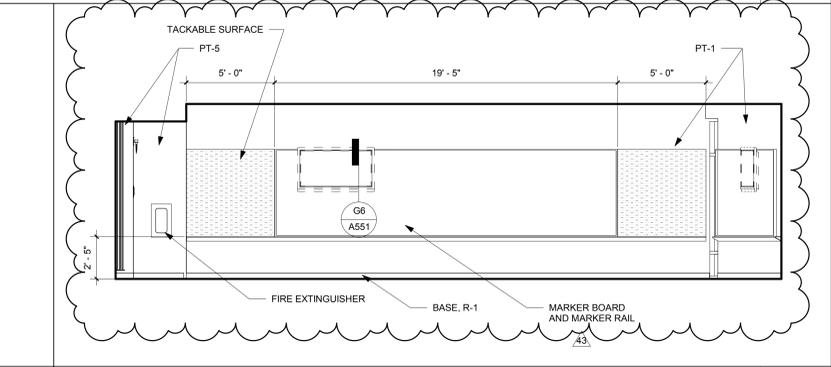
**KINDERGARTEN CLASSROOM 502 - WEST ELEVATION A4**  
 1/4" = 1'-0"



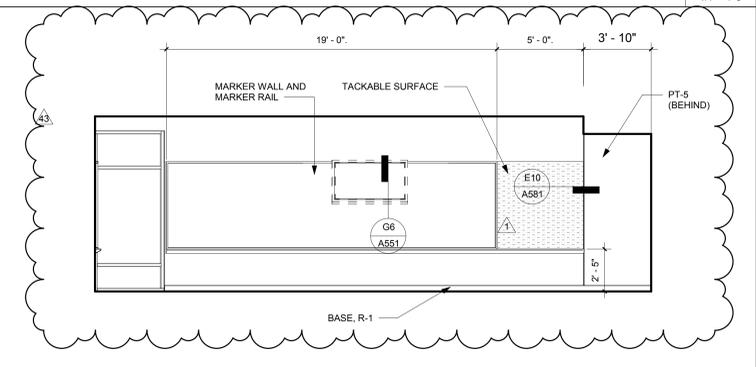
**KINDERGARTEN CLASSROOM 501 - NORTH ELEVATION H6**  
 1/4" = 1'-0"



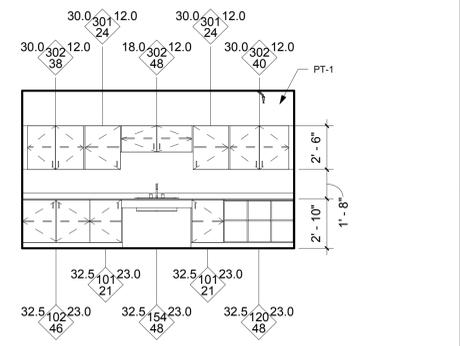
**KINDERGARTEN CLASSROOM 501 - EAST ELEVATION E6**  
 1/4" = 1'-0"



**KINDERGARTEN CLASSROOM 501 - SOUTH ELEVATION A6**  
 1/4" = 1'-0"



**KINDERGARTEN CLASSROOM 501 - WEST ELEVATION A8**  
 1/4" = 1'-0"



**TEACHER WORK ROOM 506 AND 510 - WEST ELEVATION A10**  
 1/4" = 1'-0"

M L K J H G F E D C B A



180 N Sherman Ave  
 Corona, CA. 92882  
 (951) 734-6262 Phone  
 (951) 734-6464 Fax

**CHANGE ORDER: C3014152**  
**DEDUCT**

Attn: ARVIND  
 To: BERNARDS  
 555 FIRST ST  
 SAN FERNANDO, CA 91340

Date: April 30, 2019

Phone: 818 898 1521  
 Fax:

Ship To: MCKINNA ES  
 1611 SOUTH J STREET  
 OXNARD, CA 93033

PER PR 13

MARKERBOARD W/CHALK TRAY

6230 SFT MARKERBOARD

MATERIAL	\$	40,495.00
TAX	\$	3,138.36
S&H	\$	500.00
LABOR	\$	12,297.00
P&O	\$	5,593.04

Please sign & print name and return to [bmartinez@claridgewest.com](mailto:bmartinez@claridgewest.com)

TOTAL \$ **\$ 62,023.40**

*Brian Martinez*  
 Brian Martinez Project Manager

- Labor Subcontract's Price Will Include:
- \*\*Procure & Maintain Insurance Coverage per the Attached Specifications.
  - \*\*All Required Certified Payrolls.
  - \*\*Daily Time Sheets/Progress
  - \*\*Clean-Up on a Daily Basis

**NO WAIVER, ALTERATION OR MODIFICATION TO THIS PURCHASE ORDER SHALL BE VALID UNLESS MADE IN WRITING & SIGNED BY ISSUING INDIVIDUAL.**



# PROPOSAL REQUEST

## McKinna Elementary School

Number

**13**

**Contractor** Bernards

**Owner** Oxnard School District

**Contract Start Date** 07.16.18

**Date Issued** 04.23.19

---

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

**Subject: Marker and Tack Boards and Coat Hooks Revision**

See attached interior elevations for revised design of marker boards, tack boards, and coat hooks.

*This is not a change of contract. Do not proceed with the work described until notified by the Owner.*

**Attachments**

None

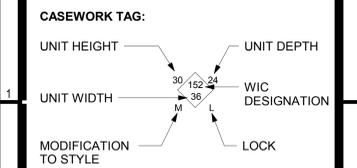
**Lead  
Signature**

---

Kevin Griendling, AIA  
Perkins Eastman Dougherty



### INT. ELEVATION LEGEND



**CASEWORK NOTES:**  
1. PROVIDE LOCKS FOR CABINET DRAWERS AND DOORS, TYP.  
2. REFER TO MANUAL OF MILLWORK BY WOODWORK INSTITUTE OF CALIFORNIA FOR WIC DESIGNATION.

BACKING FOR CASEWORK MOUNTING:  
J10 A551, E10 A551, G8 A551

SLIDING MARKERBOARD PANEL:  
J6 A551, E4 A551

TACKABLE WALL:  
L10 A551

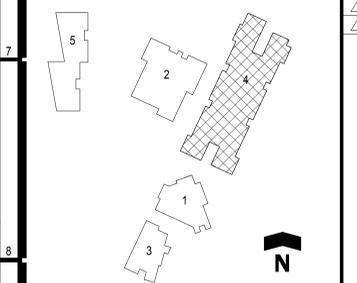
VIDEO DISPLAY MOUNT:  
G6 A551

SINK CABINET:  
A8 A551

SLIDING MARKER BOARD:  
[Symbol]

### INTERIOR ELEVATION NOTES

- 1. CLASSROOM INTERIOR ELEVATIONS ARE SHOWN IN ONE ORIENTATION WITH SIMILAR ROOMS INDICATED. SEE THE FLOOR PLANS FOR MIRRORED AND REVERSED CONDITIONS AND COORDINATE INSTALLATION.
- 2. 1/2" SQUARE REGLET REVEAL REFER TO A551
- 3. PER TABLES 11B-604.9, 11B-606.3, 11B-606.3, AND FIGURE 11B-306.3, KINDERGARTEN SINK ELEVATIONS 31" MAX TO RIM, PARALLEL APPROACH PERMITTED.



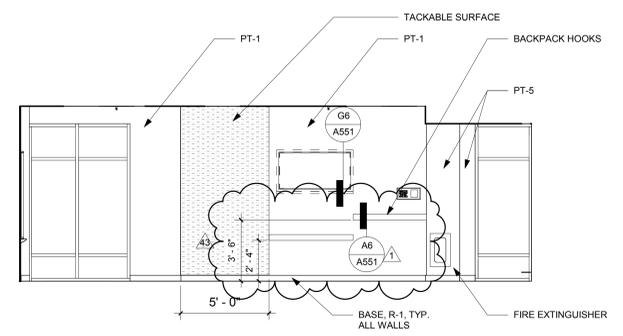
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DIVISION OF REGULATION & SERVICES  
FILE NO: 56-22  
AR: 03-118371  
AC: FLS SS  
DATE: \_\_\_\_\_



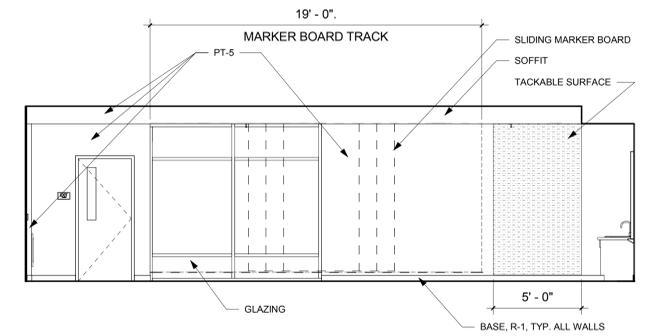
MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION  
OXNARD SCHOOL DISTRICT  
16111 SOUTH J STREET, OXNARD, CA 93033

CLASSROOM (B4) INTERIOR ELEVATIONS

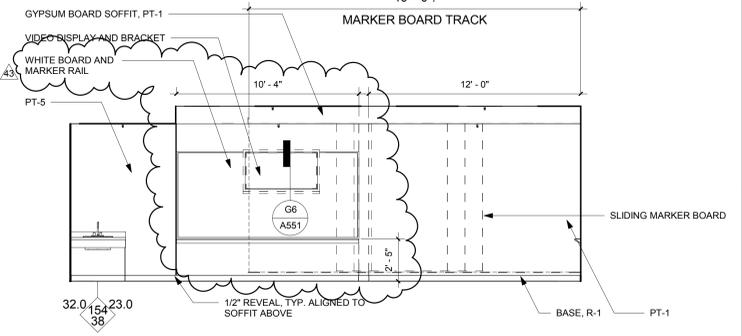
A402



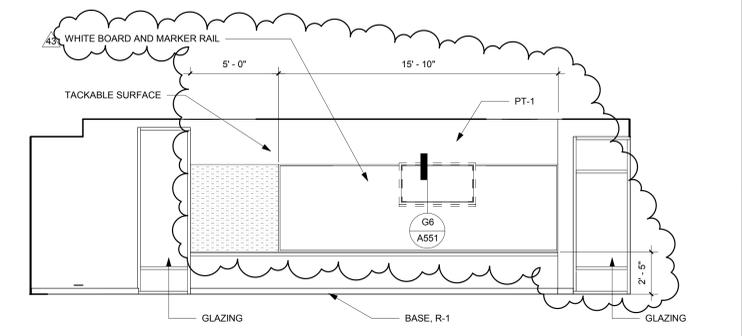
**CLASSROOM 401 - NORTH ELEVATION J2**  
SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442  
1/4" = 1'-0"



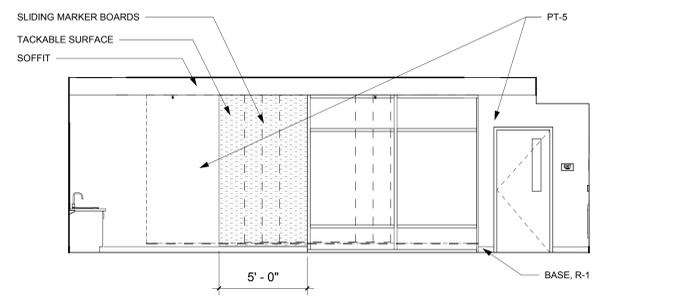
**CLASSROOM 401 - EAST ELEVATION E2**  
SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442  
1/4" = 1'-0"



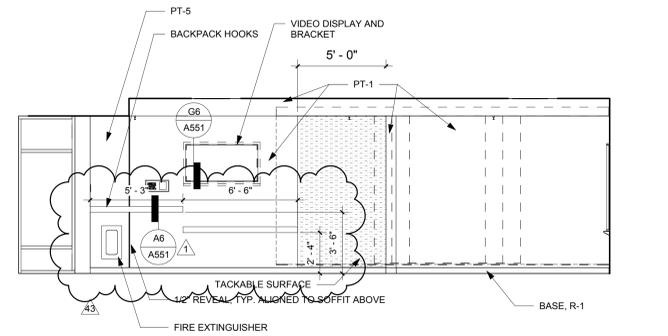
**CLASSROOM 401 - SOUTH ELEVATION A2**  
SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442  
1/4" = 1'-0"



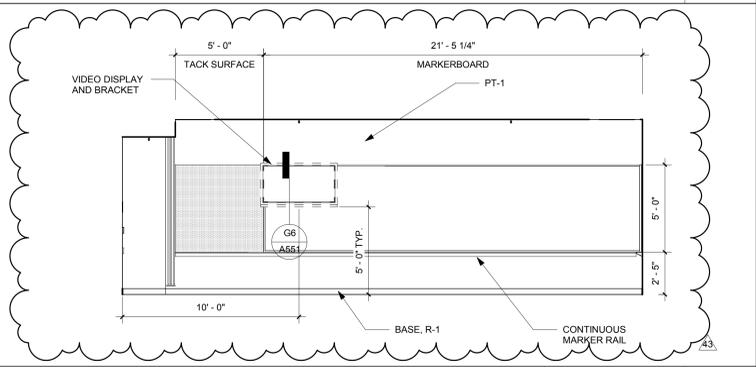
**CLASSROOM 401 - WEST ELEVATION A4**  
SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442  
1/4" = 1'-0"



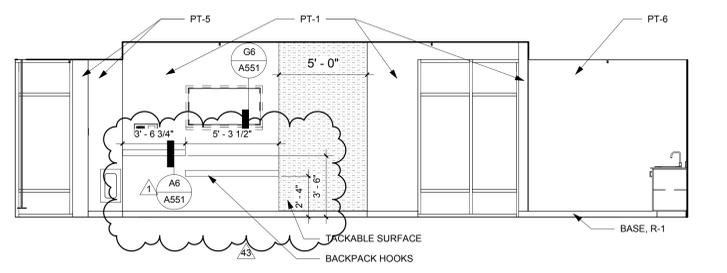
**TYPICAL CLASSROOM 403 - NORTH ELEVATION J6**  
SIMILAR FOR CLASSROOMS 404, 405, 406, 407, 408, 409, 410, 433, 434, 435, 436, 437, 438, 439, 440, 230, 231, 232  
1/4" = 1'-0"



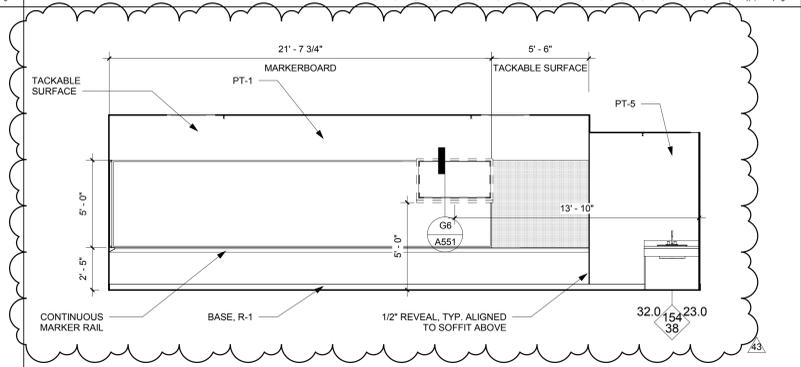
**TYPICAL CLASSROOM 403 - EAST ELEVATION E6**  
SIMILAR FOR CLASSROOMS 404, 405, 406, 407, 408, 409, 410, 433, 434, 435, 436, 437, 438, 439, 440, 230, 231, 232  
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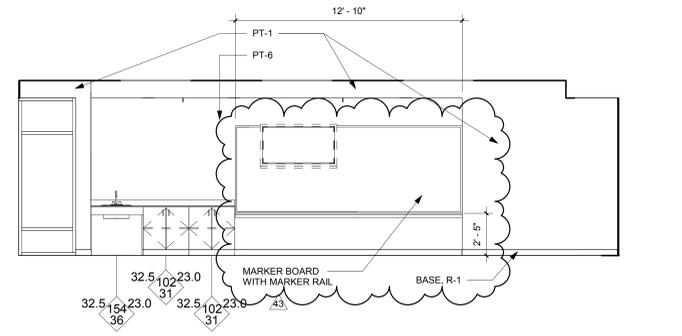
**TYPICAL CLASSROOM 403 - SOUTH ELEVATION A6**  
SIMILAR FOR CLASSROOMS 404, 405, 406, 407, 408, 409, 410, 433, 434, 435, 436, 437, 438, 439, 440, 230, 231, 232  
1/4" = 1'-0"



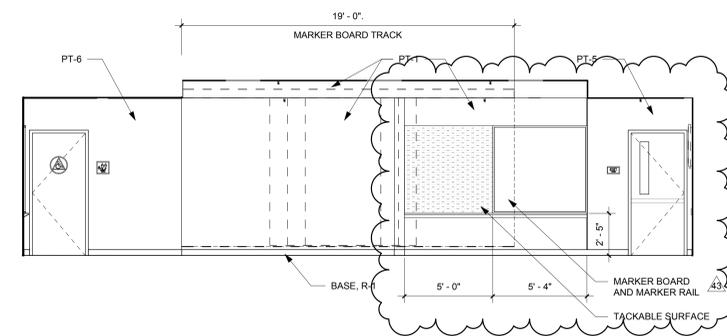
**CLASSROOM 411 - NORTH ELEVATION J8**  
SIMILAR FOR CLASSROOMS 441  
1/4" = 1'-0"



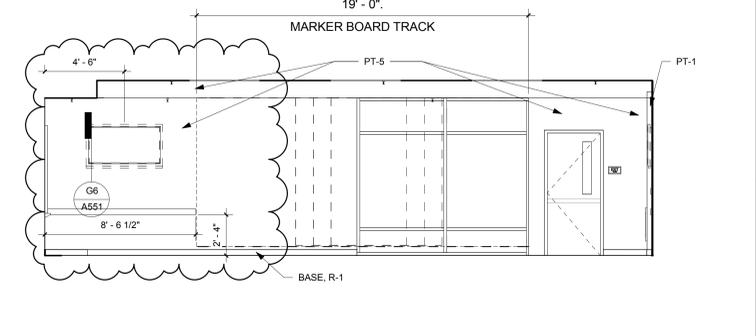
**TYPICAL CLASSROOM 403 - WEST ELEVATION A8**  
SIMILAR FOR CLASSROOMS 404, 405, 406, 407, 408, 409, 410, 433, 434, 435, 436, 437, 438, 439, 440, 230, 231, 232  
1/4" = 1'-0"



**CLASSROOM 411 - EAST ELEVATION J10**  
SIMILAR FOR CLASSROOMS 441  
1/4" = 1'-0"



**CLASSROOM 411 - SOUTH ELEVATION E10**  
SIMILAR FOR CLASSROOMS 441  
1/4" = 1'-0"

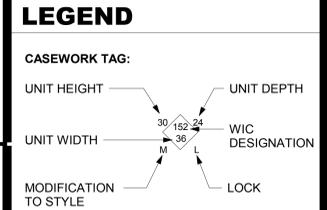


**CLASSROOM 411 - WEST ELEVATION A10**  
SIMILAR FOR CLASSROOMS 441  
1/4" = 1'-0"

M L K J H G F E D C B A



**INT. ELEVATION LEGEND**



**CASEWORK NOTES:**  
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BACKING FOR CASEWORK MOUNTING:  
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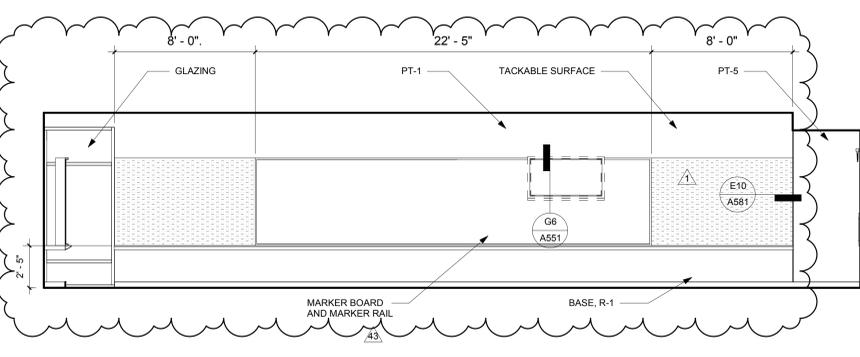
SLIDING MAKERBOARD PANEL:  
 J6 A551, E4 A551

TACKABLE WALL:  
 L10 A551

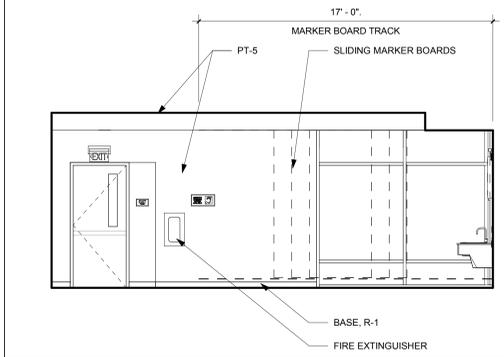
VIDEO DISPLAY MOUNT:  
 G6 A551

SINK CABINET:  
 A8 A551

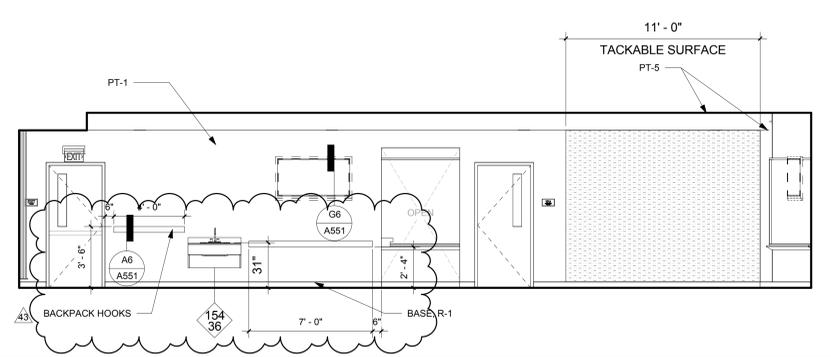
SLIDING MARKER BOARD:  
 (Symbol)



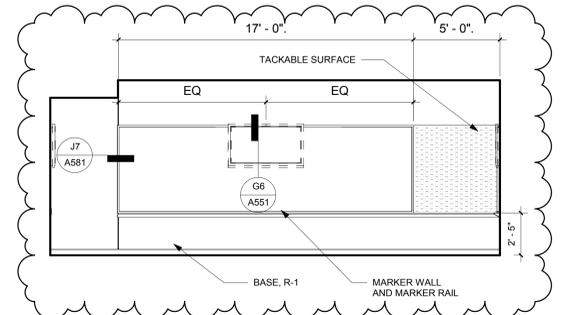
**KINDERGARTEN CLASSROOM 502 - NORTH ELEVATION H2**  
 1/4" = 1'-0"



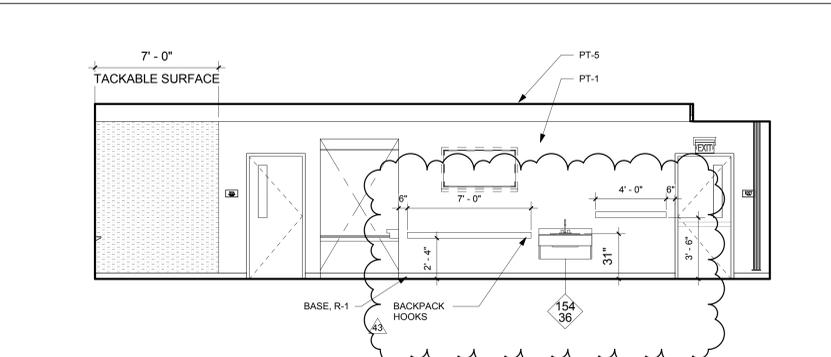
**KINDERGARTEN CLASSROOM 502 - EAST ELEVATION E2**  
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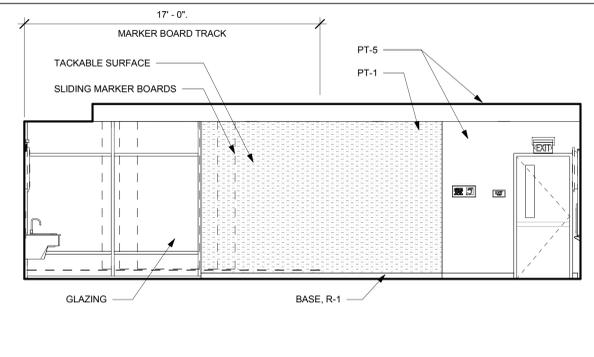
**KINDERGARTEN CLASSROOM 502 - SOUTH ELEVATION A2**  
 1/4" = 1'-0"



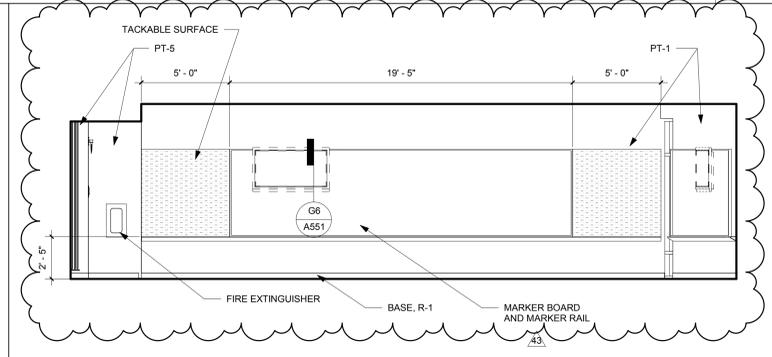
**KINDERGARTEN CLASSROOM 502 - WEST ELEVATION A4**  
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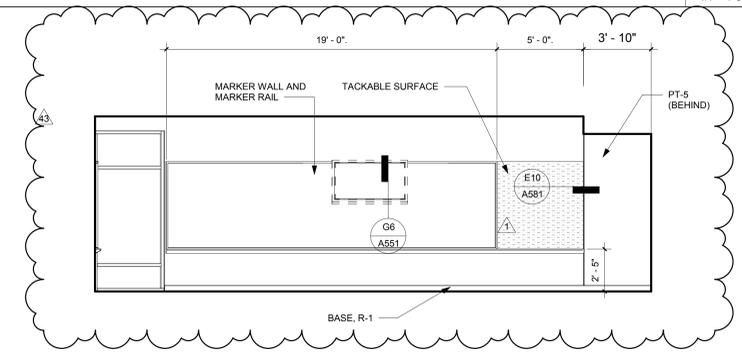
**KINDERGARTEN CLASSROOM 501 - NORTH ELEVATION H6**  
 1/4" = 1'-0"



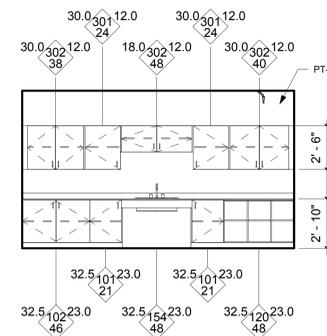
**KINDERGARTEN CLASSROOM 501 - EAST ELEVATION E6**  
 1/4" = 1'-0"



**KINDERGARTEN CLASSROOM 501 - SOUTH ELEVATION A6**  
 1/4" = 1'-0"



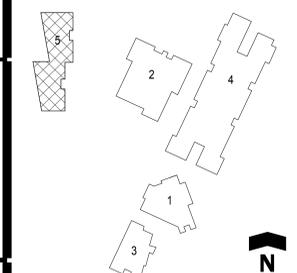
**KINDERGARTEN CLASSROOM 501 - WEST ELEVATION A8**  
 1/4" = 1'-0"



**TEACHER WORK ROOM 506 AND 510 - WEST ELEVATION A10**  
 1/4" = 1'-0"

**INTERIOR ELEVATION NOTES**

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- 1/2" SQUARE REGLET REVEAL REFER TO A581
- PER TABLES 11B-604.9, 11B-606.3, 11B-606.3, AND FIGURE 11B-306.3, KINDERGARTEN SINK ELEVATIONS 31" MAX TO RIM, PARALLEL APPROACH PERMITTED.



IDENTIFICATION STAMP  
 DIVISION OF REGULATION CT SERVICES  
 FILE NO: 56-22  
 AR: 03-118371  
 AC: FLS SS  
 DATE: \_\_\_\_\_



**MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION**  
 OXNARD SCHOOL DISTRICT  
 16111 SOUTH J STREET, OXNARD, CA 93033  
**KINDERGARTEN (B5) INTERIOR ELEVATIONS**

**A404**



**Change Order #**

**26**

DATE: May 14, 2019

PROJECT: Mckinna Elementary School

**Cost associated with RFI 289- Backing behind metal fascia**

Description	Qty	Unit	Unit Price	Extension
3x8	80'	lf	\$ 2.57	\$ 205.60
1/2x4x8 CDX	5		\$ 19.32	\$ 96.60
Material Subtotal				\$ 302.20
Material Sales Tax			7.75%	\$ 23.42
CA Additional Lumber Assessment			1.00%	\$ 3.02
Freight				
Material Total				\$ 328.64
Equipment				
Labor	24	hour	\$ 75.66	\$ 1,820.16
Subtotal				\$ 2,148.80
Profit & Overhead			15.00%	\$ 322.32
<b>Change Order Total</b>				<b>\$ 2,471.12</b>



**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> Abdellatif Enterprises, Inc.	<b>Trade:</b> Carpenter
<b>Address:</b> 26072 Merit Circle, Suite 103 Laguna Hills, CA 92653	<b>Local Union No.:</b> 409
<b>Telephone:</b> (949) 215-4790	<b>Classification:</b> Journeyman
	<b>Effective Date:</b> 07/01/18 to 03/31/19

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



# REQUEST FOR INFORMATION

**RFI No.: 289**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 05-13-19  
Discipline: Architectural

**Subject: Metal Fascia at MPR and Classroom  
Low Roof Eaves**

**Response Requested By: 05-20-2019**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
G3/A514		

### QUESTION

Per recommendation from the sheet metal contractor, backing should be provided behind metal fascia. Please see pages 3 and 4 for reference.

### SUGGESTION

Please confirm it is acceptable to add a nailer and plywood to construct backing behind the metal fascia, where occurs (G3/A514). Please reference page 2 for proposed solution.

### ANSWER

This is acceptable.

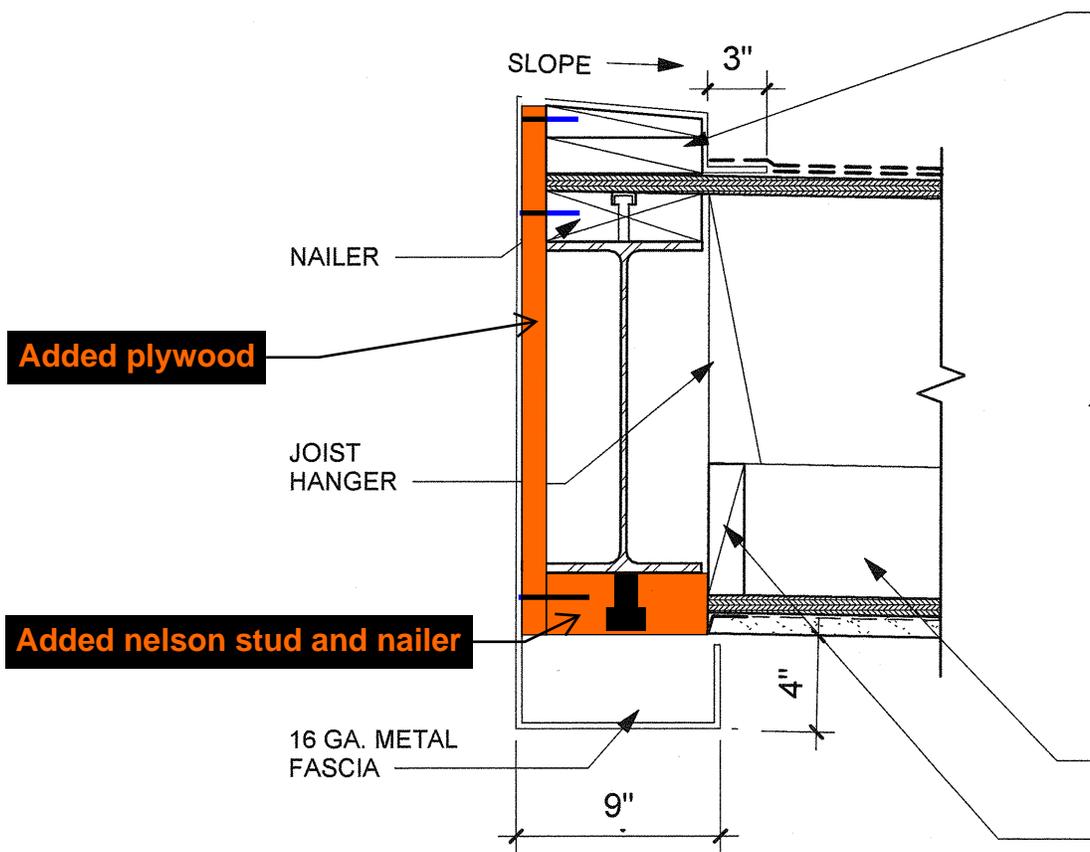
Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Kevin Griendling, AIA

Response Provided By: \_\_\_\_\_ Perkins Eastman 05.13.19  
 Name Company Date

Question Initiated By: Mike Stuver - R&J Sheet Metal Inc - Author Number:

Submitted By: Mitch Michaelis - Bernards



External Mail Source

Mitch,

Best not to have open air behind light gauge metal fascia. Need board on the face and the nailer at the bottom. 3/8" ply would work if that W beam is 12" or less. If it is taller, use 1/2" min.

Thank you,

*Mike Stuver*

Project Manager  
R&J Sheet Metal, Inc.  
(714) 597-6452 ext. 26

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**From:** Mitch Michaelis <[MMichaelis@bernards.com](mailto:MMichaelis@bernards.com)>

**Sent:** Monday, May 13, 2019 9:34 AM

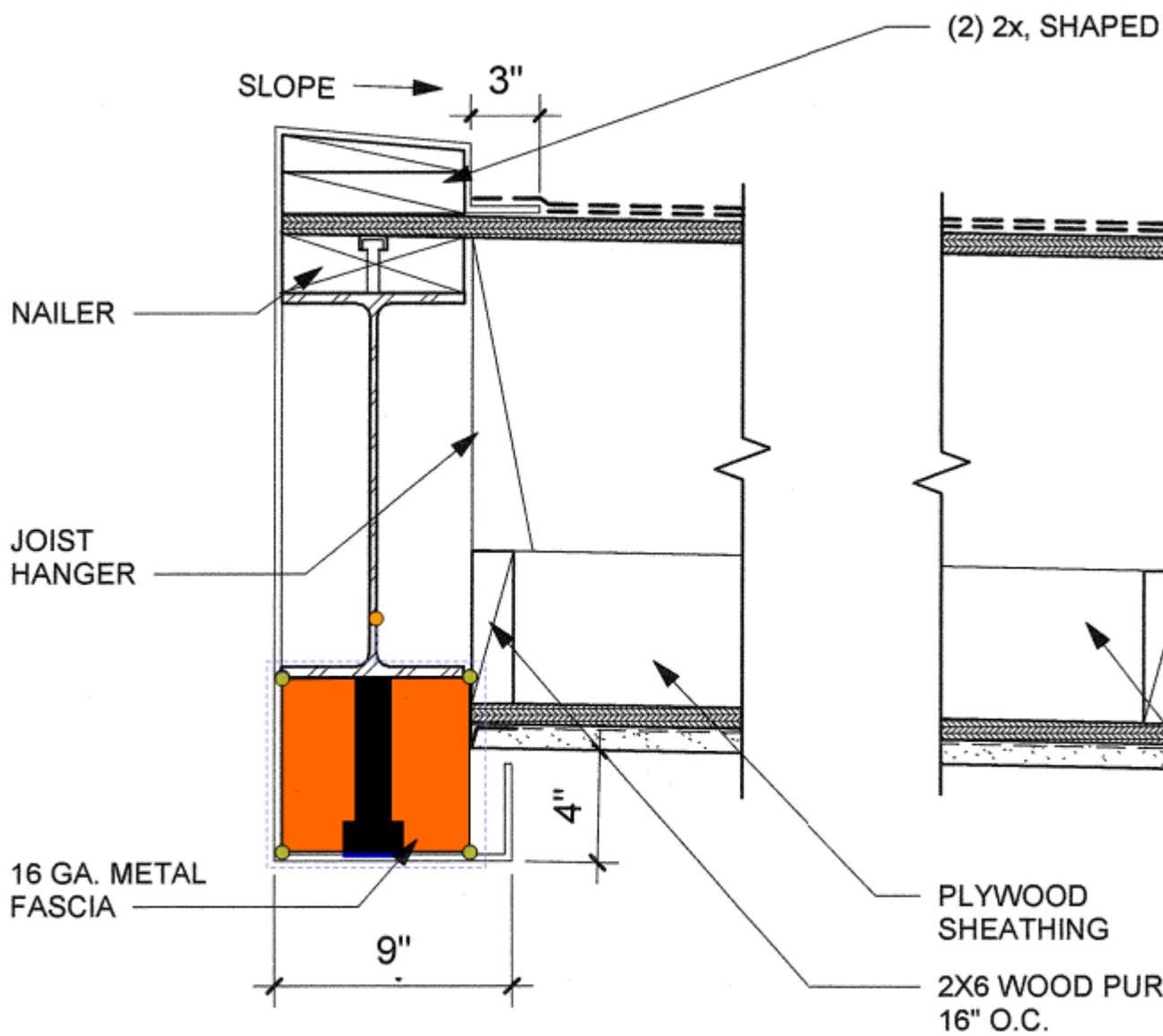
**To:** Mike Stuver <[Mike@rjsheetmetal.net](mailto:Mike@rjsheetmetal.net)>

**Cc:** Jaime Pace <[jpace@bernards.com](mailto:jpace@bernards.com)>; Terry Root <[TRoot@bernards.com](mailto:TRoot@bernards.com)>; Arvind Balaji <[ABalaji@bernards.com](mailto:ABalaji@bernards.com)>; Cecil Rodriguez <[cecil@abdellatifenterprises.com](mailto:cecil@abdellatifenterprises.com)>

**Subject:** RE: Mckinna Classroom Building - Roof Eave

Mike,

If we added a nailer to the bottom of the flange would that suffice?



**NOTE:** REFER TO ROOF PLANS FOR SLOPE



# CONSTRUCTION, INC.

1306 W. BROOKS STREET \* ONTARIO, CA 91762-3611 \* BUS: 909-988-5054 \* FAX: 909-983-4106 \* ST. LIC. #595709

Bernards, Inc.  
555 First Street  
San Fernando, CA 91340

9/10/2019

Sent Via E-Mail and or Facsimile

ATTN.: Jaime Pace, Project Manager  
RE: McKinna Elementary School  
SUB: COR 7 - RFI 255 Fibermesh in Topping Slab

This Change Order Request is for materials to add 1.5" fibermesh @ 1lb per CY to Topping Slab per RFI 255.

**KAR Construction, Inc.**

Labor		\$	-
Equipment		\$	-
Material		\$	1,047.00
<b>Subtotal</b>		\$	1,047.00
Contractors Overhead& Profit	15%	\$	157.05
<b>Contractors Subtotal</b>		\$	1,204.05

**Subcontractor Work**

		\$	-
<b>Subcontractors Subtotals</b>		\$	-
Contractors Overhead& Profit	15%	\$	-
<b>Subtotals</b>		\$	-
<b>Subtotal Contractors/ Subcontractors</b>		\$	1,204.05
<b>Bond</b>	1%	\$	12.04
<b>Total Change Request</b>		\$	<b>1,216.09</b>

Note: KAR has submitted the above cost associated with the contract change in scope timely and equitably. This change in contract will require a written change order or approval prior to the commencement of this additional scope of work. Failure to provide a written change order or authorization to proceed by an approved signor shall deem this change in scope void. Should any delay be incurred due to the failure of said written documentation KAR shall not be held responsible.

K.A.R. Construction, Inc.  
*Kurt Rothweiler*  
Kurt Rothweiler, Project Manager

## Change Request Cost Breakdown

RE: McKinna Elementary School

SUB: COR 7 - RFI 255 Fibermesh in Topping Slab

Details	Qty.	Unit	Rate	Total	NOTES
<b>Labor</b>					
Carpenter Foreman		Hrs	\$107.00	\$0.00	
Carpenter Foreman O.T.		Hrs	\$136.84	\$0.00	
Carpenter		Hrs	\$81.55	\$0.00	
Carpenter O.T.		Hrs	\$102.97	\$0.00	
Laborer		Hrs	\$72.24	\$0.00	
Laborer O.T.		Hrs	\$94.55	\$0.00	
Cement Mason Foreman		Hrs	\$81.17	\$0.00	
Cement Mason Foreman O.T.		Hrs	\$104.96	\$0.00	
Cement Mason		Hrs	\$77.23	\$0.00	
Cement Mason O.T.		Hrs	\$99.05	\$0.00	
Operator		Hrs	\$72.67	\$0.00	
Operator O.T.		Hrs	\$98.53	\$0.00	
Ironworker		Hrs	\$85.32	\$0.00	
Ironworker O.T.		Hrs	\$110.97	\$0.00	
		Hrs	\$0.00	\$0.00	
	Qty.	Unit	Rate	Total	NOTES
<b>Materials</b>					
Concrete		Cy	\$81.95	\$0.00	
Fibermesh	100	Cy	\$10.47	\$1,047.00	1lb per CY of 1.5" Fibermesh
AB219 Charge		Load	\$200.00	\$0.00	
Concrete Short Load Charge		Cy	\$15.00	\$0.00	
Fill Sand		Ton	\$17.03	\$0.00	
Class II Agg. Base		Ton	\$17.58	\$0.00	
#4 Pea Gravel		Ton	\$26.29	\$0.00	
10 Mil. Vapor Barrier		Roll	\$425.00	\$0.00	
15 Mil. Vapor Barrier		Roll	\$450.00	\$0.00	
Vapor Barrier Tape		Roll	\$43.65	\$0.00	
Vapor Barrier Mastic		Pail	\$151.00	\$0.00	
Deck-o-Foam		Roll	\$35.00	\$0.00	
3/4" Formply		Sheet	\$56.00	\$0.00	
2X Form Lumber		Bf	\$1.87	\$0.00	
Plywood Sheathing		Sheet	\$21.00	\$0.00	
Masonite		Sheet	\$21.00	\$0.00	
16 Duplex Nails		Box	\$42.73	\$0.00	
8 Duplex Nails		Box	\$41.67	\$0.00	
Const. Grout		Bag	\$21.56	\$0.00	
High Strength Non-Shrink Grout		Bag	\$37.87	\$0.00	
Ardex K-15		Bag	\$47.45	\$0.00	
Ardex Primer		Gal	\$43.52	\$0.00	
Ardex Feather Finish		Bag	\$43.72	\$0.00	
Rapid Set Wunderfixx		Bag	\$37.42	\$0.00	
6 Mil Visqueen		Roll	\$87.00	\$0.00	
10 Mil Visqueen		Roll	\$127.00	\$0.00	
Duct Tape		Roll	\$8.00	\$0.00	
1/2"x 4" Felt		Lf	\$0.47	\$0.00	
Felt Plastic A Cap		Lf	\$0.34	\$0.00	
Hilti RE-500 Epoxy		Tube	\$42.27	\$0.00	
Hilti HY 200 Epoxy		Tube	\$39.73	\$0.00	

36" Metal Stake Rental		Ea	\$0.66	\$0.00	
24" Metal Stake Rental		Ea	\$0.56	\$0.00	
12" Meatl Stake Rental		Ea	\$0.47	\$0.00	
Snap Tie Jahn Bracket Rental		Ea	\$0.67	\$0.00	
Turn Buckle Form Aligner Rental		Ea	\$4.35	\$0.00	
Snap Tie Wedge Rental		Ea	\$0.37	\$0.00	
Misc. Materials		Ea	\$0.00	\$0.00	
#4 Rebar		Lf	\$1.40	\$0.00	
Diesel Fuel		Gal		\$0.00	
Gasoline		Gal		\$0.00	
Tie Wire		Roll	\$10.00	\$0.00	
7/8" x 18" SDS Bit		Ea	\$70.00	\$0.00	
				\$0.00	
	<b>Qty.</b>	<b>Unit</b>	<b>Rate</b>	<b>Total</b>	<b>NOTES</b>
<b>Equipment</b>					
Equipment Delivery Truck		Hrs	\$98.00	\$0.00	
950 Loader		Hrs	\$176.00	\$0.00	
Water Truck		Hrs	\$87.00	\$0.00	
Skip Loader		Hrs	\$143.00	\$0.00	
Skid Steer (Bobcat)		Hrs	\$139.00	\$0.00	
Skid Steer Mini Excavator		Hrs	\$147.00	\$0.00	
Concrete Pump		Cy	\$27.00	\$0.00	
Telebelt Conveyor		Hrs	\$176.00	\$0.00	
Backhoe		Hrs	\$147.00	\$0.00	
Backhoe Breaker		Hrs	\$175.00	\$0.00	
Backhoe Compactor Wheel		Hrs	\$175.00	\$0.00	
Backhoe/ Skidsteer with Auger		Hrs	\$157.00	\$0.00	
Compaction Roller		Hrs	\$75.00	\$0.00	
Generator		Day	\$125.00	\$0.00	
Concrete Vibrator		Day	\$124.00	\$0.00	
Rotary Hammer		Hrs	\$17.00	\$0.00	
Bosch Chipping Hammer		Hrs	\$14.00	\$0.00	
Portable Air Compressor		Day	\$60.00	\$0.00	
Nail Gun		Day	\$40.00	\$0.00	
Air Compressor		Day	\$225.00	\$0.00	
90lb Jack Hammer		Day	\$95.00	\$0.00	
Air Compressor Hoses		Day	\$35.00	\$0.00	
30lb. Chipping Gun		Day	\$65.00	\$0.00	
Concrete Saw		Hrs	\$95.00	\$0.00	
Soff-Cut Saw		Hrs	\$110.00	\$0.00	
Water Pump/ Discharge Hoses		Hrs	\$25.00	\$0.00	
Trash Bin		Ton	\$85.00	\$0.00	
Concrete Wash Out Bin		Ea	\$500.00	\$0.00	
Foremans Truck (CalTrans Eqp. Rate)		Hrs	\$22.29	\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
<b>Sub Total Labor</b>				\$0.00	
<b>Sub Total Material</b>				\$1,047.00	
<b>Sub Total Equipment</b>				\$0.00	
Material Consumables 5%	0%			\$0.00	
Equipment Depreciation 10%	0%			\$0.00	
Shop Prep/ Delivery Materials 6%	0%			\$0.00	
Jobsite Supervision 8% Labor	0%			\$0.00	



# CONSTRUCTION INC.

1306 W. Brooks Street • Ontario, CA 91762-3611 • Bus: 909-988-5054 • Fax: 909-983-4106 • St. Lic #595709

Project: Mc Kinna ES Reconstruction  
 Contractor: Bernards Builders  
 Subcontractor: K.A.R. Construction Inc.

Project No.: \_\_\_\_\_  
 Contract No.: \_\_\_\_\_  
 Date: 7/1/2018

## Hourly Labor Rate Worksheet

Trade: **Carpenter Foreman**

Item	Prevailing Wage Rate			Notes
	Regular Time	Over Time	Double Time	
Base Labor Rate	\$45.41	\$68.12	\$90.82	
Fringe Benefits:				
Pension	4.91	4.91	4.91	
Health & Welfare	7.50	7.50	7.50	
Training/Certification	0.57	0.57	0.57	
Vacation/Holiday	6.19	6.19	6.19	
Other	0.46	0.46	0.46	
<b>Fringe Benefits Subtotal</b>	<b>\$19.63</b>	<b>\$19.63</b>	<b>\$19.63</b>	
<b>Total Hourly Rate</b>	<b>\$65.04</b>	<b>\$87.75</b>	<b>\$110.45</b>	
Burden:				
Taxes & Insurances				
FICA	4.03	5.44	6.85	
Medicare	0.94	1.27	1.60	
Federal Unemployment	0.39	0.53	0.66	
California Unemployment	4.03	5.44	6.85	
Workers Compensation	11.06	14.92	18.78	
Truck Expense	21.50	21.50	21.50	
<b>Burden Subtotal</b>	<b>\$41.96</b>	<b>\$49.10</b>	<b>\$56.24</b>	
Contractor Liability Ins.				
Small Tools				
Other (warranty, record drawings, payment bond performance bonds, etc.)				
<b>Total Hourly Rate</b>	<b>\$107.00</b>	<b>\$136.84</b>	<b>\$166.69</b>	



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Project: Mc Kinna ES Reconstruction  
 Contractor: \_\_\_\_\_  
 Subcontractor: K.A.R. Construction Inc.

Project No.: \_\_\_\_\_  
 Contract No.: \_\_\_\_\_  
 Date: 7/1/2018

## Hourly Labor Rate Worksheet

Trade: **Carpenter**

Item	Prevailing Wage Rate			Notes
	Regular Time	Over Time	Double Time	
Base Labor Rate	\$42.41	\$63.62	\$84.82	
Fringe Benefits:				
Pension	4.91		4.91	
Health & Welfare	7.50	7.50	7.50	
Training/Certification	0.57	0.57	0.57	
Vacation/Holiday	6.19	6.19	6.19	
Other	0.46	0.46	0.46	
<b>Fringe Benefits Subtotal</b>	<b>\$19.63</b>	<b>\$14.72</b>	<b>\$19.63</b>	
<b>Total Hourly Rate</b>	<b>\$62.04</b>	<b>\$78.34</b>	<b>\$104.45</b>	
Burden:				
Taxes & Insurances				
FICA	3.85	4.86	6.48	
Medicare	0.90	1.14	1.51	
Federal Unemployment	0.37	0.47	0.63	
California Unemployment	3.85	4.86	6.48	
Workers Compensation	10.55	13.32	17.76	
<b>Burden Subtotal</b>	<b>\$19.51</b>	<b>\$24.64</b>	<b>\$32.85</b>	
Contractor Liability Ins.				
Small Tools				
Other (warranty, record drawings, payment bond performance bonds, etc.)				
<b>Total Hourly Rate</b>	<b>\$81.55</b>	<b>\$102.97</b>	<b>\$137.30</b>	



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Project: McKinna ES Reconstruction  
 Contractor: \_\_\_\_\_  
 Subcontractor: K.A.R. Construction Inc.

Project No.: \_\_\_\_\_  
 Contract No.: \_\_\_\_\_  
 Date: 9/1/2018

## Hourly Labor Rate Worksheet

Trade: **Cement Mason Foreman**

Item	Prevailing Wage Rate			Notes
	Regular Time	Over Time	Double Time	
Base Labor Rate	\$38.75	\$58.13	\$77.50	
Fringe Benefits:				
Pension	9.27	8.24	8.24	
Health & Welfare	8.02	7.77	7.77	
Training/Certification	0.64	0.64	0.64	
Vacation/Holiday	6.80	6.68	6.68	
Other	0.27	0.27	0.27	
<b>Fringe Benefits Subtotal</b>	<b>\$25.00</b>	<b>\$23.60</b>	<b>\$23.60</b>	
<b>Total Hourly Rate</b>	<b>\$63.75</b>	<b>\$81.73</b>	<b>\$101.10</b>	
Burden:				
Taxes & Insurances				
FICA	3.95	5.07	6.27	
Medicare	0.92	1.19	1.47	
Federal Unemployment	0.38	0.49	0.61	
California Unemployment	3.95	5.07	6.27	
Workers Compensation	10.84	13.89	17.19	
<b>Burden Subtotal</b>	<b>\$20.05</b>	<b>\$25.70</b>	<b>\$31.80</b>	
Contractor Liability Ins.				
Small Tools				
Other (warranty, record drawings, payment bond performance bonds, etc.)				
<b>Total Hourly Rate</b>	<b>\$83.80</b>	<b>\$107.43</b>	<b>\$132.90</b>	



# CONSTRUCTION INC.

1306 W. Brooks Street • Ontario, CA 91762-3611 • Bus: 909-988-5054 • Fax: 909-983-4106 • St. Lic #595709

Project: McKinna ES Reconstruction Project No.: \_\_\_\_\_  
 Contractor: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
 Subcontractor: K.A.R. Construction Inc. Date: 9/1/2018

## Hourly Labor Rate Worksheet

Trade: **Cement Mason**

Item	Prevailing Wage Rate			Notes
	Regular Time	Over Time	Double Time	
Base Labor Rate	\$35.75	\$53.63	\$71.50	
Fringe Benefits:				
Pension	9.27	8.24	8.24	
Health & Welfare	8.02	7.77	7.77	
Training/Certification	0.64	0.64	0.64	
Vacation/Holiday	6.80	6.68	6.68	
Other	0.27	0.27	0.27	
<b>Fringe Benefits Subtotal</b>	<b>\$25.00</b>	<b>\$23.60</b>	<b>\$23.60</b>	
<b>Total Hourly Rate</b>	<b>\$60.75</b>	<b>\$77.23</b>	<b>\$95.10</b>	
Burden:				
Taxes & Insurances				
FICA	3.77	4.79	5.90	
Medicare	0.88	1.12	1.38	
Federal Unemployment	0.36	0.46	0.57	
California Unemployment	3.77	4.79	5.90	
Workers Compensation	10.33	13.13	16.17	
<b>Burden Subtotal</b>	<b>\$19.11</b>	<b>\$24.29</b>	<b>\$29.91</b>	
Contractor Liability Ins.				
Small Tools				
Other (warranty, record drawings, payment bond performance bonds, etc.)				
<b>Total Hourly Rate</b>	<b>\$79.86</b>	<b>\$101.51</b>	<b>\$125.01</b>	



# CONSTRUCTION INC.

1306 W. Brooks Street • Ontario, CA 91762-3611 • Bus: 909-988-5054 • Fax: 909-983-4106 • St. Lic #595709

Project: McKinna ES Reconstruction  
 Contractor: \_\_\_\_\_  
 Subcontractor: K.A.R. Construction Inc.

Project No.: \_\_\_\_\_  
 Contract No.: \_\_\_\_\_  
 Date: 9/1/2018

## Hourly Labor Rate Worksheet

Trade: **Laborer**

Item	Prevailing Wage Rate			Notes
	Regular Time	Over Time	Double Time	
Base Labor Rate	\$34.24	\$51.36	\$68.48	
Fringe Benefits:				
Pension	8.03	7.53	7.53	
Health & Welfare	7.32	7.06	7.06	
Training/Certification	0.69	0.74	0.74	
Vacation/Holiday	4.84	4.59	4.59	
Other	0.61	0.62	0.62	
<b>Fringe Benefits Subtotal</b>	<b>\$21.49</b>	<b>\$20.54</b>	<b>\$20.54</b>	
<b>Total Hourly Rate</b>	<b>\$55.73</b>	<b>\$71.90</b>	<b>\$89.02</b>	
Burden:				
Taxes & Insurances				
FICA	3.46	4.46	5.52	
Medicare	0.81	1.04	1.29	
Federal Unemployment	0.33	0.43	0.53	
California Unemployment	3.46	4.46	5.52	
Workers Compensation	11.15	14.38	17.80	
<b>Burden Subtotal</b>	<b>\$19.20</b>	<b>\$24.77</b>	<b>\$30.67</b>	
Contractor Liability Ins.				
Small Tools				
Other (warranty, record drawings, payment bond performance bonds, etc.)				
<b>Total Hourly Rate</b>	<b>\$74.93</b>	<b>\$96.67</b>	<b>\$119.69</b>	



# REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

**RFI No. : 255**

Project: McKinna Elementary School Reconstruction

Date: 04-10-19  
Discipline: Structural

**Subject: Second floor Walkway slab**

## DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

## QUESTION

To minimize the amount of cracking that will accrue @ the 1-1/2" topping slab, we propose to add one pound of fiber mesh per cubic yard of concrete that is to be placed on the second floor walkways in buildings 2 & 4. Please advise if this is acceptable.

## ANSWER

Structural takes no exception  
PJC (MHP), 4/25/19

## RESPONSE DISTRIBUTION

Company	Contact	Date Sent
KAR Construction Inc	Kurt Rothweiler	4/25/2019

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Jaime Pace - Bernards  
Submitted By: Arvind Balaji - Bernards



# REQUEST FOR INFORMATION

**RFI No.: 255**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 04-10-19  
Discipline: Structural

**Subject: Second floor Walkway slab**

**Response Requested By: 04-17-2019**

## DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

## QUESTION

To minimize the amount of cracking that will accrue @ the 1-1/2" topping slab, we propose to add one pound of fiber mesh per cubic yard of concrete that is to be placed on the second floor walkways in buildings 2 & 4. Please advise if this is acceptable.

## ANSWER

Structural takes no exception.  
PJC (MHP), 4/25/19

Response Provided By: \_\_\_\_\_  
Name Company Date

Question Initiated By: Jaime Pace - Bernards

Submitted By: Arvind Balaji - Bernards



**Change Order #**

**35**

DATE: June 17, 2019

PROJECT: Mckinna Elementary School

**Cost associated with RFI 263- Additional 2x6 at each brace and A35**

Description	Qty	Unit	Unit Price	Extension
2X6	2600	lf		\$ 2,474.06
LUS26	160		\$ 0.54	\$ 86.40
A35	160		\$ 0.27	\$ 43.20
Material Subtotal				\$ 2,603.66
Material Sales Tax			7.75%	\$ 201.78
CA Additional Lumber Assessment			1.00%	\$ 24.74
Freight				
Material Total				\$ 2,830.18
Equipment				
Labor	90	hour	\$ 75.66	\$ 6,825.60
Subtotal				\$ 9,655.78
Profit & Overhead			15.00%	\$ 1,448.37
<b>Change Order Total</b>				<b>\$ 11,104.15</b>



**HOURLY LABOR  
RATE BREAKDOWN**

<b>Contractor:</b> Abdellatif Enterprises, Inc.	<b>Trade:</b> Carpenter
<b>Address:</b> 26072 Merit Circle, Suite 103 Laguna Hills, CA 92653	<b>Local Union No.:</b> 409
<b>Telephone:</b> (949) 215-4790	<b>Classification:</b> Journeyman
	<b>Effective Date:</b> 07/01/18 to 03/31/19

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.41	\$1.41	\$0.00	\$1.41	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
<b>BASE CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63
15.) Overhead & Profit						
<b>TOTAL CHARGES PER HOUR:</b>		\$75.66	\$99.98	\$24.32	\$124.29	\$48.63



# REQUEST FOR INFORMATION

**RFI No.: 263**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 04-18-19  
Discipline: Structural

**Subject: Wide Flange Bracing at Guard Rail Connections**

**Response Requested By: 04-25-2019**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S104		
9/S409		
10/S409		
H4/A562		

### QUESTION

It was discussed with the SEOR during the structural observation walk on Wednesday April 10th, and the Architect after the OAC meeting on April 18th, that additional bracing to the WF beam supporting the guard rails may be required.

### SUGGESTION

Please provide an additional bracing callout on details 9/S409 and 10/S409.

### ANSWER

Before we change the details, we recommend to install the ceiling and soffit bracing per detail 9 and 10 on sheet S409. The added framing should help the rotation of the exterior beam caused by pushing on the rail. Let us know if the rail sill move excessively.

PJC (MHP), 4/25/19

Update: Per detail 10/S409, the soffit bracing is at 48" OC max. Provide bracing at every vertical stud. If additional stiffness is desired, provide additional brace per attached SK-39.

PJC (MHP), 5/2/19

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

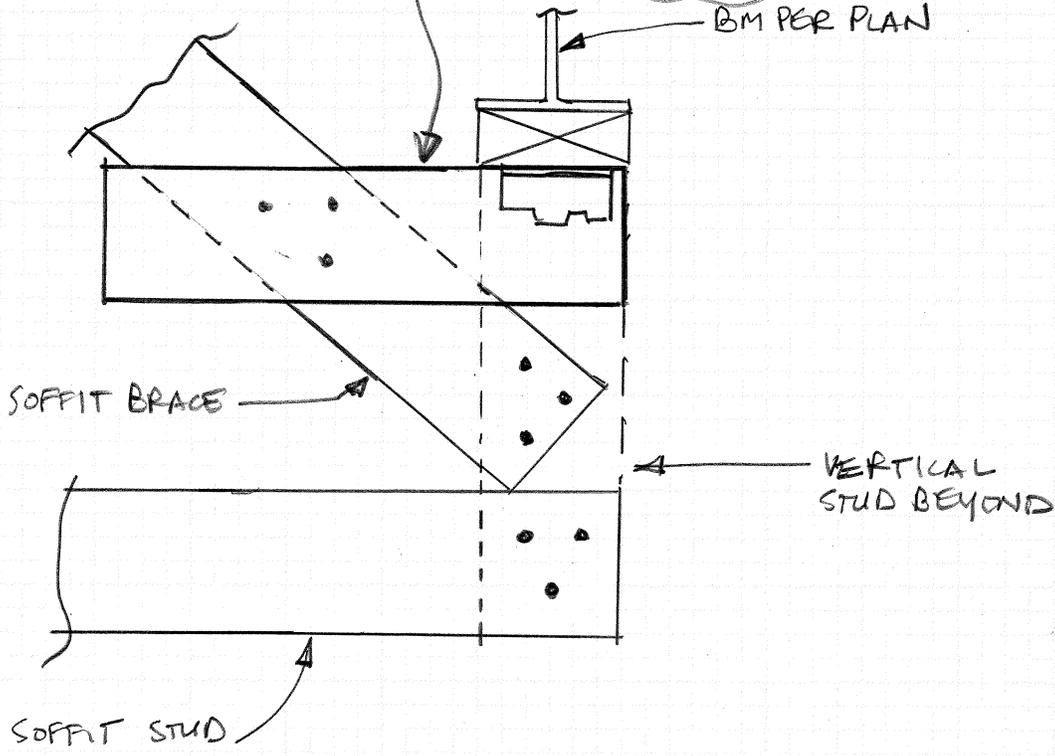
Response Provided By: \_\_\_\_\_  
Name Company Date

Question Initiated By: Mitch Michaelis - Bernards

Submitted By: Mitch Michaelis - Bernards

NOTE: FOR BALANCE OF  
INFO NOT SHOWN, SEE  
9/5409 & 10/5409

PROVIDE ADDITIONAL  
2x6 w/ (3)-16d NAILS &  
SIMP A3S CLIP TO NAILER  
AT EA BRACE



DETAIL  
SCALE: NTS

SK  
39

NEW DR



# Anderson Charnesky Structural Steel, Inc.

Members of The American Subcontractors Association, Inc.

## CHANGE ORDER REQUEST

Project Name: **McKinna Elementary School Reconstruction**  
 Project No.: **1643**  
 Contract with: **Bernards**

C.O.R. No.: **4**  
 ACSS JOB No.: **651718**  
 Date: **May 31, 2019**

Description of Change: **Add per RFI #283 - Communication Panel Support at Elevator HMI #9**

### Labor

TYPE	HOURS	RATE	AMOUNT
Apprentice		\$ -	\$ -
Journeyman	12	\$ 87.72	\$ 1,052.64
Foreman		\$ -	\$ -
Detailing	3	\$ 79.00	\$ 237.00
Shop	6	\$ 65.00	\$ 390.00
Delivery	1	\$ 450.00	\$ 450.00
Sub Pay	2	\$ 75.00	\$ 150.00
Sub Total			\$ 2,279.64
Travel/Subs.			\$ -
Total			\$ 2,279.64

### Equipment

TYPE	HOURS	RATE	AMOUNT
Welding Machine		\$ -	\$ -
Rigging Truck		\$ -	\$ -
Torch		\$ -	\$ -
Roto Hammer		\$ -	\$ -
Magnetic Drill	1	\$ 125.00	\$ 125.00
Gradall		\$ -	\$ -
Zoom Boom		\$ -	\$ -
Crane		\$ -	\$ -
Sub Total			\$ 125.00
Fuel Surcharge @ 6%			\$ -
Total			\$ 125.00

### Material

TYPE	QTY.	PRICE	AMOUNT
Steel	1	\$ 341.00	\$ 341.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Sub Total			\$ 341.00
Sales Tax			\$ -
Total			\$ 341.00

### Deductible Costs

TYPE	HRS/QTY	RATE	AMOUNT
Field Time		\$ -	\$ -
Shop Time		\$ -	\$ -
All		\$ -	\$ -
Material		\$ -	\$ -
Equipment		\$ -	\$ -
Delivery		\$ -	\$ -
Sub Total			\$ -
Mark-up @ 5%			\$ -
Total			\$ -

### Subcontractors

TYPE	QTY.	RATE	AMOUNT
Field Time		\$ -	\$ -
Laborer		\$ -	\$ -
All		\$ -	\$ -
Material		\$ -	\$ -
Equipment		\$ -	\$ -
Mark-up		\$ -	\$ -
Sub Total			\$ -

### Requested Amount

1. Labor Total	\$ 2,279.64
2. Equipment Total	\$ 125.00
3. Material Total	\$ 341.00
4. Deductive Cost Total	\$ -
5. Subcontractors Total	\$ -
Sub Total (Items 1-5)	\$ 2,745.64
Mark-up	\$ 411.85
Bond (delete if not required)	\$ -

**Total Request Amount for Change Order No. 4 (rounded to the nearest dollar) \$ 3,157.00**

This change order Pricing will be honored for thirty (30) business days; within this time the Owner or General Contractor, shall submit in writing to Anderson Charnesky Structural Steel, Inc. a written Directive Request to "Proceed" for the issuance of a formal Change Order for the Work described within.

**Anderson Charnesky Structural Steel, Inc. will not proceed nor order any materials required for this Work until a written notice to proceed has been received.**

All changes, additions or deletions in the Work ordered in writing by the Owner or General Contractor shall be deemed to be a part of the Work and shall be performed and furnished in accordance with all the terms and provisions of the Subcontract Documents. All Change Order Work performed by Anderson Charnesky Structural Steel, Inc. will be invoiced and paid along with the contractual work

531



## HOURLY LABOR COST RATES

<b>Sub/Contractor:</b>	<u>Anderson Charnesky Structural Steel, Inc.</u>	<b>Trade:</b>	<u>Steel</u>
<b>Date:</b>	<u>2/1/2019</u>	<b>Classification:</b>	<u>Iron Worker - Journeyman</u>
<b>Project:</b>	<u>1643 McKinna Elementary School</u>	<b>Union :</b>	<input checked="" type="checkbox"/> <b>Non Union:</b> <input type="checkbox"/>
<b>Rate Effective Through:</b>	<u>01/01/19---06/30/2019</u>		

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 38.00	\$ 57.00	\$ 76.00
Vacation & Holiday Accrual	\$ 5.00	\$ 5.00	\$ 5.00
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 43.00</b>	<b>\$ 62.00</b>	<b>\$ 81.00</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security	\$ 2.67	\$ 3.84	\$ 5.02
Medicare	\$ 0.62	\$ 0.90	\$ 1.17
FUI	\$ 2.67	\$ 3.84	\$ 5.02
SUI	\$ 0.38	\$ 0.55	\$ 0.71
Workers Compensation Insurance	\$ 10.93	\$ 10.93	\$ 10.93
General Liability Insurance (If Applicable)	OCIP	OCIP	OCIP
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 17.27</b>	<b>\$ 20.07</b>	<b>\$ 22.87</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 9.70	\$ 9.70	\$ 9.70
Pension & Retirement (or equivalent)	\$ 13.32	\$ 13.32	\$ 13.32
Training (or equivalent)	\$ 0.72	\$ 0.72	\$ 0.72
other union dues (LMCT, IMPACT, WCTF)	\$ 3.72	\$ 3.72	\$ 3.72
<b>Hourly Benefits Subtotal</b>	<b>\$ 27.46</b>	<b>\$ 27.46</b>	<b>\$ 27.46</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 87.72</b>	<b>\$ 109.52</b>	<b>\$ 131.32</b>

Factors NOT allowed in the above hourly labor cost rates:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>1. Overhead</li> <li>2. Profit</li> <li>3. Vehicle &amp; transportation expenses</li> <li>4. Small tools</li> </ul> | <ul style="list-style-type: none"> <li>5. Consumables</li> <li>6. Bonus or incentive payments</li> <li>7. Communications</li> <li>8. Supervision</li> </ul> |
|--|---|

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	
1	ITEM	QTY	DESCRIPTION	W/F	LTH	C/W	DHR	FM	SHR	EHR	EQP	FRT	SPTOT	TOTL	TOTW	MSCT	GCST	PCST	MSubT	TAX	MTOT	DCST	FCST	SCST	LCST	ECST	ToTLC	TOTAL	
2												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
3							3					0	0	0	0	0		0	0	0	0	237	0	0	0	0	237	237	
4		3	hss 4x4x3/8	18	4	0.79			6	12	125	450	575	12	216	171		6.48	177	16	193	0	0	390	9	1053	1451	2219	
5		3	base	19	1	0.70						1	1	3	57	40		1.71	42	4	45	0	0	0	2	0	2	49	
6		3	cap	2	1	0.70						0	0	3	6	4		0.18	4	0	5	0	0	0	0	0	0	5	
7		12	tz	1	1	6.50						0	0	12	12	78		0.36	78	7	85	0	0	0	0	0	0	86	
8		2	sub			75.00						0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	150	
9												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
10												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
11												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
12												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
13												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
14												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
15												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
16												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
17												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
18												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
19												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
20												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
21												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
22												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
23												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
24												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
25												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
26												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
27												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
28												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
29												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
30												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
31												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
32												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
33												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
34												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
35					7		3	0	6	12	125	452	577	30	291	293	0	8.73	301	27	329	237	0	390	12	1053	1691	2746	

Hancock Manhattan Industries  
Change Order Request

5/31/2019  
1 of 1

**Anderson Charnesky Structural Steel, Inc.**

Date: 05/31/2019

**6524 - McKinna Elementary School**

HMI COR <b>#09</b>	SUBJECT: <i>Per RFI 283 - Communication Panel Support at Elevator</i>	
	DESCRIPTION	HOURS
1	<p><i>Added</i></p> <p>(1) HSS4x4x1/4 x 4'-0"  (1) HSS4x4x1/4 x 1'-6"  (1) PL 1/4x3 3/4" x 0'-3 3/4"  (7) 5/8" DIA. Threaded Stud x 0'-1 1/2"</p> <p><i>Affected Sheets</i> E2000, E2003  D2017</p>	3
TOTAL REVISION MAN HOURS (PAGE 1 OF 1)		3
<b>TOTAL REVISION MAN HOURS (COR#09)</b>		<b>3</b>



# REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

**RFI No. : 283**

Project: McKinna Elementary School Reconstruction

Date: 05-03-19

Discipline: Structural

## Subject: Communication Panel Support at Elevator

### DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A563	L6, J6	Two-way communicator

### QUESTION

There is a 48" high wall housing the two-way communication panel at the 2nd floor walkway at elevator. How is this supported?

### ANSWER

See attached SK-40.

PJC, MHP,05.08.19

### RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	5/8/2019
Anderson Charnesky Structural Steel Inc	Kevin Charnesky	5/8/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Terry Root - Bernards

Submitted By: Arvind Balaji - Bernards



# REQUEST FOR INFORMATION

**RFI No.: 283**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 05-03-19  
Discipline: Structural

**Subject: Communication Panel Support at Elevator**

**Response Requested By: 05-10-2019**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A563	L6, J6	Two-way communicator

### QUESTION

There is a 48" high wall housing the two-way communication panel at the 2nd floor walkway at elevator. How is this supported?

### ANSWER

[See attached SK-40.](#)



Response Provided By: PJC (MHP) \_\_\_\_\_ 5/8/19 \_\_\_\_\_  
 Name Company Date

Question Initiated By: Terry Root - Bernards

Submitted By: Arvind Balaji - Bernards





3100 E. Belle Terrace  
 Bakersfield, CA 93307  
 661-397-2121  
 Fax 661-396-2589

# CHANGE ORDER REQUEST

CHANGE ORDER REQUEST NO: 4  
 REQUEST DATE: 10/31/2018  
 REQUESTED BY: Samuel Firman  
 CUSTOMER REF #:

**TO: Bernards**  
 555 First St.  
 San Fernando CA 91340

**Attn: Jaime Pace**      **Phone: 310-909-9763**

**PROJECT: 2439 McKinna ES Reconstruction Plumbing**  
 1611 South J Street  
 Oxnard CA 93033

*If you wish for us to proceed with the following work please issue a written change order for the amount shown or sign below indicating approval.*

COST BREAKDOWN ATTACHED	X
PLANS ATTACHED	
SPECIFICATIONS ATTACHED	

Description of Work	Amount
S-2 Bubblers Addition	6,728.00

**Remarks**

*\*HPS reserves the right to any future impact, disruption, loss of efficiency or any other extraordinary or consequential costs that may occur as a result of proceeding with this proposed change.*

Negative changes will lower the overall contract price requiring no additional payment by owner.      ***Requested Amount of Change***      **\$6,728.00**

*The Contract Time will be changed by*      **0**      *Days*

Approved by Customer	Date _____	HPS Mechanical, Inc.	Date <u>01/07/19</u>
By (Print) _____		By (Print) <u>Jay Buenviaje</u>	
Signature _____		Signature	
Title _____		Title <u>P.M.</u>	





## HOURLY LABOR COST RATES

<b>Sub/Contractor:</b>	HPS Mechanical, Inc.	<b>Trade:</b>	Plumbing
<b>Date:</b>	11/12/2018	<b>Classification:</b>	Plumber Foreman
<b>Project:</b>	McKinna ES Recon. Plumbing	<b>Union :</b>	<input type="checkbox"/> <b>Non Union:</b> <input checked="" type="checkbox"/>
<b>Rate Effective Through:</b>	June 30, 2019		

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 50.13	\$ 75.20	\$ 100.26
Vacation & Holiday Accrual	\$ -	\$ -	\$ -
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 50.13</b>	<b>\$ 75.20</b>	<b>\$ 100.26</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security	\$ 3.11	\$ 4.66	\$ 6.22
Medicare	\$ 0.73	\$ 1.09	\$ 1.45
FUI	\$ 1.35	\$ 2.03	\$ 2.71
SUI	\$ 4.84	\$ 7.26	\$ 9.68
Workers Compensation Insurance	\$ 4.84	\$ 7.26	\$ 9.68
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Subsistence (If Applicable)	\$ 3.75	\$ 3.75	\$ 3.75
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 18.61</b>	<b>\$ 26.05</b>	<b>\$ 33.48</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 8.91	\$ 8.91	\$ 8.91
Pension & Retirement (or equivalent)	\$ 13.01	\$ 13.01	\$ 13.01
Training (or equivalent)	\$ 2.25	\$ 2.25	\$ 2.25
<b>Hourly Benefits Subtotal</b>	<b>\$ 24.17</b>	<b>\$ 24.17</b>	<b>\$ 24.17</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 92.91</b>	<b>\$ 125.41</b>	<b>\$ 157.91</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



## HOURLY LABOR COST RATES

<b>Sub/Contractor:</b>	HPS Mechanical, Inc.	<b>Trade:</b>	Plumbing
<b>Date:</b>	11/12/2018	<b>Classification:</b>	Plumber
<b>Project:</b>	McKinna ES Recon. Plumbing	<b>Union :</b>	<input type="checkbox"/> <b>Non Union:</b> <input checked="" type="checkbox"/>
<b>Rate Effective Through:</b>	June 30, 2019		

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 50.13	\$ 75.20	\$ 100.26
Vacation & Holiday Accrual	\$ -	\$ -	\$ -
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 50.13</b>	<b>\$ 75.20</b>	<b>\$ 100.26</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security	\$ 3.11	\$ 4.66	\$ 6.22
Medicare	\$ 0.73	\$ 1.09	\$ 1.45
FUI	\$ 1.35	\$ 2.03	\$ 2.71
SUI	\$ 4.84	\$ 7.26	\$ 9.68
Workers Compensation Insurance	\$ 4.84	\$ 7.26	\$ 9.68
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 14.86</b>	<b>\$ 22.30</b>	<b>\$ 29.73</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 8.91	\$ 8.91	\$ 8.91
Pension & Retirement (or equivalent)	\$ 13.01	\$ 13.01	\$ 13.01
Training (or equivalent)	\$ 2.25	\$ 2.25	\$ 2.25
<b>Hourly Benefits Subtotal</b>	<b>\$ 24.17</b>	<b>\$ 24.17</b>	<b>\$ 24.17</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 89.16</b>	<b>\$ 121.66</b>	<b>\$ 154.16</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |

**VERMEER**

[ VERM ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
CC-135	<b>8350</b>	\$76.79
M 220	<b>8380</b>	\$13.45
M 455 / M455A	<b>8480</b>	\$33.59
M 475	<b>8570</b>	\$35.83
M 475A	<b>8571</b>	\$40.04
M 485	<b>8580</b>	\$39.96
M 495	<b>8585</b>	\$63.17
T 300B, T 300A	<b>8718</b>	\$21.15
T 400C, T 400B, T 400A	<b>8781</b>	\$48.35
T 600D, C, B, A	<b>8842</b>	\$70.08
T 650	<b>8843</b>	\$119.45
T 800B, T 800A, T800	<b>8870</b>	\$112.84
T 800C	<b>8871</b>	\$122.87
T 850	<b>8875</b>	\$219.35
V 430	<b>8950</b>	\$24.31
V 430A	<b>8951</b>	\$27.46
V 434 / M 434	<b>9000</b>	\$23.42
V 440	<b>9015</b>	\$26.49
V 450	<b>9017</b>	\$32.10
V 454	<b>9020</b>	\$27.41
V 1550	<b>9025</b>	\$12.67

**TRUCK, TRUCK TRAILERS, EXCL. DUMP TRUCKS & EQPT TRAIL** [ TRUCK ]

**DELAY FACTOR = 0.15 OVERTIME FACTOR = 0.87**

Includes all attachments and accessories related to hauling, with and without trailers as needed. Includes water trucks, freight trucks and passenger vehicles, including 4wd option. Listed by Mfr's Gross Vehicle Weight in Kilograms(pounds). For tractor-trailer units, the gross vehicle weight of the cargo carrying unit or units will control. In the case of water trucks, the tank capacity expressed in kilograms (pounds) of water plus 20%, will determine the gross vehicle weight. For attachment allowance, see attachment class.

**TRUCKS** [ T&TT ]

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
<b>CARS , LIGHT TRUCKS</b>			
3175 (7000)	5443 (12000) No small pickups	<b>06-12</b>	\$24.98
5443 (12000)	9072 (20000)	<b>12-20</b>	\$32.48
9072 (20000)	12701(28000)	<b>20-28</b>	\$34.49
<b>12701 (28000)</b>	<b>16330 (36000)</b>	<b>28-36</b>	<b>\$39.96</b>
16330 (36000)	21773 (48000)	<b>36-48</b>	\$53.72
21773 (48000)	27216 (60000)	<b>48-60</b>	\$58.85
27216(60000) & Over		<b>60</b>	\$66.25

**TRUCKS, OFF-HIGHWAY** [ TRUOF ]

**DELAY FACTOR = 0.25 OVERTIME FACTOR = 0.77**

Includes all attachments and accessories. Includes end dump, belly dump and earthmover types. Listed in accordance with Mfr's rated capacity in tonnes (tons). In the case of earthmover types, rated by Mfr's volumetric capacity, a factor of 1.4 tonnes per cubic meter (1-1/2 tons per cubic yard) of struck capacity shall be used.

**TRUCK OFF-HIGHWAY** [ TRU ]

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
9.1 (10)	13.6 (15)	<b>10-15</b>	\$41.91
16.3 (18)	20.0 (22)	<b>18-22</b>	\$75.57
20.0 (22)	24.5 (27)	<b>22-27</b>	\$94.03
24.5 (27)	29.0 (32)	<b>27-32</b>	\$107.75
29.0 (32)	36.3 (40)	<b>32-40</b>	\$145.53
36.3 (40)	49.9 (55)	<b>40-55</b>	\$213.61
49.9 (55)	60.8 (67)	<b>55-67</b>	\$240.36

**TRUCKS, DUMP, ON-HIGHWAY** [ TRUON ]

**DELAY FACTOR = 0.21 OVERTIME FACTOR = 0.81**

Includes all end dump, side dump and belly dump types; including all attachments and accessories.

**TRUCK ON-HIGHWAY** [ TRUN ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
2 axles	<b>2AXL</b>	\$45.02
3 axles	<b>3AXL</b>	\$60.45
4 axles	<b>4AXL</b>	\$69.24
5 axles	<b>5AXL</b>	\$76.23

**WELDING EQUIPMENT** [ WELD ]

**DELAY FACTOR = 0.21 OVERTIME FACTOR = 0.81**

**ARC WELDING MACHINES** [ AWM ]

Diesel, gas or electric powered. Includes helmets, holders, cable and all attachments and accessories. Rate capacity in amps.

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	250	<b>0-250</b>	\$4.95
250	500	<b>250-500</b>	\$9.49
over	500	<b>500</b>	\$10.08

**GAS WELDING OUTFIT** [ GWO ]

Includes regulator, 7.6 meters (25 feet) of hose, torch, goggles, lighter and attachments and accessories. Gas and rod shall be paid separately.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
ALL	<b>ALL</b>	\$0.28





Segment Name: SINK (ELEMENTARY)

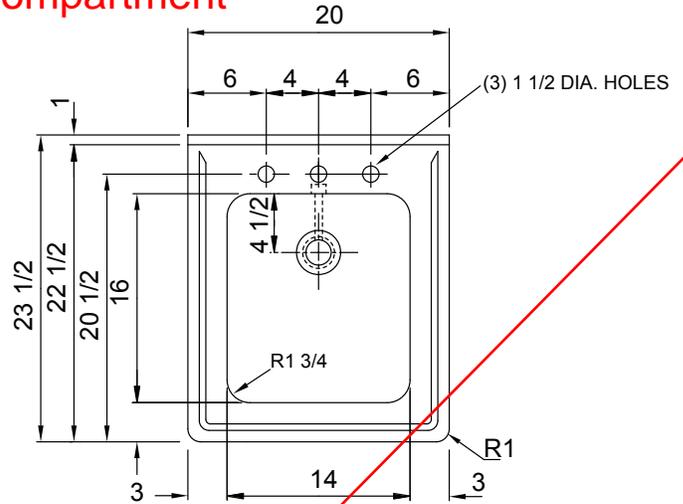
Segment Code: S-2



# HCL-23520

## INSTITUTIONAL GROUP HANDICAP LAVATORY - WALL-HUNG

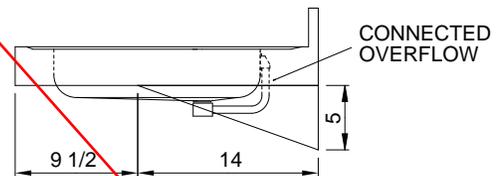
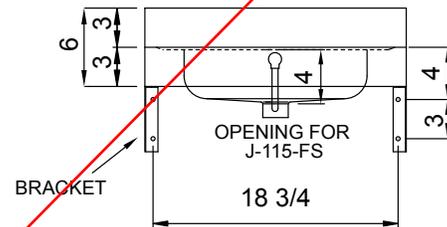
Change to Just Sink, rim mount,  
model CRAF-ADA-1931-A-GR,  
4-1/2" depth 18 ga. single  
compartment



**ADA  
COMPLIANT  
Vandal Resistant**

### SPECIFICATIONS

Seamless die-drawn construction of type 304, 18-8 stainless steel. Interior and top surfaces polished to a non-porous Hand-Blended Just Finish. Smooth coated underside insulates for sound, and reduces condensation. Straight-sided compartment with 1 3/4" radius corners provides greater capacity. Drain punch for standard lavatory drain unless otherwise specified.



SUBMITTAL DATA

APPROVED FOR MANUFACTURING

MODEL NO.: **HCL-23520** QTY: \_\_\_\_\_

JOB NAME: \_\_\_\_\_

TAG/ITEM: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



JUST MFG. COMPANY CONTINUES TO MAKE QUALITY AND FUNCTIONALITY A MARK OF THE JUST PRODUCT LINE. TO DO SO REQUIRES THAT WE RESERVE THE RIGHT TO CHANGE PRODUCT INFORMATION WITHOUT NOTICE. DIMENSIONS MAY VARY AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. NO RESPONSIBILITY IS ASSUMED FOR USE OF SUPERCEDED OR VOIDED DATA. FOR THE MOST CURRENT AND ACCURATE INFORMATION REGARDING THE COMPLETE LINE OF JUST SINKS, FAUCETS AND DRAINS, CLICK ON THE **SPEC LINE DRAWINGS** LINK ON OUR WEB SITE AT [www.justmfg.com](http://www.justmfg.com)

**JUST MANUFACTURING COMPANY** 9233 KING STREET . FRANKLIN PARK . ILLINOIS . 60131-2111  
PH: 847-678-5150 . FAX: 847-678-6817 . E-MAIL: [custserv@justmfg.com](mailto:custserv@justmfg.com) . [www.justmfg.com](http://www.justmfg.com)

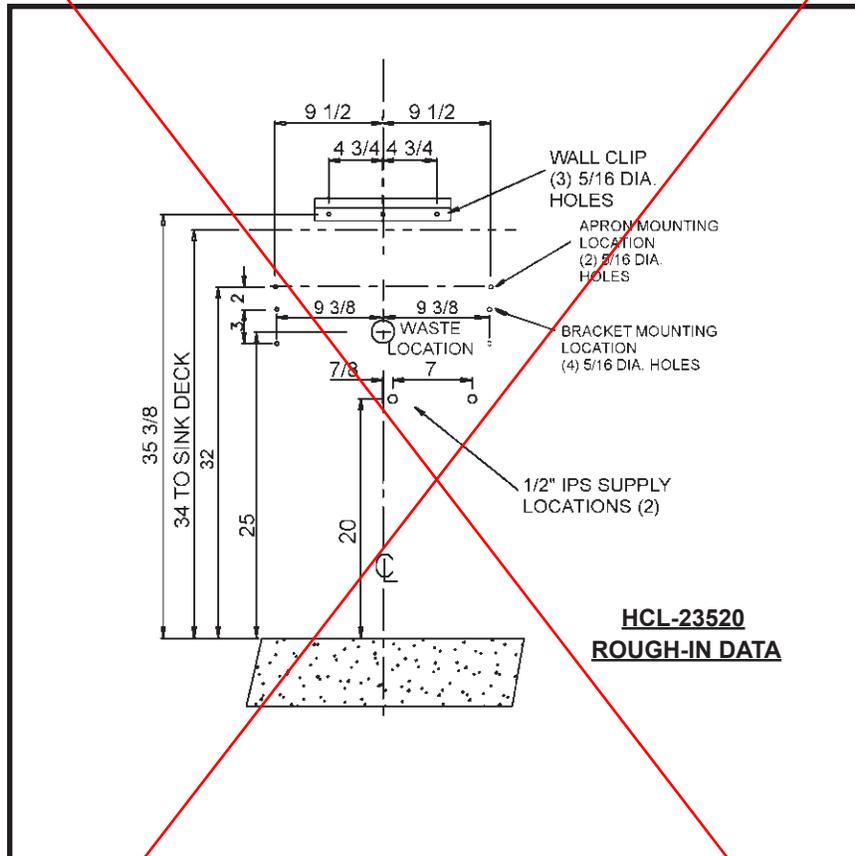


# HCL-23520

S-2

**INSTITUTIONAL GROUP  
HANDICAP LAVATORY - WALL-HUNG**

**SUBMITTAL DATA**



JUST MANUFACTURING COMPANY

9233 KING STREET . FRANKLIN PARK . ILLINOIS . 60131-2111

PH: 847-678-5150 . FAX: 847-678-6817 . E-MAIL: [custserv@justmfg.com](mailto:custserv@justmfg.com) . [www.justmfg.com](http://www.justmfg.com)

HCL23520

547

# MECHANICAL FAUCETS

## 350-E35ABCP

Change to model  
350DB6AE3ABCP, 317  
handle per ADA.

## Manual Faucets

Add Chicago faucet bubbler  
model 748-665ABCP

### Product Type

Deck Mounted Single Hole Single Supply Sink Faucet

### Features & Specifications

- Single Hole
- 5-1/4" Rigid / Swing Gooseneck Spout
- 1.5 GPM (5.7 L/min) Aerator
- 2-3/8" Lever Handle
- Quatum Compression Operating Cartridge
- 1/2" NPSM Supply Inlet with Coupling Nut for 3/8" or 1/2" Flexible Riser
- ECAST® design provides durable brass construction with total lead content equal to or less than 0.25% by weighted average

### Performance Specification

- Rated Operating Pressure: 20-125 PSI
- Rated Operating Temperature: 40-140°F

### Warranty

- Lifetime Limited Faucet Warranty
- 5-Year Limited Cartridge Warranty
- 1-Year Limited Finish Warranty

### Codes & Standards

- ASME A112.18.1/CSA B125.1
- Certified to NSF/ANSI 61, Section 9 by CSA
- California Health and Safety Code 116875 (AB1953-2006)
- Vermont Bill S.152
- NSF/ANSI 372 Low Lead Content
- ADA ANSI/ICC A117.1
- CALGreen

Job Name \_\_\_\_\_

Item Number \_\_\_\_\_

Section/Tag \_\_\_\_\_

Model Specified \_\_\_\_\_

Architect \_\_\_\_\_

Engineer \_\_\_\_\_

Contractor \_\_\_\_\_

Submitted as Shown       Submitted with Variations

Date \_\_\_\_\_



### ECAST

ECAST products are intended for installation where state laws and local codes mandate lead content levels or in any location where lead content is a concern.

548

2100 South Clearwater Drive  
Des Plaines, IL  
P: 847/803-5000  
F: 847/803-5454  
Technical: 800/TEC-TRUE  
www.chicagofaucets.com



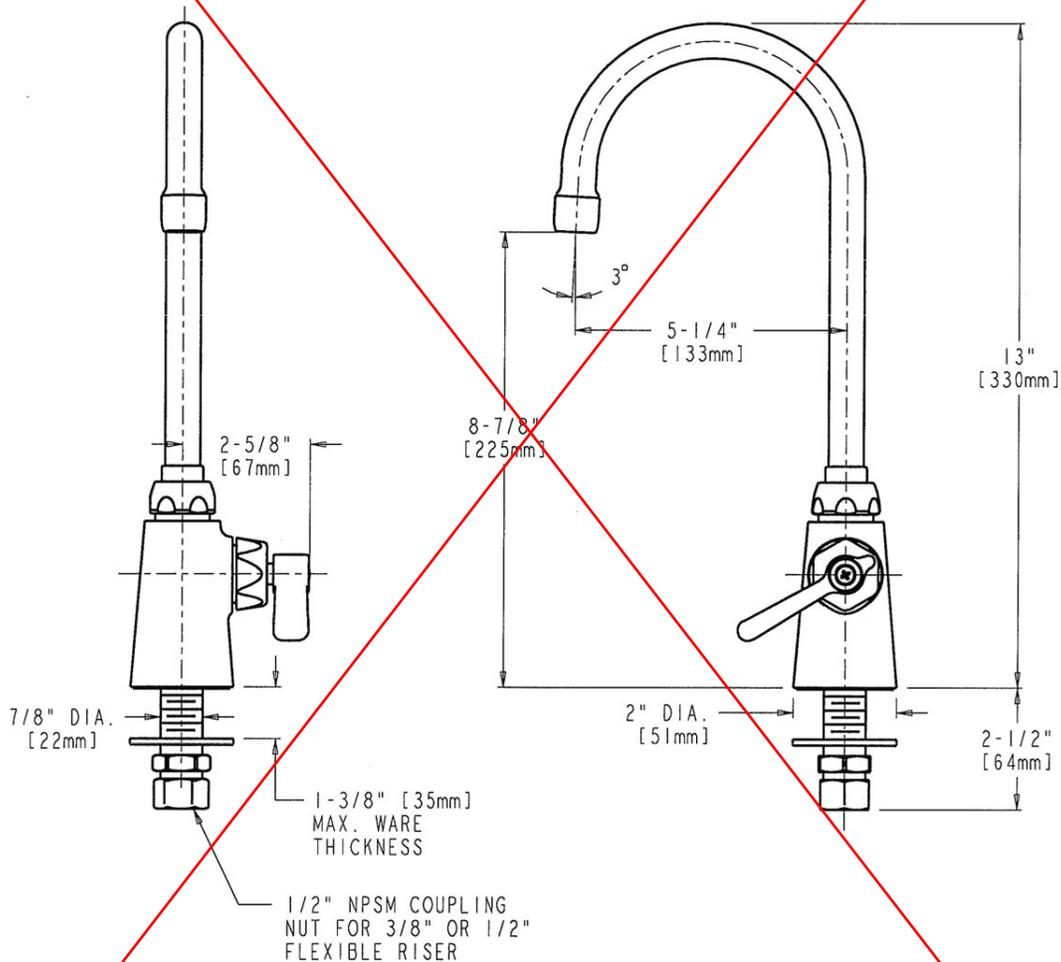
# 350-E35ABCP

## Manual Faucets



### Architect/Engineer Specification

Chicago Faucets No. 350-E35ABCP, Deck Mounted Single Hole Single Supply Sink Faucet, Chrome Plated solid brass construction. 5-1/4" Center to Center Rigid / Swing Gooseneck Spout. 1.5 GPM (5.7 L/min) Pressure Compensating Softflo Aerator. 2-3/8" Metal Lever handle(s) with Sixteen Point Tapered Broach and Secured Blue Button. Quatum™ rebuildable compression cartridge, opens and closes 90°, closes with water pressure, features square tapered stem. 1/2" NPSM Supply Inlet with Coupling Nut for 3/8" or 1/2" Flexible Riser. ECAST® construction with less than 0.25% lead content by weighted average. CALGreen Compliant. This product meets ADA ANSI/ICC A117.1 requirements and is tested and certified to industry standards: ASME A112.18.1/CSA B125.1, Certified to NSF/ANSI 61, Section 9 by CSA, California Health and Safety Code 116875 (AB1953-2006), Vermont Bill S.152, NSF/ANSI 372 Low Lead Content, and California Green Building Standards Code (CALGreen).



### Operation and Maintenance

Installation should be in accordance with local plumbing codes. Flush all pipes thoroughly before installation. After installation, remove spout outlet or flow control and flush faucet thoroughly to clear any debris. Care should be taken when cleaning the product. Do not use abrasive cleaners, chemicals or solvents as they can result in surface damage. Use mild soap and warm water for cleaning and protecting the life of Chicago Faucet products. For specific operation and maintenance refer to the installation instructions and repair parts documents that are located at [www.chicagofaucets.com](http://www.chicagofaucets.com).

Chicago Faucets, member of the Geberit Group, is the leading brand of commercial faucets and fittings in the United States, offering a complete range of products for schools, laboratories, hospitals, office buildings, food service, airports and sport facilities. Call 1.800.TECTRUE or 1.847.803.5000 Option 1 for installation or other technical assistance.



2100 South Clearwater Drive  
Des Plaines, IL  
P: 847/803-5000  
F: 847/803-5454  
Technical: 800/TEC-TRUE  
[www.chicagofaucets.com](http://www.chicagofaucets.com)



PACE SUPPLY CORP  
 3105 GATEWAY AVE.  
 BAKERSFIELD CA 93307  
 PHONE#: 855-376-5050

\* \* Q U O T A T I O N \* \*

TO: HPS MECHANICAL  
 3100 E BELLE TERRACE  
 BAKERSFIELD, CA 93307

DATE: 12/05/18 NO. 856836  
 TO DATE: 01/04/19  
 JOB: 2439 S-2 CHANGE NAHO  
 FOB: ORIGIN  
 PREP. BY NATE HODSON

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

PAGE: 1

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Qty	Part Number	Description	Price...	Extended
-----	-------------	-------------	----------	----------

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PI =====>

0 NOTE: DUE TO THE VOLATILITY  
 OF VARIOUS MARKET  
 CONDITIONS CONCERNING  
 TARIFFS, PLEASE ADD  
 10% PER YEAR TO  
 ALL QUOTED PRICING TO  
 COVER ANY YET TO BE  
 ANNOUNCED MANUFACTURER  
 PRICE INCREASES.

\*  
 THIS QUOTE IS PROTECTED  
 FOR 30 DAYS FROM DATE  
 OF QUOTE.

-----  
 0.00

S-2 =====>

31	XXX	JUST CFAF-ADA-1931-A-GR-1	325.01	10075.31
31	JUSJ35	SINK STRAINER W/TAIL PC JUST	29.76	922.56
31	XXX	CHICAGO 350 W/317 HANDLE	124.86	3870.66
		DB6AJKABCP SPOUT		
31	CHF748665AB	ECAST METERING BUBBLER W/VP PINS	190.25	5897.75

-----  
 20766.28

TERMS =====>

0 NOTE: ALL QUOTES ARE BASED ON DELIVERY  
 TO JOBSITE OR SHOP, AND ARE



PAGE: 2

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=====
Qty      Part Number      Description                               Price... Extended
=====
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LIMITED TO CURBSIDE DELIVERY
ONLY *
MATERIAL LISTED ABOVE IS QUOTED
AS A SERVICE TO OUR CUSTOMERS. PACE
SUPPLY IS NOT RESPONSIBLE FOR
ERRORS AND/OR OMISSIONS DUE TO OUR
INTERPRETATION OF PLANS, BILL OF
MATERIALS, DETAIL DRAWINGS AND/OR
SPECIFICATIONS PROVIDED IN REQUEST
FOR THIS MATERIAL QUOTATION. PUR-
CHASER ASSUMES FULL RESPONSIBILITY
FOR THE APPLICATION AND/OR SPECIFI-
CATION FOR PURCHASER'S INTENDED
USE. PLEASE VERIFY MATERIAL AND
QUANTITIES PRIOR TO ORDERING.

```

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0.00
```

```

                                QUOTATION TOTALS                20766.28

```



# CHANGE ORDER REQUEST

3100 E. Belle Terrace  
Bakersfield, CA 93307  
661-397-2121  
Fax 661-396-2589

CHANGE ORDER REQUEST NO: 6  
REQUEST DATE: 05/31/2019  
REQUESTED BY: Samuel Firman  
CUSTOMER REF #:

**TO: Bernards**  
555 First St.  
San Fernando CA 91340  
  
**Attn: Jaime Pace**      **Phone: 310-909-9763**

**PROJECT: 2439 McKinna ES Reconstruction Plumbing**  
1611 South J Street  
Oxnard CA 93033

*If you wish for us to proceed with the following work please issue a written change order for the amount shown or sign below indicating approval.*

COST BREAKDOWN ATTACHED	<input checked="" type="checkbox"/>
PLANS ATTACHED	<input type="checkbox"/>
SPECIFICATIONS ATTACHED	<input type="checkbox"/>

Description of Work	Amount
PR 19 IDF Relocation	2,046.00

Remarks

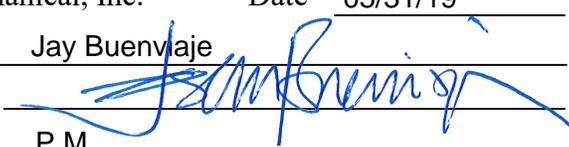
*\*HPS reserves the right to any future impact, disruption, loss of efficiency or any other extraordinary or consequential costs that may occur as a result of proceeding with this proposed change.*

Negative changes will lower the overall contract price requiring no additional payment by owner.

**Requested Amount of Change** \$2,046.00

The Contract Time will be changed by 0 Days

Approved by Customer      Date \_\_\_\_\_  
By (Print) \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_

HPS Mechanical, Inc.      Date 05/31/19  
By (Print) Jay Buenviaje  
Signature   
Title P.M.





## HOURLY LABOR COST RATES

<b>Sub/Contractor:</b>	HPS Mechanical, Inc.	<b>Trade:</b>	Plumbing
<b>Date:</b>	11/12/2018	<b>Classification:</b>	Plumber Foreman
<b>Project:</b>	McKinna ES Recon. Plumbing	<b>Union :</b>	<input type="checkbox"/> <b>Non Union:</b> <input checked="" type="checkbox"/>
<b>Rate Effective Through:</b>	June 30, 2019		

	<b>Straight Time</b>	<b>Time &amp; 1/2</b>	<b>Double Time</b>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 50.13	\$ 75.20	\$ 100.26
Vacation & Holiday Accrual	\$ -	\$ -	\$ -
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 50.13</b>	<b>\$ 75.20</b>	<b>\$ 100.26</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security	\$ 3.11	\$ 4.66	\$ 6.22
Medicare	\$ 0.73	\$ 1.09	\$ 1.45
FUI	\$ 1.35	\$ 2.03	\$ 2.71
SUI	\$ 4.84	\$ 7.26	\$ 9.68
Workers Compensation Insurance	\$ 4.84	\$ 7.26	\$ 9.68
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Subsistence (If Applicable)	\$ 3.75	\$ 3.75	\$ 3.75
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 18.61</b>	<b>\$ 26.05</b>	<b>\$ 33.48</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 8.91	\$ 8.91	\$ 8.91
Pension & Retirement (or equivalent)	\$ 13.01	\$ 13.01	\$ 13.01
Training (or equivalent)	\$ 2.25	\$ 2.25	\$ 2.25
<b>Hourly Benefits Subtotal</b>	<b>\$ 24.17</b>	<b>\$ 24.17</b>	<b>\$ 24.17</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 92.91</b>	<b>\$ 125.41</b>	<b>\$ 157.91</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |

# Price Quotation # B431121

## FEL BAKERSFIELD #1014

6300 DISTRICT BLVD.  
BAKERSFIELD, CA 93313

Phone : 661-396-3200  
Fax : 661-397-5580

**Bid No.....: B431121**  
**Bid Date...: 05/30/19**  
**Quoted By: SRC**  
**Customer.: HPS MECHANICAL INC**  
**3100 E BELLE TERRACE**  
**BAKERSFIELD, CA 93307**

**Cust Phone: 661-324-2121**  
**Terms.....: NET 10TH PROX**  
**Ship To.....: HPS MECHANICAL INC**  
**3100 E BELLE TERRACE**  
**BAKERSFIELD, CA 93307**

**Cust PO#...: 2439 CO**

**Job Name.:**

Item	Description	Quantity	Net Price	UM	Total
	2439 CO QUOTE				
KHARDF20	3/4 X 20 K HARD COP TUBE	40	402.289	C	160.92
	SOLD ON 20' INCREMENTS				
C9F	3/4 WROT CXC 90 ELL 7/8 OD	6	0.981	EA	5.89
CTF	3/4 WROT CXCXC TEE 7/8 OD	1	1.805	EA	1.81
C4F	3/4 WROT CXC 45 ELL 7/8 OD	2	1.368	EA	2.74
FNW7012EP0075	3/4 EPOX PLTD FELT ADJ SWVL RNG HG	3	1.824	EA	5.47
GATRC10	3/8X10 Z/PLT ATR	10	0.410	FT	4.10

Subtotal:           \$180.93  
 Inbound Freight:   \$0.00  
 Tax:                   \$14.94  
 Order Total:         \$195.87

Item Code	Description	Notice
C9F	3/4 WROT CXC 90 ELL 7/8 OD	⚠ WARNING: Cancer and Reproductive Harm - <a href="http://www.P65warnings.ca.gov">www.P65warnings.ca.gov</a>
CTF	3/4 WROT CXCXC TEE 7/8 OD	⚠ WARNING: Cancer and Reproductive Harm - <a href="http://www.P65warnings.ca.gov">www.P65warnings.ca.gov</a>
C4F	3/4 WROT CXC 45 ELL 7/8 OD	⚠ WARNING: Cancer and Reproductive Harm - <a href="http://www.P65warnings.ca.gov">www.P65warnings.ca.gov</a>
FNW7012EP0075	3/4 EPOX PLTD FELT ADJ SWVL RNG HG	⚠ WARNING: Cancer and Reproductive Harm - <a href="http://www.P65Warnings.ca.gov">www.P65Warnings.ca.gov</a>

**Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.**

**CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.**

**Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>. Govt Buyers: All items quoted are open market unless noted otherwise.**

**LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.**

**WATER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are not allowed for 'public use' in California.**

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Enter the following link to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=609&on=733937>



Date: May 31, 2019

Customer: HPS Mechanical, Inc.

Attention: Sam Firman

Subject: McKinna E.S.

KI COR #1

We have reviewed the scope of work included in the above referenced Project and find a "cost impact" to our contract.

Scope: Added pipe insulation scope 30' of 7/8" x1" (scope per HPS)

---

---

Total Add Amount: \$600.00

---

\*\*\*\*\*We exclude any additional cost related to OSHA 30-Hour Training Policy. Our proposal expires 30 days from date above.

CA State License # 309141 exp. 1-31-21  
Public Works DIR# 1000006996  
Respectfully Submitted,  
**KARCHER INSULATION, INC.**

*Glen Howard*

Authorization to proceed. X

557

# PROPOSAL REQUEST

## McKinna Elementary School

Number

**19**

**Contractor** Bernards

**Owner** Oxnard School District

**Contract Start Date** 07.16.18

**Date Issued** 05.29.19

---

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

**Subject: IDF Relocation**

See attached updated sheets for information on the relocated IDF for the southern side of the classroom building.

***This is not a change of contract. Do not proceed with the work described until notified by the Owner.***

**Attachments**

None

**Lead  
Signature**

---

Kevin Griendling, AIA  
Perkins Eastman Dougherty



### DOOR SCHEDULE

#### NOTES

- GENERAL NOTES:**
- PROVIDE FIRE RESISTIVE GLAZING WHERE FIRE RATING IS REQUIRED. FIRE RATED GLASS WILL HAVE MAX. AREA OF 100 SQUARE INCHES. MAXIMUM EFFORT TO OPERATE EXTERIOR DOORS IS 5 LBS. NON-RATED GLAZING TO BE 1/4" TEMPERED.
  - DOOR FINISH TO BE PAINT, SEMI-GLOSS.
  - OPERABLE FLOOR HARDWARE PARTS SHALL BE POSITIONED AT MINIMUM OF 34" AND MAXIMUM OF 44" ABOVE THE FINISHED FLOOR OR GROUND.
  - SEE FLOOR PLANS FOR DOOR SIGNAGE LOCATION.

### DOOR SCHEDULE

#### LEGEND

- MATERIAL**
- AL ALUMINUM
  - CL CHAINLINK
  - FR FIRE RESIST. GLAZING
  - HM HOLLOW METAL
  - MTL METAL
  - MFR MANUFACTURER
  - SCW SOLID CORE WOOD
  - SS STAINLESS STEEL
  - STL STEEL
  - T TEMPERED GLAZING
  - WD WOOD
  - WI WROUGHT IRON
- FINISH**
- A-1 CLEAR ANODIZED
  - P-1 PAINT (SEMI-GLOSS)
  - PC-1 POWER-COATED

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION  
 OXNARD SCHOOL DISTRICT  
 1611 SOUTH J STREET, OXNARD, CA 93033

JOB 21710.00  
 SCALE AS NOTED  
 PM DM  
 DATE 05/09/2019  
 ASI\_002 10.04.18  
 CC05 02.13.19  
 CCD012 05.06.19  
 PR\_19 05.23.19

DOOR AND GATE SCHEDULE

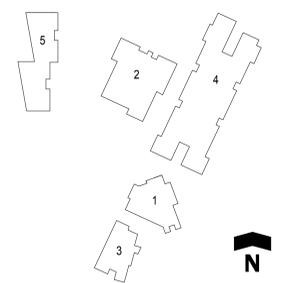
COSTA MESA | OAKLAND  
www.dougherty.us

**A013**

IDENTIFICATION STAMP  
DIVISION OF REGULATION CT SERVICES

FILE NO: 56-22  
 AA: 03-118371

AC FLS SS  
 DATE



ROOM #	DOOR #	SIZE		DOOR			HARDWARE		FRAME		DETAILS, SEE SHEET A541 U.N.O.			COMMENTS
		WIDTH	HEIGHT	TYPE	MATERIAL	FINISH	GROUP	PH	FIRE RATING	MATERIAL	FINISH	HEAD	JAMB	
101	1	6'-0"	7'-0"	DD	AL	A-1	A582	PH	-	AL	A-1	SEE A014	SEE A014	A8&L8/A523
101	2	3'-0"	7'-0"	D	AL	A-1	A482	PH	-	AL	A-1	SEE A014	SEE A014	A8
103	1	3'-0"	7'-0"	D	SCW	P-1	A032	PH	-	HM	P-1	L5/A522	L10/A522	L5/A522
103	2	3'-0"	7'-0"	D	AL	A-1	A482	PH	-	AL	A-1	SEE A014	SEE A014	A8
104	1	3'-0"	7'-0"	D	AL	A-1	A010	PH	-	AL	A-1	SEE A014	SEE A014	A8
105	1	3'-0"	7'-0"	A	SCW	P-1	040	-	-	HM	P-1	C2	C4	C10
106	1	3'-0"	7'-0"	A	SCW	P-1	030	-	-	HM	P-1	C2	C4	C6
107	1	3'-0"	7'-0"	A	SCW	P-1	020	-	-	HM	P-1	C2	C4	C6
109	1	3'-0"	7'-0"	B	SCW	P-1	030	-	-	HM	A-1	C2	C4	C6
110	1	3'-0"	7'-0"	B	SCW	P-1	030	-	-	HM	A-1	C2	C4	C6
111	1	3'-0"	7'-0"	D	HM	A-1	A483R	PH	-	HM	P-1	K6/A524	L10/A523	L6/A523
112	1	3'-0"	7'-0"	A	SCW	P-1	020	-	-	HM	P-1	C2	C4	C6
113	1	3'-0"	7'-0"	A	SCW	P-1	020	-	-	HM	P-1	C2	C4	C6
114	1	3'-0"	7'-0"	D	HM	P-1	A482	PH	-	HM	P-1	L6/A523	L10/A523	L6/A523
115	1	3'-0"	7'-0"	D	HM	P-1	A482	PH	-	HM	P-1	L6/A523	L10/A523	L6/A523
115	2	3'-0"	7'-0"	D	SCW	P-1	A012	-	-	HM	P-1	L5/A522	C4	L6/A523
116	1	3'-0"	7'-0"	A	HM	P-1	442.1R	-	-	HM	P-1	E2	E4	E6
117	1	3'-0"	7'-0"	A	HM	P-1	442.1R	-	-	HM	P-1	E2	E4	E6
118	1	3'-0"	7'-0"	A	HM	P-1	453	-	-	HM	P-1	E2	E4	E6
118	1	3'-0"	7'-0"	A	HM	P-1	453.4	-	-	HM	P-1	E2	E4	E6
120	1	3'-0"	7'-0"	C	HM	P-1	453	-	-	HM	P-1	E2	E4	E6
201	1	6'-0"	7'-0"	DD	AL	A-1	A582	PH	-	AL	A-1	SEE A015	SEE A015	L8/A523
201	2	6'-0"	8'-0"	DD	AL	A-1	A582	PH	-	AL	A-1	SEE A015	SEE A015	L8/A523
201	3	6'-0"	7'-0"	DD	AL	A-1	A582	PH	-	AL	A-1	SEE A015	SEE A015	L8/A523
201	4	3'-0"	6'-10"	D	AL	A-1	A482	PH	-	AL	A-1	SEE A015	SEE A015	L8/A523
201	5	3'-0"	6'-10"	D	AL	A-1	A482	PH	-	AL	A-1	SEE A015	SEE A015	L8/A523
202	1	3'-8"	7'-0"	B	HM	P-1	483.4	PH	-	HM	P-1	E2	E4	E6
202	2	3'-0"	7'-0"	B	SCW	P-1	042.1	-	-	HM	P-1	C2	C4	C6
204	1	3'-0"	7'-0"	A	HM	P-1	022	-	-	HM	P-1	E2	E4	E6
205	1	3'-0"	7'-0"	A	SCW	P-1	042	-	-	HM	P-1	C2	C4	C6
208	1	3'-0"	7'-0"	A	HM	P-1	442.1R	-	-	HM	P-1	E2	E4	E6
209	1	3'-0"	7'-0"	A	HM	P-1	442.1R	-	-	HM	P-1	E2	E4	E6
210	1	6'-0"	7'-0"	BB	HM	P-1	244	-	45 MIN.	HM	P-1	C2	C4	C6
210	2	3'-8"	7'-0"	A	HM	P-1	453.4	-	-	HM	P-1	E2	E4	E6
211	1	3'-0"	7'-0"	A	SCW	P-1	052	-	-	HM	P-1	C2	C4	C6
212	1	6'-0"	7'-0"	CC	HM	P-1	251	-	-	HM	P-1	C2	C4	C6
213	1	3'-0"	7'-0"	A	SCW	P-1	453	-	-	HM	P-1	E2	E4	E6
214	1	3'-0"	7'-0"	A	SCW	P-1	052.1	-	-	HM	P-1	C2	C4	C6
215	1	3'-8"	7'-0"	A	HM	P-1	453.4	-	-	HM	P-1	E2	E4	E6
230	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
231	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
232	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
302	1	6'-0"	7'-0"	DD	AL	A-1	A582	PH	-	HM	P-1	L6/A523	L10/A523	L6 & L8/A523
302	2	6'-0"	7'-0"	DD	AL	A-1	A582	PH	-	HM	P-1	L6/A523	L10/A523	L6 & L8/A523
302	3	6'-0"	7'-0"	DD	AL	A-1	A582	PH	-	HM	P-1	SEE A014	SEE A014	L8/A523
303	1	3'-0"	7'-0"	B	SCW	P-1	A042	-	-	HM	P-1	C2	C4	C6
304	1	3'-0"	7'-0"	D	AL	A-1	A010	-	-	AL	A-1	SEE A014	SEE A014	A10
305	1	3'-0"	7'-0"	D	AL	A-1	A010	-	-	AL	A-1	SEE A014	SEE A014	A10
306	1	3'-0"	7'-0"	B	SCW	P-1	040.1	-	-	HM	P-1	C2	C4	A10
307	1	3'-0"	7'-0"	D	AL	A-1	A042	-	-	HM	A-1	C2	C4	C6
307B	2	15' - 9 3/4"	9' - 6 5/8"	F	-	-	960	-	-	MFR	MFR	J2	L2	C6
308	1	3'-0"	7'-0"	A	SCW	P-1	020	-	-	HM	P-1	C2	C4	C6
309	1	3'-0"	7'-0"	A	SCW	P-1	020	-	-	HM	P-1	C2	C4	C6
310	1	3'-0"	7'-0"	C	HM	P-1	455	-	-	HM	P-1	E2	E4	E6
311	1	3'-0"	7'-0"	D	AL	A-1	A010	-	-	AL	A-1	SEE A014	SEE A014	A10
312	1	3'-0"	7'-0"	C	HM	P-1	453	-	-	HM	P-1	E2	E4	E6
401	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
402	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
403	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
404	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
405	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
406	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
407	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
408	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
409	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
410	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
411	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
411	2	3'-0"	7'-0"	B	SCW	P-1	483	PH	-	HM	P-1	E2	E4	E6
412	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
413	1	3'-0"	7'-0"	A	HM	P-1	483	PH	-	HM	P-1	E2	E4	E6
414	1	3'-0"	7'-0"	A	HM	P-1	468	-	-	HM	P-1	E2	E4	E6
415	1	3'-0"	7'-0"	A	HM	P-1	453	-	-	HM	P-1	E2	E4	E6
416	1	3'-0"	7'-0"	A	HM	P-1	483	PH	-	HM	P-1	E2	E4	E6
417	1	3'-0"	7'-0"	A	SCW	P-1	020	-	-	HM	P-1	C2	C4	C6
418	1	3'-0"	7'-0"	A	HM	P-1	452	-	-	HM	P-1	E2	E4	E6
418	2	3'-0"	7'-0"	A	HM	P-1	453	-	-	HM	P-1	E2	E4	E6
419	1	3'-0"	7'-0"	A	HM	P-1	452	-	-	HM	P-1	E2	E4	E6
421	1	6'-0"	7'-0"	CC	HM	P-1	553	-	-	HM	P-1	E2	E4	E6
422	1	3'-0"	7'-0"	A	HM	P-1	452	-	-	HM	P-1	E2	E4	E6
431	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
432	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
433	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
434	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
435	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
436	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
437	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
438	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
439	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
440	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
441	1	3'-0"	7'-0"	B	SCW	P-1	482	PH	-	HM	P-1	E2	E4	E6
441	2	3'-0"	7'-0"	B	SCW	P-1	482	PH	-	HM	P-1	E2	E4	E6
442	1	3'-0"	7'-0"	B	SCW	P-1	442	-	-	HM	P-1	E2	E4	E6
443	1	3'-0"	7'-0"	A	HM	P-1	483	PH	-	HM	P-1	E2	E4	E6
444	1	3'-0"	7'-0"	A	HM	P-1	468	-	-	HM	P-1	E2	E4	E6
445	1	3'-0"	7'-0"	A	HM	P-1	453	-	-	HM	P-1	E2	E4	E6
446	1	3'-0"	7'-0"	A	HM	P-1	483	PH	-	HM	P-1	E2	E4	E6
447	1	6'-0"	7'-0"	CC	HM	P-1	551	-	-	HM	P-1	E2	E4	E6
448	1	6'-0"	7'-0"	CC	HM	P-1	551	-	-	HM	P-1	E2	E4	E6
449	1	3'-0"	7'-0"	A	HM	P-1	453	-	-	HM	P-1	C2	C4	C6
501	1	3'-0"	7'-0"	B	HM	P-1	482	PH	-	HM	P-1	E2	E4	E6
501	2	3'-0"	7'-0"	B	HM	P-1	483	PH	-	HM	P-1	E2	E4	E6
502	1	3'-0"	7'-0"	B	HM	P-1	482	PH	-	HM	P-1	E2	E4	E6
502	2	3'-0"	7'-0"											

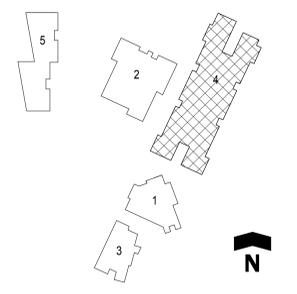
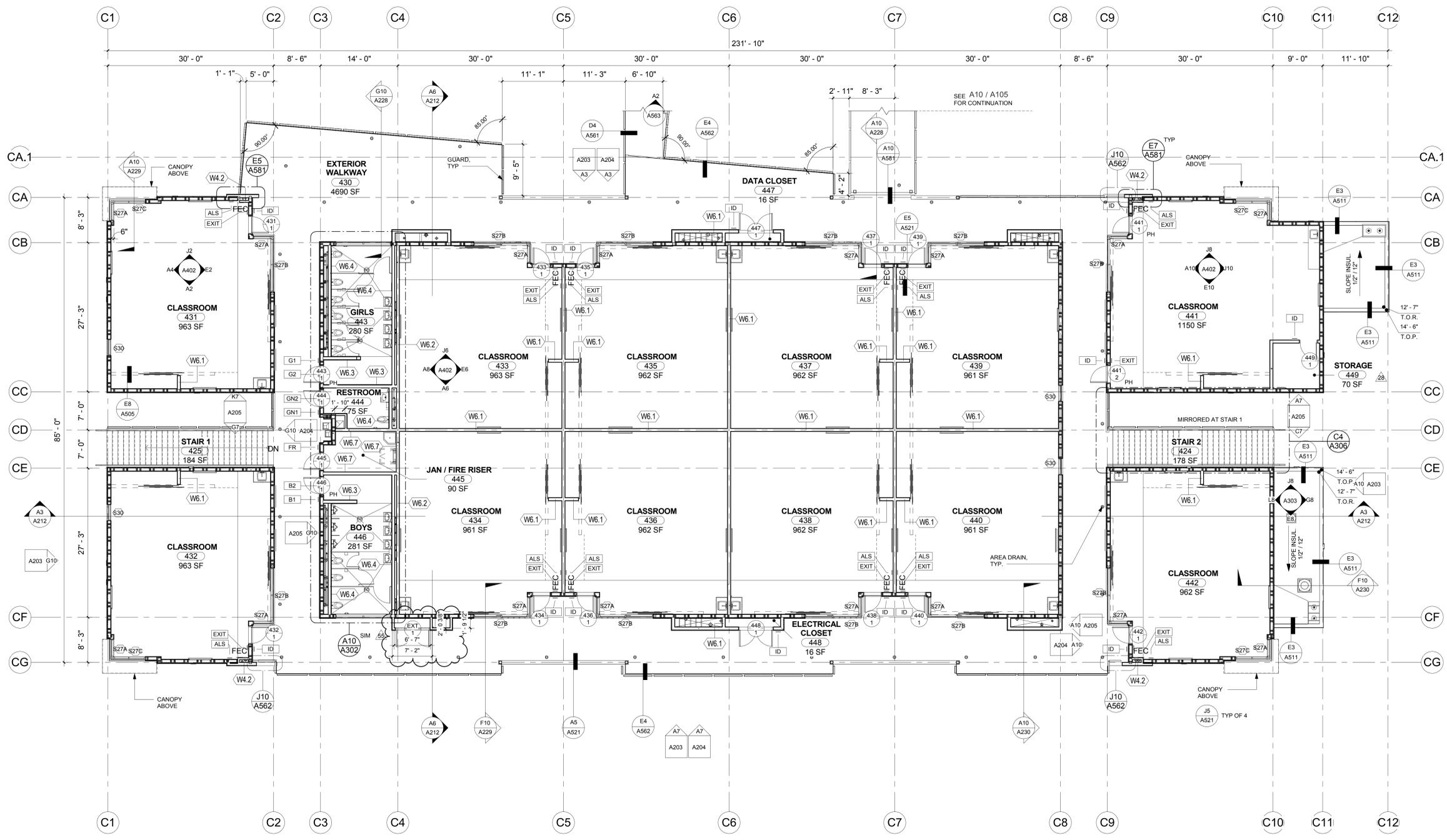


### FLOOR PLAN LEGEND

- NON-RATED STUD WALL
- ONE-HOUR RATED STUD WALL
- TWO-HOUR RATED STUD WALL
- CONCRETE MASONRY WALL
- ONE-HOUR RATED FLOOR ASSEMBLY SEE A532
- WALL TYPE - SEE SHEET A011 FOR SCHEDULE
- STOREFRONT TYPE - SEE SHEET A014 AND A015 FOR SCHEDULE
- WINDOW TYPE - SEE SHEET A013 FOR SCHEDULE
- FIRE EXTINGUISHER (BRACKET MOUNTED)
- FIRE EXTINGUISHER WITH CABINET - SEE G10 / A551
- ID SIGNAGE TYPE, SEE A571

### FLOOR PLAN NOTES

1. FOR TYPICAL SYMBOLS AND ABBREVIATION SEE G002.
2. SEE SHEET A551 FOR TYPICAL CASEWORK DETAILS.
3. RESTROOMS ON GRADE TO HAVE DEPRESSED SLAB FOR MORTAR BED AND TILE.
4. ONE HOUR RATED WALLS SHALL HAVE CONTINUOUS FIRE PROTECTION FROM FINISH FLOOR TO BOTTOM OF DECK.
5. THE SPACE UNDER STAIRWAYS SHALL NOT BE USED FOR ANY PURPOSE.
6. TRAFFIC COATING SHALL BE PROVIDED AT BALCONIES, STAIR TREADS AND RISERS, AND STAIR LANDINGS. BALCONY SHALL SLOPE TO DRAIN AT 2% MAX. TO EDGE.
7. WINDOW AND DOOR ASSEMBLIES IN FIRE RATED WALLS SHALL MATCH THE FIRE RATING OF THE WALLS.
8. EXTERIOR WALLS TO BE 2X6 AT 16" O.C. WITH PLYWOOD SHEATHING AT EXTERIOR, U.N.O.
9. FOR TYPICAL CURB AT EXTERIOR WALLS SEE A10 / A011
10. SOFFIT FRAMING TO BE 2X6 AT 16" O.C.
11. SEE CLASSROOM 403 IN A10 / A102 FOR TYP BUILDING 2 AND 4 CLASSROOM INFORMATION.
12. SECOND FLOOR DECK DRAINS MAXIMUM 16" O.C., SLOPE TOPPING SLAB TO DRAIN
13. FOR KITCHEN EQUIPMENT SEE FOOD SERVICE PLANS.



IDENTIFICATION STAMP  
DIVISION OF REGULATION CT  
SERVICES

FILE NO: 56-22  
AR: 03-118371

AC: \_\_\_\_\_ FLS: \_\_\_\_\_ SS: \_\_\_\_\_  
DATE: \_\_\_\_\_

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION  
 OXNARD SCHOOL DISTRICT  
 16111 SOUTH J STREET, OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	05/09/2019
18_ASL_004	11.29.18
28_CC05	02.13.19
39_PR_012	04.02.19
55_PR_19	05.23.19

CLASSROOMS (B4) - SECOND  
 FLOOR PLAN



COSTA MESA | OAKLAND  
www.dougherty.us

**A103**

ROOFTOP GAS-ELECTRIC A/C UNIT SCHEDULE

TAG	MANUFACTURER & MODEL NO.	AREA SERVED	FAN SYSTEM					DESIGN COOLING CONDITION					FILTER	HEATING CAPACITY (MBH)			REFRIG. TYPE	UNIT ELECTRICAL				AREA SMOKE DETECTOR FOR SHUTDOWN	OPER. WT. WITH ACCESSORIES (LBS)	ANCHORAGE DETAIL REFERENCE	REMARKS (SEE EQUIPMENT NOTES BELOW)						
			CFM	ESP	RPM	DRIVE	BHP	MIN. CFM REQ.	MAX. CFM W/ CO2	AMP. TEMP. °F	LEAVING DB/WB	ENTERING DB/WB		SENSIBLE (MBH)	TOTAL (MBH)	SEER/EER		INPUT	OUTPUT	EFFICIENCY	V-PH-HZ					AMPS	CFM	V-PH-HZ	HP	AMPS	
																															SEER/EER
AC 2.1	YORK ZJ1803R4A1AF1A1	MULTI-PURPOSE 201	6,000	.75	998	BELT	4.55	375	2,180	86	57.5	56.3	79.0	67.0	138.1	202.7	12.2	MERV-8	300	240	80%	R-410a	460-3-60	37.6 MCA 40 MDCP	6,000	460-3-60	(2) 2	5.6 FLA	(8)	3,814	(1) (2) (4) (5) (6) (7) (10)
AC 2.2	YORK ZJ1803R4A1AF1A1	MULTI-PURPOSE 201	6,000	.75	998	BELT	4.55	375	2,180	86	57.5	56.3	79.0	138.1	202.7	12.2	MERV-8	300	240	80%	R-410a	460-3-60	37.6 MCA 40 MDCP	6,000	460-3-60	(2) 2	5.6 FLA	(8)	3,814	(1) (2) (4) (5) (6) (7) (10)	
AC 2.3	YORK ZY6064B1AC1A111A1	KITCHEN 202	2,400	.75	1,275	BELT	1.62	400	N/A	86	62.5	57.6	85.0	67.0	58.3	71.4	15.2	MERV-8	56	45	80%	R-410a	460-3-60	14.3 MCA 20 MDCP	1,800	460-3-60	1	1.6 FLA	(9)	1,249	(1) (3) (4) (5) (7)

NOTE: 1 VERTICAL DISCHARGE UNIT. 2 COMPLETE WITH PROVENT/DOWNDISCHARGE CENTRIFUGAL POWER RELIEF. 3 COMPLETE WITH PROVENT/DOWN DISCHARGE CENTRIFUGAL POWER EXHAUST ECONOMIZER. 4 COMPLETE WITH CD1 14" SEISMIC VIBRATION ISOLATOR CURB. 5 COMPLETE WITH LUVIATA OR RHAN COATING FOR COOL EXTERIOR CABINET AND INTERIOR PIPING. 6 COMPLETE WITH CO2 SENSOR POWERED BY ECONOMIZER. 7 COMPLETE WITH FDD REFRIGERATION CONTROLLER. 8 SHUTDOWN NOT REQUIRED FOR UNIT DUE TO DIRECT EXIT PER CMR 608. 9 UNIT SHALL BE SHUTDOWN WHEN ACTIVATED BY THE FIRE ALARM THROUGH AN AREA SMOKE DETECTOR AND RELAY. SEE ELECTRICAL DRAWINGS. 10 CONTRACTOR TO BALANCE OSA TO MIN AND MAX CFM AIR REQUIREMENTS FOR SYSTEMS FOR CO2 SENSORS. CO2 SET POINT IS TO DETERMINE DAMPER POSITION.

ECONOMIZER SEQUENCE OF OPERATIONS:  
 MAX SET: 53F  
 DRYBLS SET: 73F  
 VENTMAX: TAB to determine voltage corresponding to maximum OSA setpoint on schedule  
 VENTMIN: TAB to determine voltage corresponding to minimum OSA setpoint on schedule  
 EXH SET: 20%  
 (AC-2-1 & AC-2-2) DCV SET: 600 ppm (To be confirmed by MC, if CO2 sensors reads 0 ppm at JADE when bldg is not occupied, the setpoint shall be 600 ppm, CO2 sensors read ~400 ppm when bldg is not occupied, the setpoint shall be 1,000 ppm)

DUCTLESS SPLIT COOLING ONLY/ HEAT PUMP UNIT SCHEDULE

INDOOR UNIT														OUTDOOR UNIT														
TAG	MANUFACTURER & MODEL NO.	AREA SERVED	AIR QUANTITY CFM	EXT. S.P.	REFRIG. PIPE SIZES LIQUID/GAS	ELECTRICAL				AREA SMOKE DETECTOR SHUTDOWN	OPER. WT. (LBS)	ANCHORAGE DETAIL REFERENCE	REMARKS (SEE EQUIPMENT NOTES BELOW)	TAG	MANUFACTURER & MODEL NO.	INDOOR UNIT SERVED	COOLING		HEATING BTU/HR	REFRIG. TYPE	SEER	UNIT MCA	UNIT MCOP	COMPRESSOR RLA	V-PH-HZ	OPER. WT. (LBS)	ANCHORAGE DETAIL REFERENCE	REMARKS (SEE EQUIPMENT NOTES BELOW)
						UNIT MCA	UNIT MCOP	UNIT FLA	V-PH-HZ								CAPACITY - BTU/HR											
IU 1.1	DAIKIN PKA-A24H47	BUILDING 1 MAIN LAN 820	775	.0	3/8" 5/8"	1.00	15.00	.36	208-1-60	NO	46	(3) M600	(1)	IU 1.1	DAIKIN PUZ-A24MH47	IU 1.1	24,000		N/A	410a	21.4	19	26	7	208-1-60	153	(4) (1) M600 S601	(2) (3)
IU 2.1	DAIKIN PKA-A24H47	BUILDING 2 ELECTRICAL 214	775	.0	3/8" 5/8"	1.00	15.00	.36	208-1-60	NO	46	(3) M600	(1)	IU 2.1	DAIKIN PUZ-A24MH47	IU 2.1	24,000		N/A	410a	21.4	19	26	7	208-1-60	153	(4) (1) M600 S601	(2) (3)
IU 3.1	DAIKIN PKA-A24H47	BUILDING 3 ELECTRICAL 310	775	.0	3/8" 5/8"	1.00	15.00	.36	208-1-60	NO	46	(3) M600	(1)	IU 3.1	DAIKIN PUZ-A24MH47	IU 3.1	24,000		N/A	410a	21.4	19	26	7	208-1-60	153	(4) (1) M600 S601	(2) (3)
IU 4.1	DAIKIN PKA-A24H47	BUILDING 4 DATA 421	920	.0	3/8" 5/8"	1.00	15.00	.57	208-1-60	NO	46	(3) M600	(1)	IU 4.1	DAIKIN PUZ-A24MH47	IU 4.1	36,000		N/A	410a	18.8	25	31	8	208-1-60	214	(4) (1) M600 S601	(2) (3)
IU 4.2	DAIKIN MSZ-IP09WA-U1	BUILDING 4 DATA ROOM	365	.0	1/4" 3/8"	1.4	15.00	1.07	115-1-60	NO	22	(3) M600	(1)	IU 4.2	DAIKIN MUZ-IP09WA-U1	IU 4.2	9,000		N/A	410a	17.0	12	15	8.8	115-1-60	75	(4) (1) M600 S601	(2) (3)
IU 5.1	DAIKIN PKA-A18H47	BUILDING 5 COMM 512	425	.0	1/2" 1/2"	1.00	15.00	.33	208-1-60	NO	29	(3) M600	(1)	IU 5.1	DAIKIN PUZ-A18H47	IU 5.1	18,000		N/A	410a	18.5	11	28	7	208-1-60	99	(4) (1) M600 S601	(2) (3)

NOTE: 1 COMPLETE WITH CONDENSATE PUMP AND HARDWIRED THERMOSTAT. 2 COMPLETE WITH LOW AMBIENT KIT. 3 COMPLETE WITH LUVIATA OR RHAN COATING FOR COOL EXTERIOR CABINET AND INTERIOR PIPING.

EXHAUST FAN SCHEDULE

TAG	MANUFACTURER & MODEL NO.	AREA SERVED	TYPE	FAN SYSTEM						SONES	OPER. WT. W/ ACCESSORIES (LBS)	ANCHORAGE DETAIL REFERENCE	REMARKS (SEE EQUIPMENT NOTES BELOW)	
				CFM	ESP	RPM	HP	WATT	TIP SPEED					V-PH-HZ
EF 1.1	COOK GC-148	TOILET 107	CEILING	140	.125	1,075	N/A	47	2,147	120-1-60	2.5	13	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-1-1 (1) (7)
EF 1.2	COOK GC-148	WOMEN 112	CEILING	140	.125	1,075	N/A	47	2,147	120-1-60	2.5	13	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-1-2 (1) (2) (7)
EF 1.3	COOK GC-148	MEN 113	CEILING	140	.125	1,075	N/A	47	2,147	120-1-60	2.5	13	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-1-3 (1) (2) (7)
EF 1.4	COOK GN-822	GIRLS 116 BOYS 117	INLINE	800	.25	816	1/6	212	1,709	120-1-60	3.0	59	(9) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-1-3 (1) (6)
EF 1.5	COOK 70C2B	ELECTRICAL 119	ROOF	170	.20	1,095	1/6	N/A	2,866	120-1-60	4.8	58	(8) (7) M600 S601	(1) (8) (10)
EF 2.1	COOK GC-166	TOILET 204	CEILING	150	.20	1,100	N/A	49	2,197	120-1-60	3.0	13	(7) M600	(1) (5) (7)
EF 2.2	COOK GC-542	CUSTODIAN 211	CEILING	470	.25	1,418	N/A	159	2,905	120-1-60	3.5	30	(12) M601	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-2-5 (1) (6)
EF 2.3	COOK 1639B	KITCHEN HOOD	ROOF	2,000	1.00	1,157	3/4	N/A	4,997	120-1-60	14.5	145	(10) (7) M600 S601	(3) (4) (9) (10)
EF 2.4	COOK GN-822	GIRLS 208	INLINE	370	.25	1,181	1/6	N/A	1,951	120-1-60	2.0	27	(9) M600	(1) (5) (6)
EF 2.5	COOK GN-822	BOYS 209	INLINE	370	.25	1,181	1/6	N/A	1,951	120-1-60	2.0	27	(9) M600	(1) (5) (6)
EF 3.1	COOK GC-168	STAFF UNISEX 308	CEILING	170	.125	1,160	N/A	54	2,317	120-1-60	3.5	13	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-3-1 (1) (7)
EF 3.2	COOK GC-148	STUDENT UNISEX 309	CEILING	140	.125	1,075	N/A	47	2,147	120-1-60	2.5	13	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-3-2 (1)
EF 4.1	COOK GC-188	JAN 415	CEILING	245	.20	1,450	N/A	111	2,896	120-1-60	6.5	14	(7) M600	(1) (5) (7)
EF 4.2	COOK GC-148	TOILET 417	CEILING	135	.20	1,075	N/A	46	2,147	120-1-60	2.5	13	(7) M600	(1) (5) (7)
EF 4.3	COOK GC-940	ELECT 419	CEILING	1,500	.20	1,040	1/2	N/A	2,196	120-1-60	7.0	77	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-4-2 (1)
EF 4.4	COOK GC-148	TOILET 418	CEILING	135	.20	1,075	N/A	46	2,147	120-1-60	2.5	14	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-4-16 (1) (7)
EF 4.5	COOK GC-188	JAN 445	CEILING	245	.20	1,450	N/A	111	2,896	120-1-60	6.5	15	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-4-5 (1) (7)
EF 4.6	COOK 226C2B	413-414, 416, 443-444, 446	ROOF	3,020	.50	807	1/2	N/A	3,575	120-1-60	6.6	140	(8) (7) M600 S601	(1) (3) (10)
EF 5.1	COOK GC-166	GIRLS 507, BOYS 506	CEILING	180	.20	962	N/A	80.2	1,921	120-1-60	1.3	13	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-5-2 (1) (6) (7)
EF 5.2	COOK GC-166	GIRLS 515, BOYS 514	CEILING	180	.20	962	N/A	80.2	1,921	120-1-60	1.3	13	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-5-3 (1) (6) (7)
EF 5.3	COOK 80C2B	EQUIP STOR 509	ROOF	290	.20	962	1/6	N/A	2,492	120-1-60	3.1	58	(8) (7) M600 S601	(1) (8)
EF 5.4	COOK GC-166	ELEC 511	CEILING	220	.20	1,100	N/A	92	2,197	120-1-60	5.5	14	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-5-8 (1) (7)

NOTE: 1 EXHAUST FAN TO BE COMPLETE WITH BACKDRAFT DAMPER. 2 RELIEF VENT SERVING MORE THAN ONE EXHAUST FAN. 3 COMPLETE WITH SLOPED TYPE CURB. 4 COMPLETE WITH GREASE TROUGH. 5 EXHAUST DISCHARGE THRU WALL LOUVER. 6 COMPLETE WITH FAN SPEED CONTROLLER. 7 WHITE GRILLE. 8 COMPLETE WITH STANDARD ROOF CURB. 9 COMPLETE WITH VENTED CURB WITH HINGED BASE AND VANDAL RESISTANT HARDWARE. 10 FAN CURB SHALL BE PROVIDED WITH MANUFACTURERS COATING TO BE WATER AND SALT ENVIRONMENT RESISTANT.

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MECHANICAL SCHEDULES

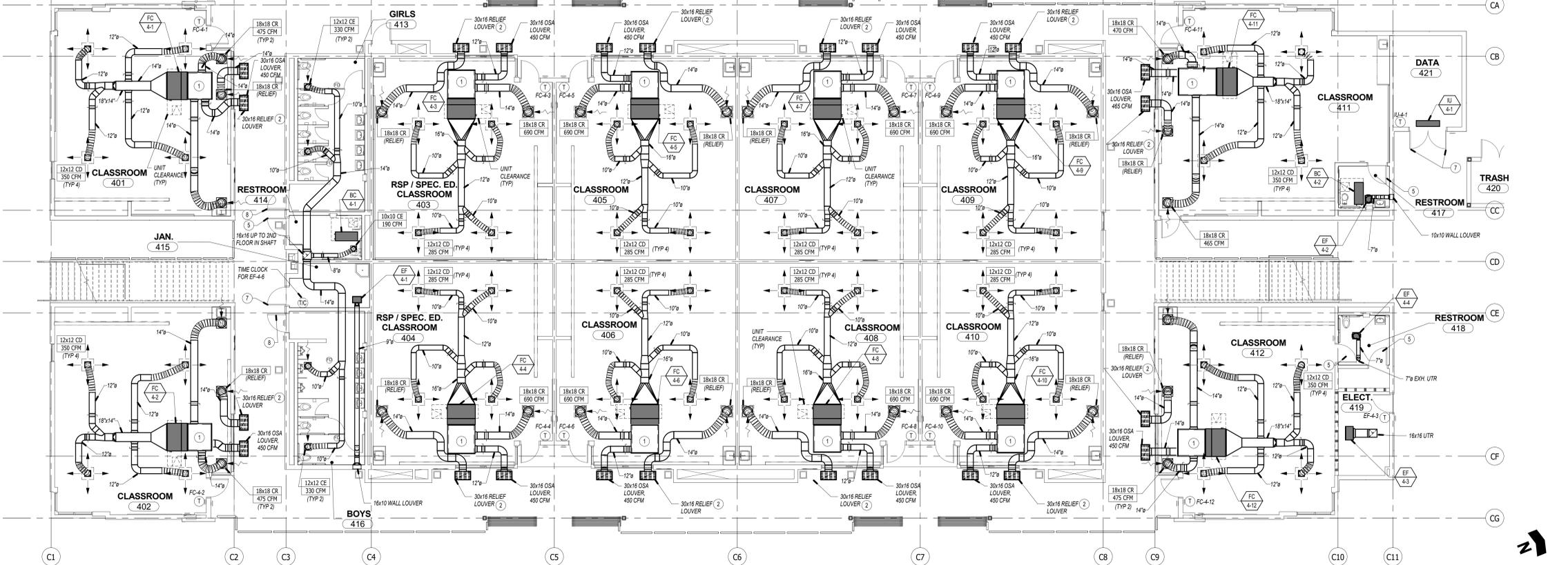


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M002

GENERAL NOTES

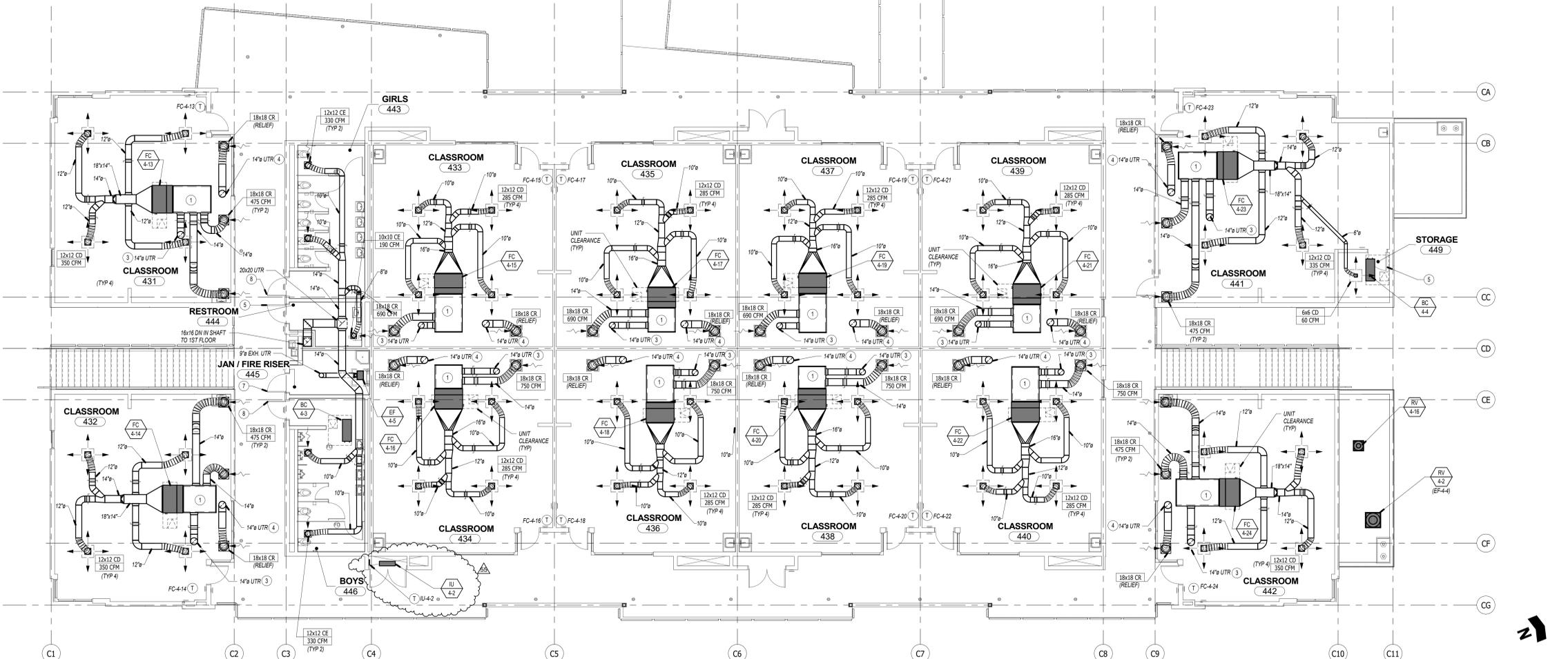
1. FOR EQUIPMENT DETAIL REFERENCES, SEE EQUIPMENT SCHEDULES ON SHEETS M002 THRU M005.
2. FOR DUCTWORK SUPPORT, SEE DETAIL #S 12 AND 13 ON SHEET M600.
3. FOR AIR DISTRIBUTION SUPPORT, SEE DETAIL #S 15 AND 16 ON SHEET M600.
4. FOR THERMOSTAT MOUNTING, SEE DETAIL #14 ON SHEET M000.
5. FOR WIRING DIAGRAMS, SEE SHEET M700.
6. FOR VRF SYSTEM PIPING AND CONTROL DIAGRAMS, SEE SHEETS M701 THRU M703.
7. FOR DUCT SUPPORT ON WALL, SEE DETAIL # 6 ON SHEET M600.
8. FOR REFRIGERANT PIPING LAYOUT, SEE M301 AND M302.
9. ALL HVAC COMPONENTS INSTALLED VISIBLY ON ARCHITECTURAL FINISHES SHALL MATCH THAT SURFACE'S COLOR WITH FACTORY FINISH, UNLESS APPROVED BY THE ARCHITECT.



BUILDING 4 - MECHANICAL FIRST FLOOR PLAN 1/8" = 1'-0" 1

CONSTRUCTION NOTES

1. LINED RETURN AIR PLENUM. HEIGHT TO BE 2" TALLER THAN LARGEST BRANCH DUCT. WIDTH TO MATCH UNIT RETURN OPENING.
2. PROVIDE A BAROMETRIC GRAVITY DAMPER IN RELIEF DUCT.
3. BALANCE OUTSIDE AIR DUCT BRANCH TO INTAKE VENTILATOR TO 450 CFM. SEE SCHEDULE ON SHEET M005.
4. DUCT UP THRU ROOF TO RELIEF VENT. SEE SCHEDULE ON SHEET M005.
5. 14x12 DOOR LOUVER. SEE ARCHITECTURAL PLANS.
6. FULLY LOUVERED DOOR. SEE ARCHITECTURAL PLANS.
7. 24x12 DOOR LOUVER. SEE ARCHITECTURAL PLANS.
8. 30x24 DOOR LOUVER. SEE ARCHITECTURAL PLANS.



BUILDING 4 - MECHANICAL SECOND FLOOR PLAN 1/8" = 1'-0" 2

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M300

GENERAL NOTES

- 1. FOR EQUIPMENT DETAIL REFERENCES, SEE EQUIPMENT SCHEDULES ON SHEETS M002 THRU M005.
- 2. FOR WIRING DIAGRAMS, SEE SHEET M700.
- 3. FOR VRF SYSTEM PIPING AND CONTROL DIAGRAMS, SEE SHEETS M701 THRU M703.
- 4. FOR PIPING THRU ROOF, SEE DETAIL #9 ON SHEET M601.
- 5. ALL HVAC COMPONENTS INSTALLED VISIBLY ON ARCHITECTURAL FINISHES SHALL MATCH THAT SURFACE'S COLOR WITH FACTORY FINISH, UNLESS APPROVED BY THE ARCHITECT.



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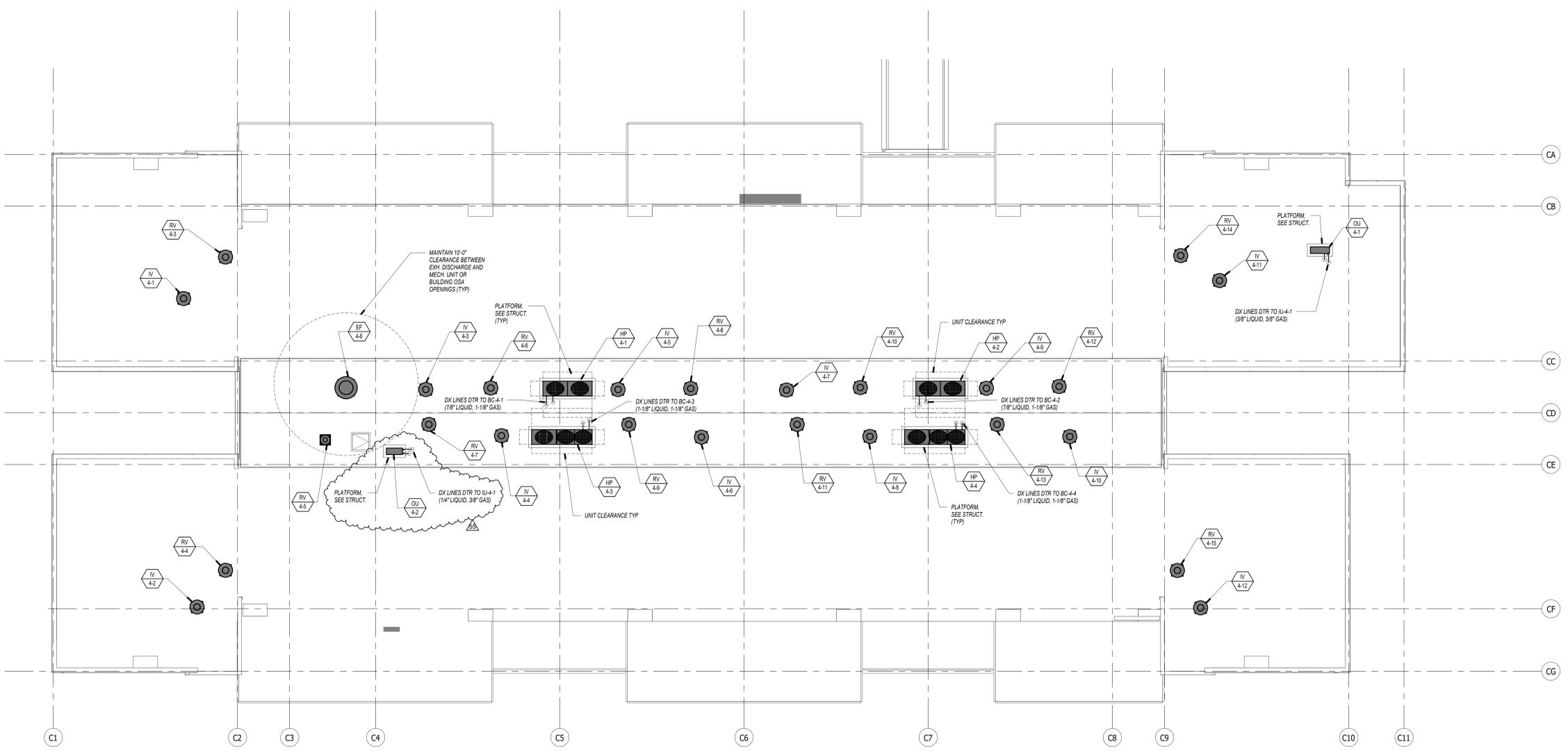
**CLASSROOMS (B4) - MECHANICAL ROOF PLAN**

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**M301**

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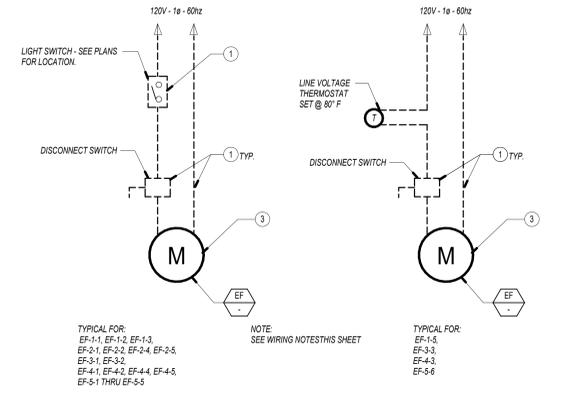
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WIRING DIAGRAMS

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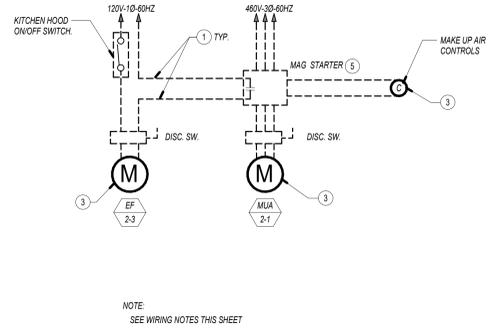
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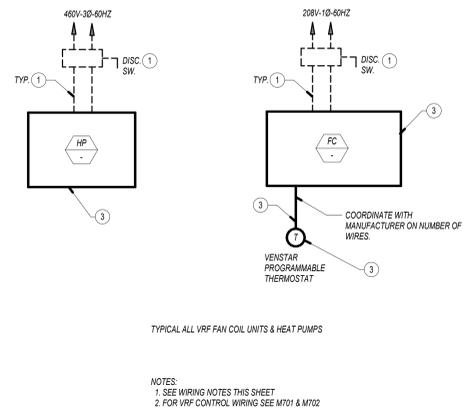
- 1 ALL WIRING AND EQUIPMENT SHOWN DASHED SHALL BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR. WIRING SHALL RUN IN CONDUIT.
- 2 ALL LOW-VOLTAGE WIRING FOR TEMPERATURE CONTROLS SHALL BE FURNISHED AND INSTALLED BY THE CONTROLS CONTRACTOR. IF THERE IS NO SEPARATE CONTROLS CONTRACT, CONDUIT FOR LOW-VOLTAGE WIRING SHALL BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR AND ALL LOW-VOLTAGE WIRING SHALL BE INSTALLED BY MECHANICAL CONTRACTOR. WIRING SHALL RUN IN CONDUIT.
- 3 ALL EQUIPMENT NOT SHOWN DASHED SHALL BE FURNISHED AND INSTALLED BY THE MECHANICAL CONTRACTOR.
- 4 AREA SMOKE DETECTOR FURNISHED BY ELECTRICAL CONTRACTOR.
- 5 MAGNETIC STARTER WITH HAND OFF AUTO SWITCH, INTEGRAL 24V CONTROL POWER TRANSFORMER, 24V HOLDING COIL AND AUXILIARY CONTACTS FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR. WIRING EXTERNAL TO UNIT DEVICES SHALL RUN IN CONDUIT.
- 6 TO ECONOMIZER CONTROLS.

EXHAUST FAN 5

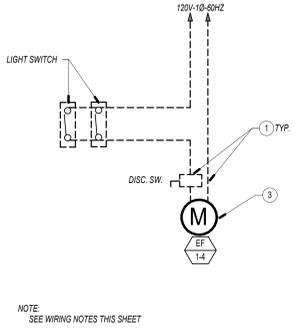
WIRING NOTES 1



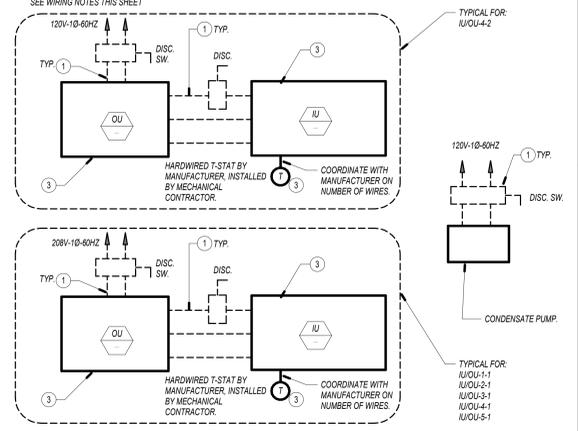
KITCHEN HOOD EXHAUST FAN 6



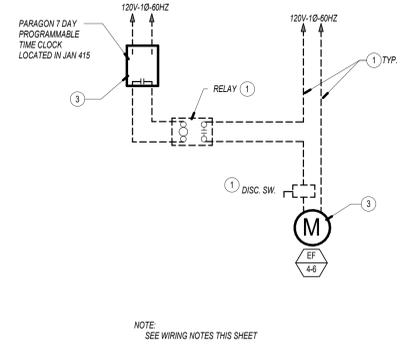
DUCTED SPLIT HEAT PUMP 2



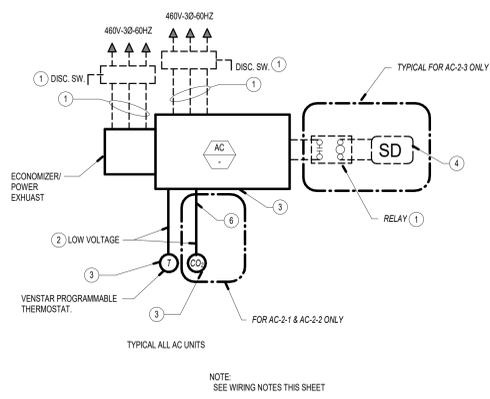
EXHAUST FAN 7



DUCTLESS SPLIT SYSTEM 3



EXHAUST FAN 8



AC UNIT WIRING DIAGRAM 4

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### GENERAL NOTES

1. FOR LINE TYPES, SYMBOLS & ABBREVIATIONS SEE LEGEND ON P001.
2. ROOF DRAIN AND PIPES ARE BASED ON TABLE 11 @ 3" OF RAIN FALL PER HOUR W/ 1/8" PIPE SLOPE.
3. COORDINATE EXACT LOCATION OF S.O.V. BACKFLOW DEVICE, WATER METER, GAS METER & GREASE INTERCEPTOR WITH ARCHITECT.
4. SHUT-OFF VALVES SHALL BE PROVIDED ON ALL MAIN BRANCHES, RUNS TO RISERS AND WHERE SHOWN ON DRAWING. LOCATE SHUT-OFF VALVES OVER 1-BAR CEILING WHEN POSSIBLE. PROVIDE ACCESS PANELS WHEN SHUT-OFF VALVES ARE LOCATED OVER HARD LID CEILING.
5. INVERT ELEVATION VALUES CALCULATED AT LOCATION SHOWN ON DRAWING.
6. UNLESS OTHERWISE NOTED ALL CW RISERS FROM FIXTURE TO CEILING ARE 1/2" SEE FUTURE SCHEDULE ON P001.
7. FOR PIPE SUPPORT, SEE DETAIL 5 P001.
8. FOR COLD WATER RISER, SEE DETAIL 7 P001.
9. FOR ROOF/OVERFLOW DRAIN, SEE DETAIL 14 P001.
10. FOR FAN COIL CONDENSATE, SEE DETAIL 3 P001.
11. FOR RECESSED HOSE BIBB, SEE DETAIL 5 P001.
12. FOR PIPE SUPPORT TO WALL, SEE DETAIL 6 P001.
13. FOR PIPE PENETRATION THROUGH FOOTING, SEE STRUCTURAL DETAIL 8 S301.
14. FOR WATER CLOSET WALL MOUNTING, SEE DETAIL 8 P001.
15. FOR TRAPEZE PIPE SUPPORT, SEE DETAIL 1 P001.
16. ALL PLUMBING COMPONENTS INSTALLED VISIBLY ON ARCHITECTURAL FINISHES SHALL MATCH THAT SURFACES COLOR WITH FACTORY FINISH, UNLESS APPROVED BY THE ARCHITECT.
17. NEW OR REPAIRED POTABLE WATER SYSTEMS SHALL BE DISINFECTED PRIOR TO USE, ACCORDING TO THE METHOD SET IN SECTION 609.9 OF THE CPC.
18. PRIOR TO CONSTRUCTION CONTRACTOR SHALL FIELD VERIFY FOR EXACT SIZE, LOCATION AND INVERT ELEVATION OF EXISTING WASTE LINE AND COORDINATE WITH PLUMBING ENGINEER FOR ANY CHANGES NEEDED.



### CONSTRUCTION NOTES

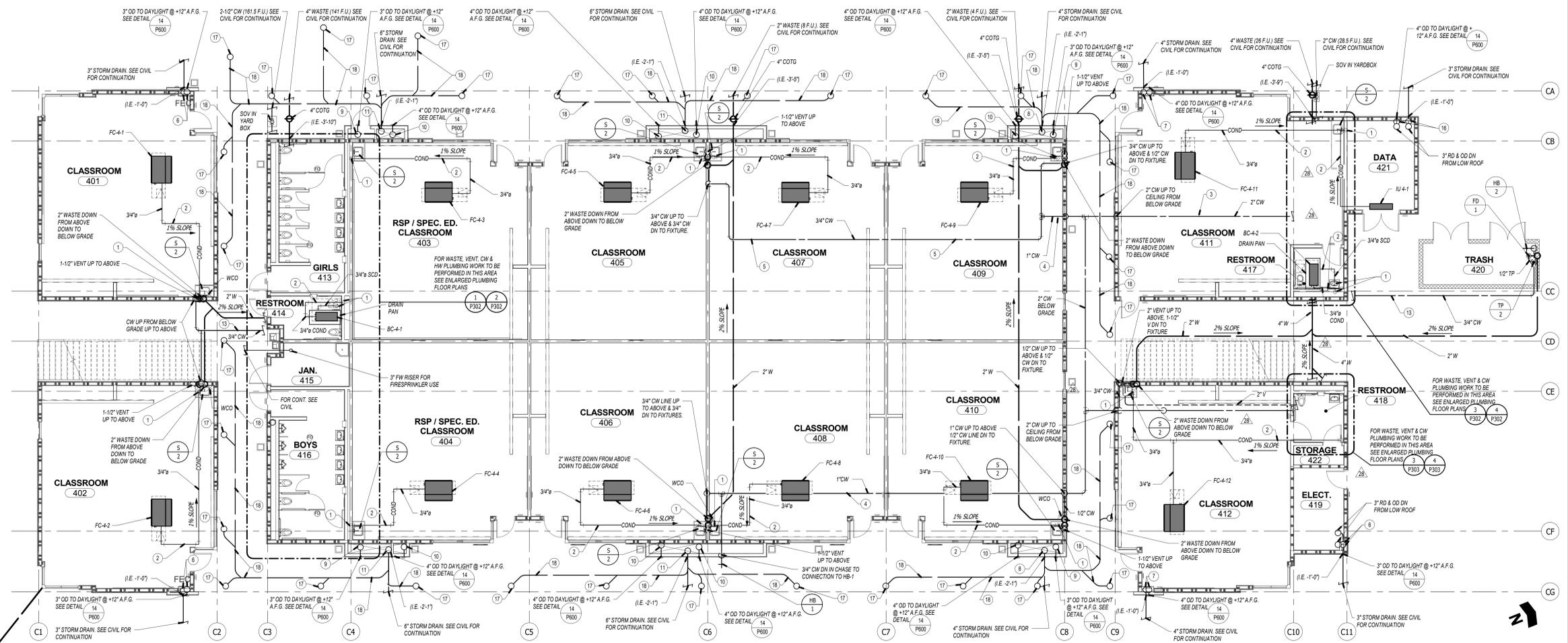
1. 3/4" SECONDARY CONDENSATE PIPING ABOVE SINK AND/OR 3/4" CONDENSATE TO SINK TAIL PIECE. SEE DETAIL #3 ON SHEET P001.
2. 3/4" CONDENSATE IN CEILING SPACE.
3. 2" CW IN CEILING SPACE.
4. 1" CW IN CEILING SPACE.
5. 3/4" CW IN CEILING SPACE.
6. 3" RD AND OD DN IN CHASE.
7. 4" RD AND OD DN IN CHASE.
8. 4" RD DN IN CHASE TO BELOW GRADE.
9. 3" OD DN IN CHASE TO DAYLIGHT.
10. 4" OD DN IN CHASE TO DAYLIGHT.
11. 6" RD DN IN CHASE TO BELOW GRADE.
12. 3/4" CW IN WALL.
13. 3/4" CW BELOW GRADE.
14. 4" RD AND OD IN CEILING SPACE.
15. 3" RD AND OD IN CEILING SPACE.
16. 3" RD AND OD EXPOSED IN ROOM DN ALONG WALL.
17. 3" AD DN FROM ABOVE.
18. 3" SD IN CEILING SPACE.

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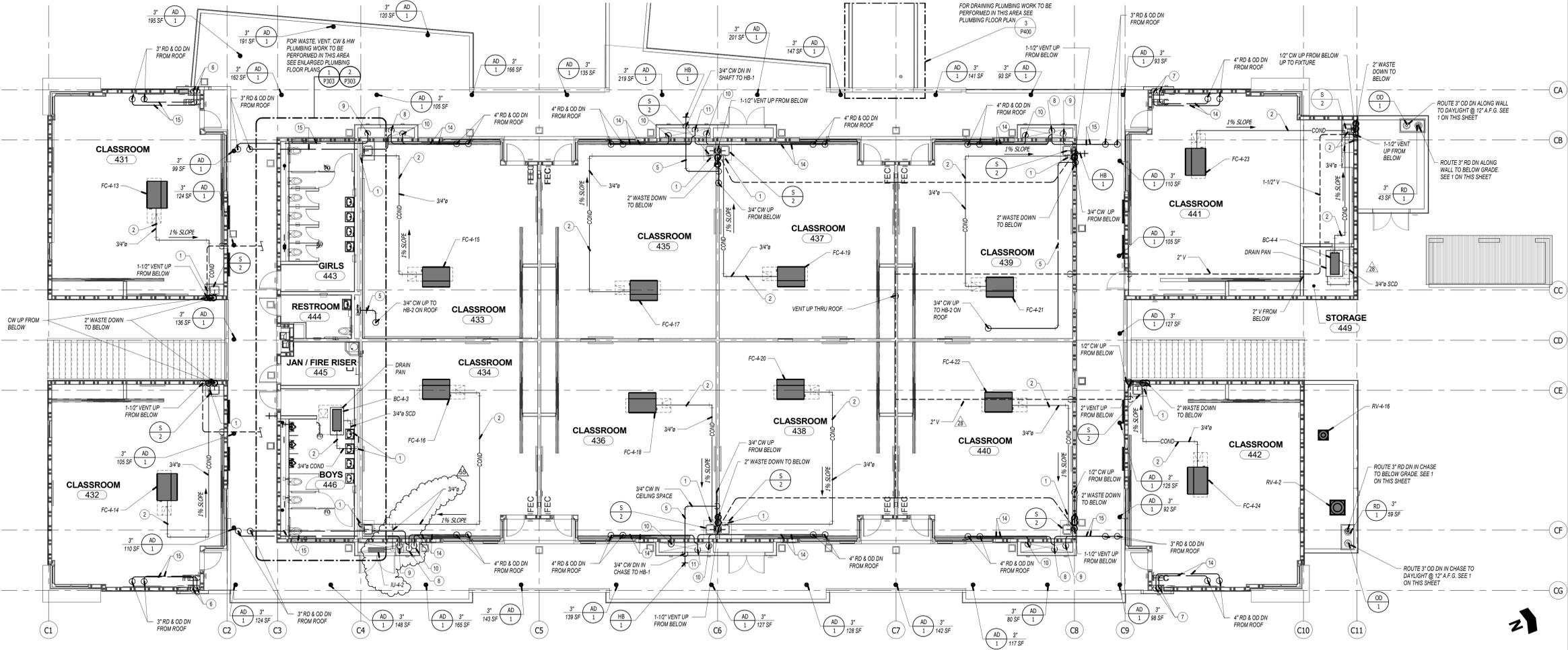
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**CLASSROOM (B4) - PLUMBING**  
**FIRST AND SECOND FLOOR PLAN**

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**BUILDING 4 - PLUMBING FIRST FLOOR PLAN** 1/8" = 1'-0" 1



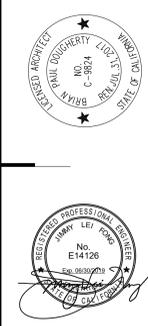
**BUILDING 4 - PLUMBING SECOND FLOOR PLAN** 1/8" = 1'-0" 2

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PANEL SCHEDULES

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E105

PANEL L1A MAIN BRK: 250A BUS RATING: 400A LOCATION: ELECTRICAL ROOM 119 MOUNTING: 10K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel L1B and L1C details.

PANEL L2C MAIN BRK: 70A BUS RATING: 100A LOCATION: CLASSROOM 232 MOUNTING: 10K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel L2B and L2D details.

PANEL L1B MAIN BRK: MAIN LUGS ONLY BUS RATING: 100A LOCATION: ELECTRICAL ROOM 119 MOUNTING: 10K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel L1A and L1C details.

PANEL L3A MAIN BRK: 100A BUS RATING: 100A LOCATION: ELECTRICAL ROOM 310 MOUNTING: 10K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel L3B and L3C details.

PANEL L2A MAIN BRK: 250A BUS RATING: 400A LOCATION: ELECTRICAL ROOM 214 MOUNTING: 22K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel L2B and L2C details.

PANEL 1L4A MAIN BRK: MAIN LUGS ONLY BUS RATING: 100A LOCATION: ELECTRICAL ROOM 419 MOUNTING: 22K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel 1L4B and 1L4C details.

PANEL L2B MAIN BRK: MAIN LUGS ONLY BUS RATING: 100A LOCATION: ELECTRICAL ROOM MOUNTING: 10K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel L2A and L2C details.

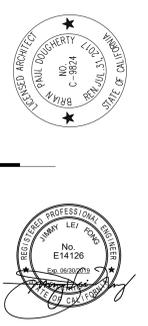
PANEL 1L4B MAIN BRK: MAIN LUGS ONLY BUS RATING: 100A LOCATION: ELECTRICAL ROOM 419 MOUNTING: 10K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel 1L4A and 1L4C details.

PANEL SCHEDULE KEY  
L1A L2C  
L1B L3A  
L2A 1L4A  
L2B 1L4B



KEYED NOTES

- 1 MOUNT RECEPTACLE INSIDE AUDIO/VIDEO CABINET.
- 2 20A-2P, 250V WP TOGGLE TYPE SWITCH. CONNECT TO 1.5KW ELECTRIC WATER HEATER.
- 3 3/4"C-2#12 & 1#12G TO OU-4-1 ON ROOF.
- 4 SEE ARCHITECTURAL SHEET A102 FOR EXACT LOCATION OF FLOOR RECEPTACLES.
- 5 CONNECT TO HAND DRYER.

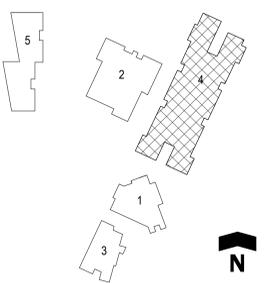


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**BUILDING 4 - FIRST FLOOR POWER PLAN**



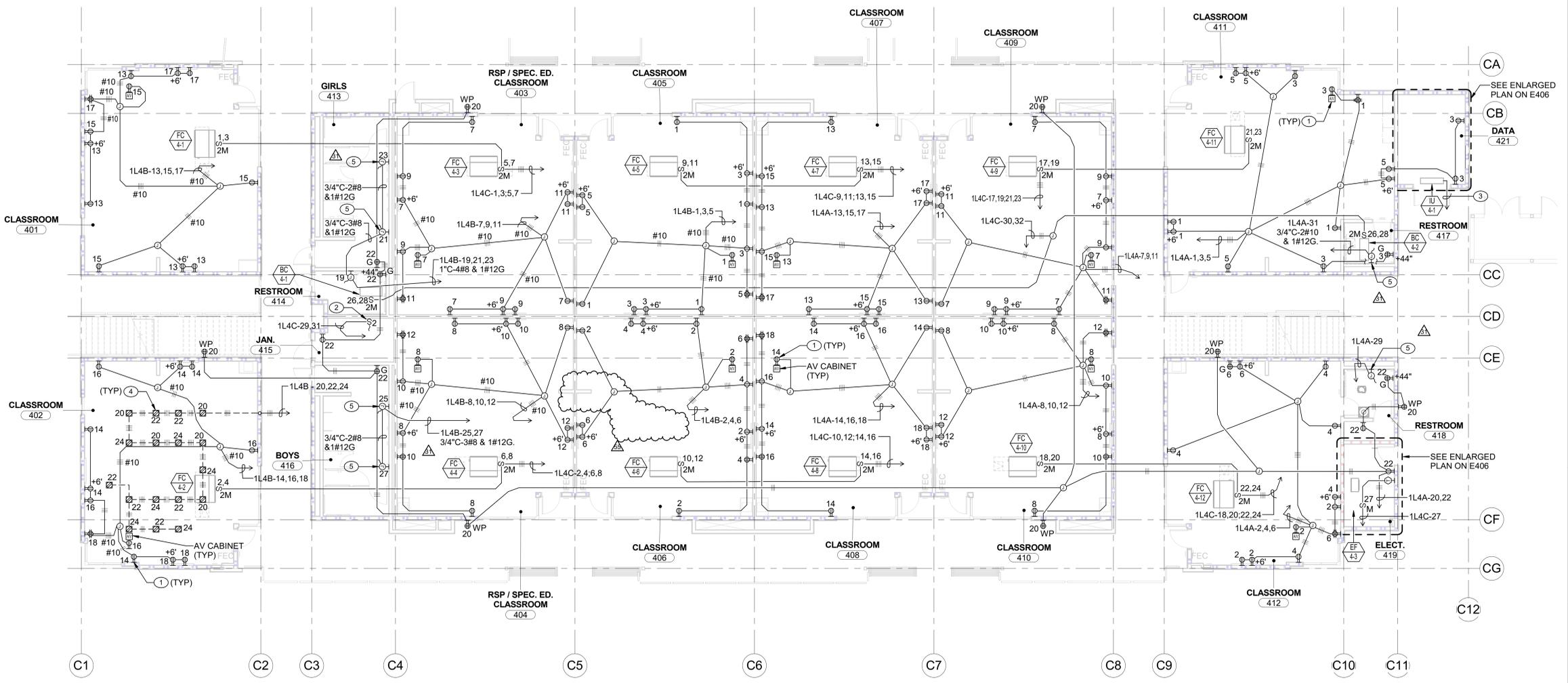
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**E402**



**BUILDING 4 - FIRST FLOOR POWER PLAN A10**  
 1/8" = 1'-0"

KEYED NOTES

- 1 MOUNT RECEPTACLE INSIDE AUDIO/VIDEO CABINET.
- 2 20A-2P, 250V WP TOGGLE TYPE SWITCH. CONNECT TO 1.5KW ELECTRIC WATER HEATER.
- 3 CONNECT TO HAND DRYER.
- 4 3/4" C - 2#12 & 1#12G TO OU-4-2 ON ROOF.



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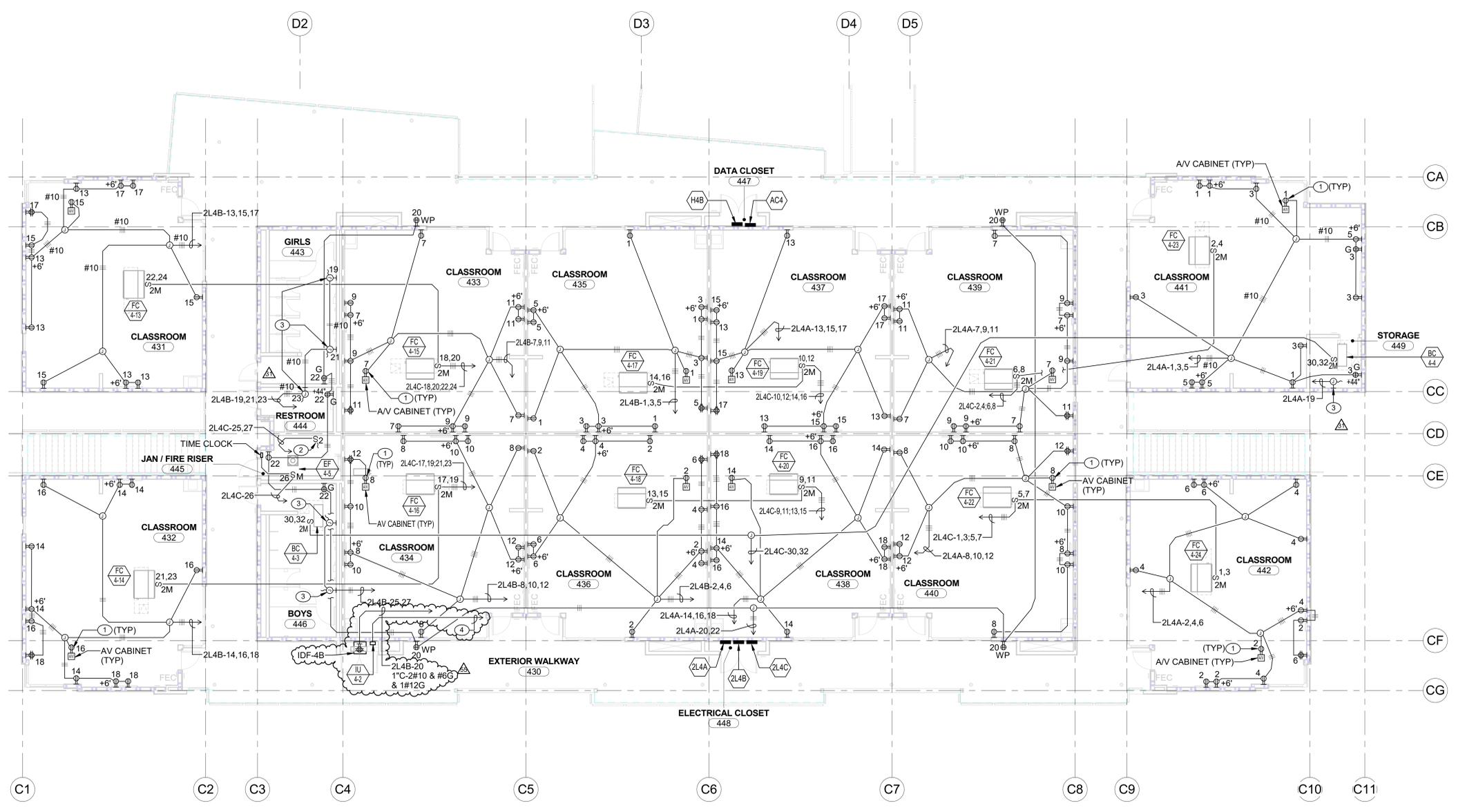
**BUILDING 4 - SECOND FLOOR  
 POWER PLAN**

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**BUILDING 4 - SECOND FLOOR POWER PLAN A10**  
 1/8" = 1'-0"

KEYED NOTES

- 1 WP 30AS, 3P, 600VAC DISCONNECT SWITCH WITH 25A DUAL ELEMENT FUSES.
- 2 WP 30AS, 3P, 600VAC DISCONNECT SWITCH WITH 30A DUAL ELEMENT FUSES.
- 3 WP 30AS, 2P, 250VAC DISCONNECT SWITCH WITH 30A DUAL ELEMENT FUSES.

GENERAL NOTES

- 1. THE ENTIRE INSTALLATION ON ROOF SHALL BE WEATHERPROOF TYPE, INCLUDING BUT NOT LIMITED TO: RECEPTACLES, CONDUITS, DISCONNECTS, BOXES, ETC.
- 2. ALL CONDUCTORS INDICATED ON ROOF PLAN SHALL BE COPPER "THWN" TYPE.
- 3. ALL CONDUIT RUNS SHALL BE INSTALLED IN THE CEILING SPACE BELOW, EXPOSED. HORIZONTAL CONDUIT RUNS ON ROOF SHALL NOT BE PERMITTED.
- 4. VERIFY EXACT LOCATION OF FACTORY PREWIRED CONTROL PANEL MOUNTED ON A/C UNIT WITH MECHANICAL.
- 5. PROVIDE UNISTRUT MOUNTING SUPPORT TO DISCONNECT SWITCHES. PROVIDE CODE REQUIRED 3' WORKING CLEARANCE FOR DISCONNECT SWITCHES. SEE DISCONNECT SWITCH DETAILS 4.8/E110.
- 6. REFER TO MECHANICAL DRAWINGS "CONTROLS AND DIAGRAMS" FOR ALL A/C UNIT AND EXHAUST FAN INTERFACE CONTROLS.
- 7. PROVIDE WP "WHILE IN USE COVER" FOR ROOF RECEPTACLES.



PACIFIC ENGINEERS GROUP  
 2240 W. Mariposa Blvd., Suite 205  
 Burbank, CA 91505  
 (818) 748-1758  
 FAX: (818) 763-9160 TTY: 7024

**MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION**  
 OXNARD SCHOOL DISTRICT  
 16111 SOUTH J STREET  
 OXNARD, CA 93033

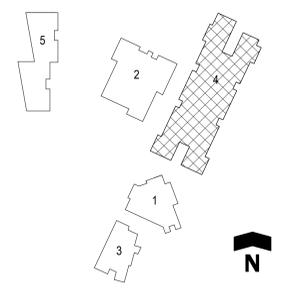
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SCALE	AS NOTED
PM	DM
DATE	3/15/2018
28	CCD5 02/13/19
55	PR_19 5/23/19

BUILDING 4 - ROOF POWER PLAN

IDENTIFICATION STAMP  
 DIVISION OF REGULATION CT SERVICES

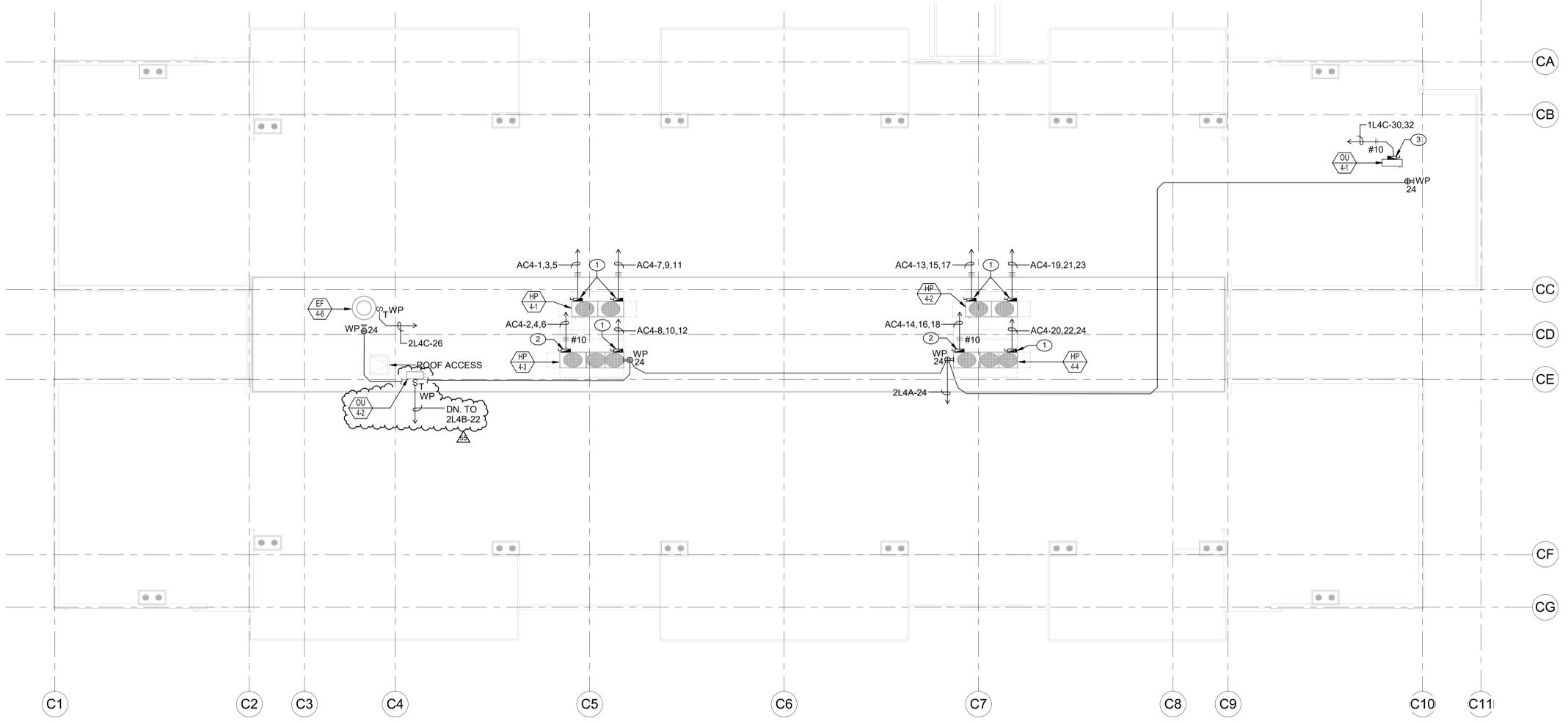
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 AR: 03-118371

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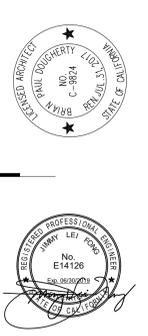


BUILDING 4 - ROOF POWER PLAN A10

1/8" = 1'-0"

KEYED NOTES

- 1 RUN DATA/TELEPHONE, AV AND PA SPEAKER CABLES EXPOSED IN ATTIC SPACE ABOVE T-BAR CEILING VIA CONDUITS SLEEVES SHOWN ON PLANS. PROVIDE CONDUITS IN ATTIC FOR LOW VOLTAGE CABLES IN HARD LID CEILING AREAS. PROVIDE CABLE WIRING SUPPORT. PROVIDE METAL WIRE MANAGEMENT RINGS TYPE WMRB, J-HOOKS OR SIMILAR OPEN TOP CABLE SUPPORTS ATTACHED TO BUILDING STRUCTURE, BEAMS, OR JOISTS. SUPPORTS SHALL BE PROVIDED 48" ON CENTER MAXIMUM. TYPICAL. BUNDLE TIE CABLES ALONG THE RUN FOR A NEAT AND UNOBJECTIONABLE INSTALLATION. PROVIDE CABLES AT EACH DATA/TEL OUTLETS AND SPEAKERS AND HOMERUN TO IDF. SEE SYMBOL LIST FOR OTHER INFORMATION.
- 2 (3)1" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 3 (3)2" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 4 (3)3" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 5 HOMERUN DATA, TELEPHONE AND PA CABLES FROM CLASSROOMS 407, 408, 409, 410, 411 & 412 TO IDF-4A.
- 6 HOMERUN DATA, TELEPHONE AND PA CABLES FROM CLASSROOMS 401, 402, 403, 404, 405 & 406 TO IDF-4B.
- 7 NOT USED.
- 8 (6)3" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 9 NOT USED.
- 10 AUDIO/VIDEO ENCLOSURE CABINET. MOUNT FLUSH AT CEILING. SEE DETAILS 1.2/108. PROVIDE (1)D CABLE TO BUILDING IDF. SEE KEYED NOTE #5 & 6.
- 11 PROVIDE ASSISTIVE LISTENING SYSTEM FOR THE CLASSROOM. PROVIDE RECEIVERS NO LESS THAN 4% OF THE SEATING CAPACITY BUT NO LESS THAN 2. SEE SPECIFICATION SECTION 275117.
- 12 STUB UP CONDUIT TO ACCESSIBLE CEILING.



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 2200 W. Mariposa Blvd., Suite 205  
 Burbank, CA 91505  
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**MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION**  
 OXNARD SCHOOL DISTRICT  
 16.11 SOUTH J STREET  
 OXNARD, CA 93033

JOB	21710.00
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55	PR_19 5/23/19

**BUILDING 4 - FIRST FLOOR SIGNAL PLAN**

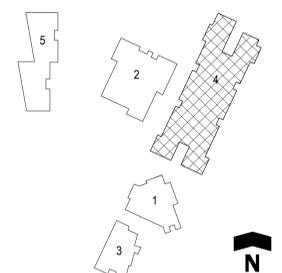
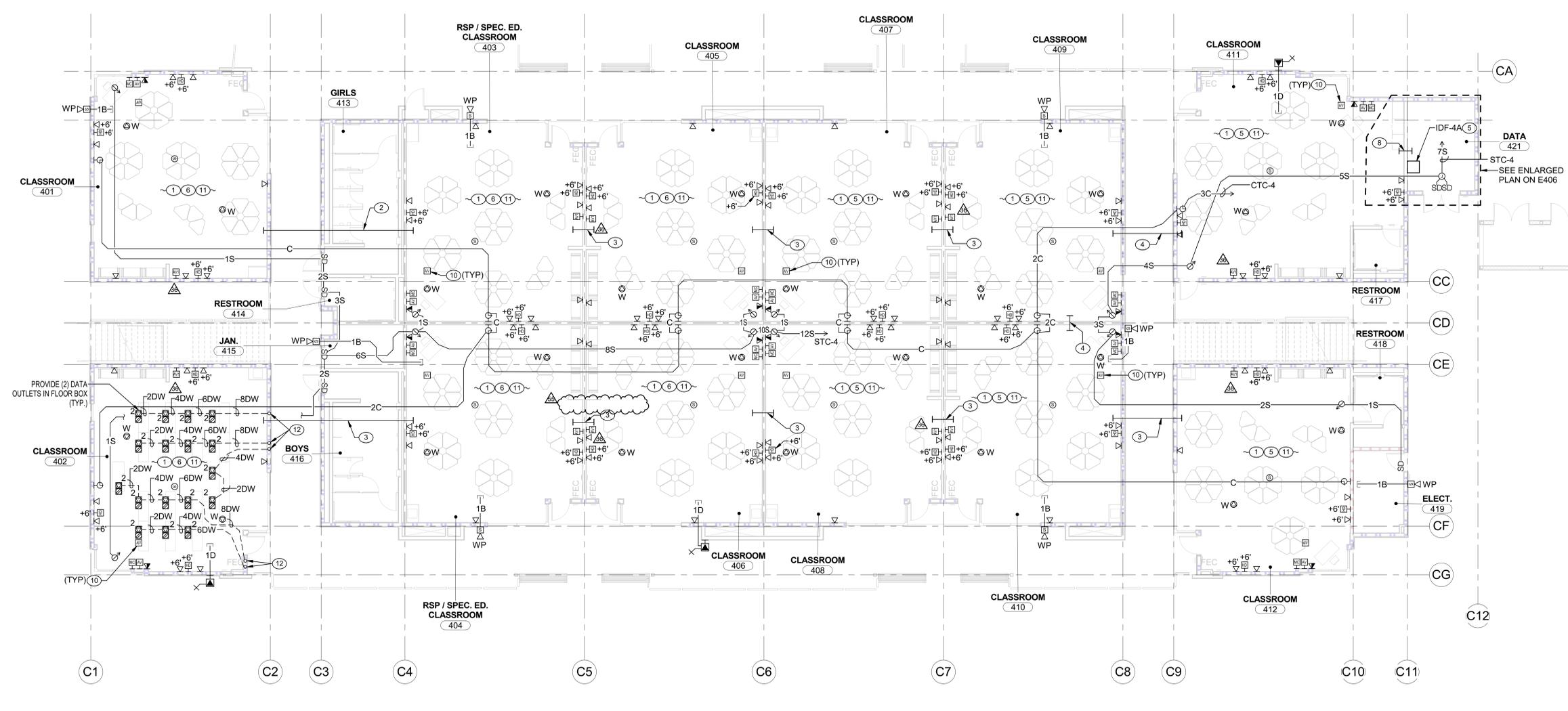
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DATE:	



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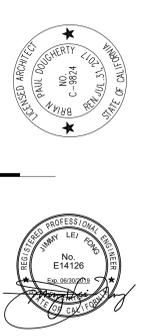
**E502**



**BUILDING 4 - FIRST FLOOR SIGNAL PLAN A10**  
 1/8" = 1'-0"

KEYED NOTES

- 1 RUN DATA/TELEPHONE, AV AND PA SPEAKER CABLES EXPOSED IN ATTIC SPACE ABOVE T-BAR CEILING VIA CONDUITS SLEEVES SHOWN ON PLANS. PROVIDE CONDUITS IN ATTIC FOR LOW VOLTAGE CABLES IN HARD LID CEILING AREAS. PROVIDE CABLE WIRING SUPPORT. PROVIDE METAL WIRE MANAGEMENT RINGS TYPE WMRB, J-HOOKS OR SIMILAR OPEN TOP CABLE SUPPORTS ATTACHED TO BUILDING STRUCTURE, BEAMS, OR JOISTS. SUPPORTS SHALL BE PROVIDED 48" ON CENTER MAXIMUM. TYPICAL. BUNDLE TIE CABLES ALONG THE RUN FOR A NEAT AND UNOBJECTIONABLE INSTALLATION. PROVIDE CABLES AT EACH DATARoom/TEL OUTLETS AND SPEAKERS AND HOMERUN TO IDF. SEE SYMBOL LIST FOR OTHER INFORMATION.
- 2 (3)1" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 3 (3)2" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 4 (3)3" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 5 HOMERUN DATA, TELEPHONE AND PA CABLES FROM CLASSROOMS 437, 438, 439, 440, 441 & 442 TO IDF-4A.
- 6 HOMERUN DATA, TELEPHONE AND PA CABLES FROM CLASSROOMS 431, 432, 433, 434, 435 & 436 TO IDF-4B.
- 7 PROVIDE (3)3" CONDUIT FROM 2ND FLOOR ACCESSIBLE CEILING DOWN TO 1ST FLOOR ACCESSIBLE CEILING FOR DATA/TEL/PA WIRING.
- 8 AUDIO/VIDEO ENCLOSURE CABINET. MOUNT FLUSH AT CEILING. SEE DETAILS 1.2/E108. PROVIDE (1)D CABLE TO BUILDING IDF. SEE KEYED NOTES #5 & 6.
- 9 PROVIDE ASSISTIVE LISTENING SYSTEM FOR THE CLASSROOM. PROVIDE RECEIVERS NO LESS THAN 4% OF THE SEATING CAPACITY BUT NO LESS THAN 2. SEE SPECIFICATION SECTION 275117.
- 10 PROVIDE (2)3" CONDUIT FROM IDF-4B TO 2ND FLOOR ACCESSIBLE CEILING SPACE FOR DATA/TEL/PA WIRING.
- 11 PROVIDE (1)DFO & 1" ORANGEDUCT FROM IDF-4B TO DATA ROOM 421 FOR DATA FIBER FEED. SEE RISER DIAGRAM.



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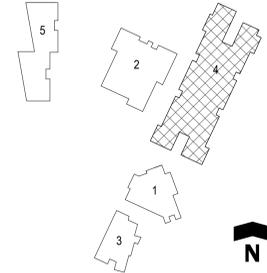
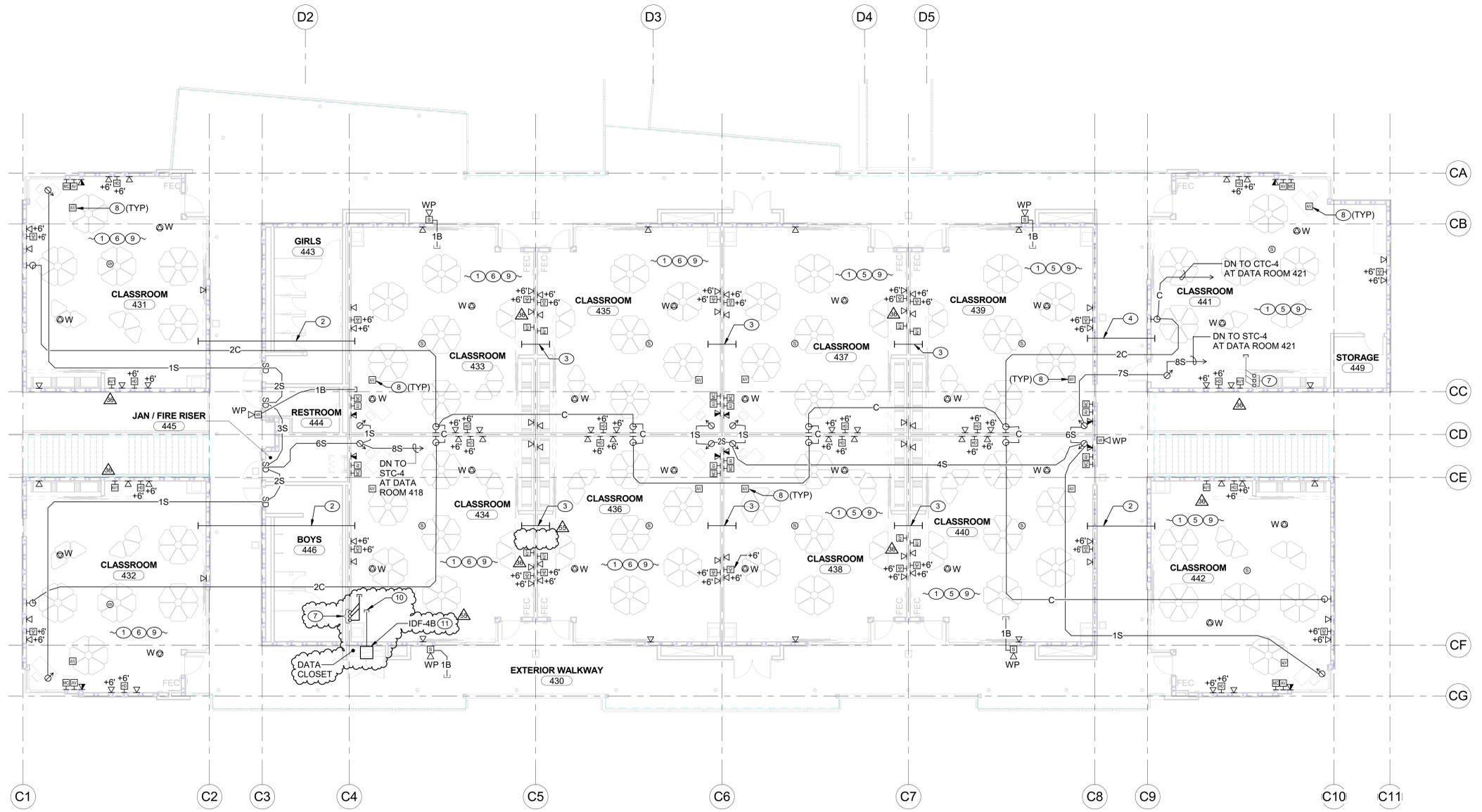
**MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION**  
 OXNARD SCHOOL DISTRICT  
 16111 SOUTH J STREET  
 OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
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**BUILDING 4 - SECOND FLOOR SIGNAL PLAN**

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3100 E. Belle Terrace  
 Bakersfield, CA 93307  
 661-397-2121  
 Fax 661-396-2589

# CHANGE ORDER REQUEST

CHANGE ORDER REQUEST NO: 7  
 REQUEST DATE: 06/03/2019  
 REQUESTED BY: Samuel Firman  
 CUSTOMER REF #:

**TO: Bernards**  
 555 First St.  
 San Fernando CA 91340

**Attn: Jaime Pace**      **Phone: 310-909-9763**

**PROJECT: 2439 McKinna ES Reconstruction Plumbing**  
 1611 South J Street  
 Oxnard CA 93033

*If you wish for us to proceed with the following work please issue a written change order for the amount shown or sign below indicating approval.*

COST BREAKDOWN ATTACHED	<b>X</b>
PLANS ATTACHED	
SPECIFICATIONS ATTACHED	

Description of Work	Amount
RFI 296 Gas & Water Reroute	606.00

**Remarks**

*\*HPS reserves the right to any future impact, disruption, loss of efficiency or any other extraordinary or consequential costs that may occur as a result of proceeding with this proposed change.*

Negative changes will lower the overall contract price requiring no additional payment by owner.      **Requested Amount of Change**      **\$606.00**

*The Contract Time will be changed by*      **0**      *Days*

Approved by Customer	Date _____	HPS Mechanical, Inc.	Date <u>06/03/19</u>
By (Print) _____		By (Print) <u>Jay Buenviaje</u>	
Signature _____		Signature	
Title _____		Title <u>P.M.</u>	





## HOURLY LABOR COST RATES

<b>Sub/Contractor:</b>	HPS Mechanical, Inc.	<b>Trade:</b>	Plumbing
<b>Date:</b>	11/12/2018	<b>Classification:</b>	Plumber Foreman
<b>Project:</b>	McKinna ES Recon. Plumbing	<b>Union :</b>	<input type="checkbox"/> <b>Non Union:</b> <input checked="" type="checkbox"/>
<b>Rate Effective Through:</b>	June 30, 2019		

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 50.13	\$ 75.20	\$ 100.26
Vacation & Holiday Accrual	\$ -	\$ -	\$ -
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 50.13</b>	<b>\$ 75.20</b>	<b>\$ 100.26</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security	\$ 3.11	\$ 4.66	\$ 6.22
Medicare	\$ 0.73	\$ 1.09	\$ 1.45
FUI	\$ 1.35	\$ 2.03	\$ 2.71
SUI	\$ 4.84	\$ 7.26	\$ 9.68
Workers Compensation Insurance	\$ 4.84	\$ 7.26	\$ 9.68
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Subsistence (If Applicable)	\$ 3.75	\$ 3.75	\$ 3.75
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 18.61</b>	<b>\$ 26.05</b>	<b>\$ 33.48</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 8.91	\$ 8.91	\$ 8.91
Pension & Retirement (or equivalent)	\$ 13.01	\$ 13.01	\$ 13.01
Training (or equivalent)	\$ 2.25	\$ 2.25	\$ 2.25
<b>Hourly Benefits Subtotal</b>	<b>\$ 24.17</b>	<b>\$ 24.17</b>	<b>\$ 24.17</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 92.91</b>	<b>\$ 125.41</b>	<b>\$ 157.91</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |





PACE SUPPLY CORP  
 3105 GATEWAY AVE.  
 BAKERSFIELD CA 93307  
 PHONE#: 855-376-5050

\* \* Q U O T A T I O N \* \*

TO: HPS MECHANICAL  
 3100 E BELLE TERRACE  
 BAKERSFIELD, CA 93307

DATE: 06/03/19 NO. 925822  
 TO DATE: 07/03/19  
 JOB: RFI296 WATER TAKEOFF  
 FOB: ORIGIN  
 PREP. BY NATE HODSON

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

PAGE: 1

Qty	Part Number	Description	Price...	Extended
1		====> PER PLAN		
30	COPLHARD34	3/4*20 TYPE L HARD COPPER PIPE	276.42	82.93
1	CFT934	3/4 COPPER 90 ELBOW	.93	.93
5	PHDCHF34	3/4 CLEVIS HANGER FELT LINED EG #	2.52	12.60
				-----
				96.46
2		====> RFI 296 NEW ROUTING		
6	CFT934	3/4 COPPER 90 ELBOW	.93	5.58
2	CFTC34	3/4 COPPER COUPLING (7/8 OD)	.63	1.26
60	COPLHARD34	3/4*20 TYPE L HARD COPPER PIPE	276.42	165.85
12	PHDCHF34	3/4 CLEVIS HANGER FELT LINED EG #	2.52	30.24
				-----
				202.93
QUOTATION TOTALS				299.39



PACE SUPPLY CORP  
 3105 GATEWAY AVE.  
 BAKERSFIELD CA 93307  
 PHONE#: 855-376-5050

\* \* Q U O T A T I O N \* \*

TO: HPS MECHANICAL  
 3100 E BELLE TERRACE  
 BAKERSFIELD, CA 93307

DATE: 06/03/19 NO. 925815  
 TO DATE: 07/03/19  
 JOB: RFI 296 GAS ORIGINAL  
 FOB: ORIGIN  
 PREP. BY NATE HODSON

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

PAGE: 1

Qty	Part Number	Description	Price...	Extended
=====				
1		====> 2439 RFI 296 ORIGINAL PER PLAN		
44	STPBLKTC34	3/4 BLK T&C A53A SCH40 STEEL PIPE	140.71	61.91
25	STPBLKTC12	1/2 BLK T&C A53A SCH40 STEEL PIPE	105.84	26.46
8	FPHSRH34	3/4 SWIVEL RING HANGER EG	.90	7.20
4	FPHSRH12	1/2 SWIVEL RING HANGER EG	.80	3.20
1	MBIC34	3/4 COUPLING BLK MALL 150#	3.03	3.03
1	MBI934	3/4 90 ELL BLK MALL 150#	2.29	2.29
1	MBIT341212	3/4 X 1/2 X 1/2 TEE BLK MALL 150#	5.59	5.59
3	MBI912	1/2 90 ELL BLK MALL 150#	1.89	5.67
				-----
				115.35
2		====> NEW ROUTING		
6	STPBLKTC34	3/4 BLK T&C A53A SCH40 STEEL PIPE	140.71	8.44
100	STPBLKTC12	1/2 BLK T&C A53A SCH40 STEEL PIPE	105.84	105.84
1	MBIT3412	3/4 X 1/2 TEE BLK MALL 150#	5.40	5.40
2	MBIC12	1/2 COUPLING BLK MALL 150#	2.56	5.12
7	MBI912	1/2 90 ELL BLK MALL 150#	1.89	13.23
2	FPHSRH34	3/4 SWIVEL RING HANGER EG	.90	1.80
16	FPHSRH12	1/2 SWIVEL RING HANGER EG	.80	12.80
				-----
				152.63
QUOTATION TOTALS				267.98



# REQUEST FOR INFORMATION

**RFI No.: 296**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 05-16-19  
Discipline: Plumbing

**Subject: MPR Room 201 Gas and Water Routing**

**Response Requested By: 05-23-2019**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
P400		

### QUESTION

Sheet P400 2nd floor calls for the 1/2" and 3/4" gas lines and 1/2", 3/4" and 1" water lines shown in the multi purpose room to be exposed. If the architectural intent is to conceal these lines, HPS has proposed the option of running lines above the cloud panels. This option would require drilling through the GLB's to pass from one bay to another, please reference page 2 for additional information from the plumbing contractor.

### SUGGESTION

Option 1) Please advise if running referenced utility lines above the cloud panels and drilling through GLB's is acceptable. This option does not add any costs.

Option 2) Add additional gas line and flex joint, creating two separate runs between GLB's to serve rooftop units. Re-routing water lines similarly to avoid any drilling through GLB's. This option has additional costs.

Option 3) Run lines exposed down and around the bottom of GLB's as needed.

### ANSWER

Run piping in soffits first, then come up to above cloud panels in-between the GLBs.  
See Bluebeam mark-up on attached P400 for routing.

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Response Provided By: Vicky Reyes                      Design West Engineering                      5/20/2019  
Name    Company    Date

Question Initiated By: Jay Buenviaje - HPS Mechanical Inc - Author Number:

Submitted By: Mitch Michaelis - Bernards



3100 E. Belle Terrace  
Bakersfield, CA 93307  
661-397-2121  
Fax 661-396-2589

**REQUEST FOR INFORMATION**

**RFI #: 25**

Date of Request: 05/15/2019  
Prepared By: Samuel Firman  
Answer Required By: 05/22/2019

**Submitted To: Mitch Michaelis  
Bernards  
555 First St.  
San Fernando CA 91340**

**Project: 2439 McKinna ES Reconstruction Plumbing  
1611 South J Street  
Oxnard CA 93033**

**Ph: 818 898-1521 Fax: 818 361-9208**

**Contract #:**

**Subject: Routing of Gas & Cold Water in MPR**

**Co-Author(Subcontractor):**

- Potential Change in Project Schedule
- May Require a Change Order
- Requires a Change of Plans/Specs
- There may be a Cost Impact
- OSHPD Review Required

**Specification Section(s):**

**Plan Reference(s): P400**

**Information Requested:**

Sheet P400 2nd floor call for the 1/2" and 3/4" gas lines and 1/2", 3/4" and 1" water lines shown in the multi-purpose room to be exposed. HPS would like to install these lines above the dropped ceiling by drilling 1-1/2" max diameter holes through the gluelam beams so that this can be accomplished. This will keep the piping concealed above the ceiling, out of the way of the light fixtures that are to be installed on gluelam beams with no piping below the gluelams, and work can be completed now before ceiling installation. HPS would drill in the upper 3rd of the beams at approximately 12" down from the topside of a 5-1/2" x 36" gluelam beam.

Please confirm this solution is acceptable.

By: Samuel Firman  
Originator's Signature

Date: \_\_\_\_\_

**Response:**

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

### GENERAL NOTES

- FOR LINE TYPES, SYMBOLS & ABBREVIATIONS SEE LEGEND ON P001.
- ROOF DRAIN AND PIPES ARE BASED ON TABLE 11 @ 3" OF RAIN FALL PER HOUR W/ 1/8" PIPE SLOPE.
- COORDINATE EXACT LOCATION OF S.O.V. BACKFLOW DEVICE, WATER METER, GAS METER & GREASE INTERCEPTOR WITH ARCHITECT.
- SHUT-OFF VALVES SHALL BE PROVIDED ON ALL MAIN BRANCHES, RUNS TO RISERS AND WHERE SHOWN ON DRAWING. LOCATE SHUT-OFF VALVES OVER 7-8' BAR CEILINGS WHEN POSSIBLE. PROVIDE ACCESS PANELS WHEN SHUT-OFF VALVES ARE LOCATED OVER HARD LID CEILINGS.
- INVERT ELEVATION VALUES CALCULATED AT LOCATION SHOWN ON DRAWING.
- FOR PIPE SUPPORT, SEE (5) P000.
- FOR COLD WATER RISER, SEE (7) P000.
- FOR COTG, SEE (8) P000.
- FOR AC CONDENSATE TO JANITOR SINK, SEE (10) P000.
- FOR GAS CONNECTION, SEE (11) P000.
- FOR ROOF/OVERFLOW DRAIN, SEE (14) P000.
- FOR GAS WATER HEATER, SEE (2) P001.
- FOR FAN COIL CONDENSATE TO LAVATORY, SEE (3) P001.
- FOR GAS PIPE THRU SEISMIC JOINT, SEE (4) P001.
- FOR RECESSED HOSE BIBB, SEE (5) P001.
- FOR PIPE SUPPORT TO WALL, SEE (6) P001.
- SEE PLUMBING ENLARGEMENT (2) FOR LOCATION OF GREASE INTERCEPTOR AND GREASE WASTE ROUTING.
- FOR PIPE PENETRATION THROUGH FOOTING, SEE STRUCTURAL (8) S301.
- FOR WATER CLOSET WALL MOUNTING, SEE (9) P001.
- FOR PIPE THROUGH FIRE RATED WALL, SEE (9) P001.
- FOR FLOOR SINK, SEE (11) P001.
- FOR FIXTURES IN FOOD SERVICE SHOWN IN PLUMBING FLOOR PLAN 1 ON THIS SHEET WITH CVAL NUMBERS, SEE GAS LOAD SCHEDULE ON SHEET P001. FOR ALL KITCHEN FIXTURES IN THIS AREA, SEE FOOD SERVICE DRAWING FS-2.
- FOR TRAPEZE PIPE SUPPORT, SEE (1) P002.
- ALL PLUMBING COMPONENTS INSTALLED VISIBLY ON ARCHITECTURAL FINISHES SHALL MATCH THAT SURFACES COLOR WITH FACTORY FINISH, UNLESS APPROVED BY THE ARCHITECT.
- ALL CONDENSATE PIPING SHALL HAVE A MINIMUM 1% SLOPE.
- NEW OR REPAIRED POTABLE WATER SYSTEMS SHALL BE DISINFECTED PRIOR TO USE, ACCORDING TO THE METHOD SET IN SECTION 0609.9 OF THE CPC.
- PRIOR TO CONSTRUCTION CONTRACTOR SHALL FIELD VERIFY FOR EXACT SIZE LOCATION AND INVERT ELEVATION OF EXISTING WASTE LINE AND COORDINATE WITH PLUMBING ENGINEER FOR ANY CHANGES NEEDED.

### CONSTRUCTION NOTES

- 3/4" CONDENSATE TO SINK TAIL PIECE, SEE (3) P001.
- 4" RD AND OD DN IN SHAFT.
- 4" RD AND OD IN CEILING SPACE.
- 4" RD AND OD IN CHASE.
- 2" CW IN CEILING SPACE.
- 3/4" CONDENSATE IN CEILING SPACE.
- 1" CW IN CEILING SPACE.
- 3/4" CONDENSATE EXPOSED IN ROOM.
- 3" RD AND OD DN IN CHASE.
- 1" MPG EXPOSED IN ROOM.
- 3/4" MPG EXPOSED IN ROOM.
- 1/2" CW IN CEILING SPACE.
- 3/4" CW IN CEILING SPACE.
- 1/2" MPG EXPOSED IN ROOM.
- 1" CONDENSATE EXPOSED IN ROOM.
- 3/4" CW EXPOSED IN ROOM.
- 1/2" CW EXPOSED IN ROOM.
- 1" CW EXPOSED IN ROOM.
- 4" RD AND OD DN ALONG WALL EXPOSED IN ROOM.
- 1/2" MPG EXPOSED IN ROOM.
- 3" RD AND OD IN WALL.
- 4" RD AND OD IN WALL.
- 3" SD IN CEILING SPACE.
- 3" SD DN IN CHASE.
- 3" SD IN CHASE.



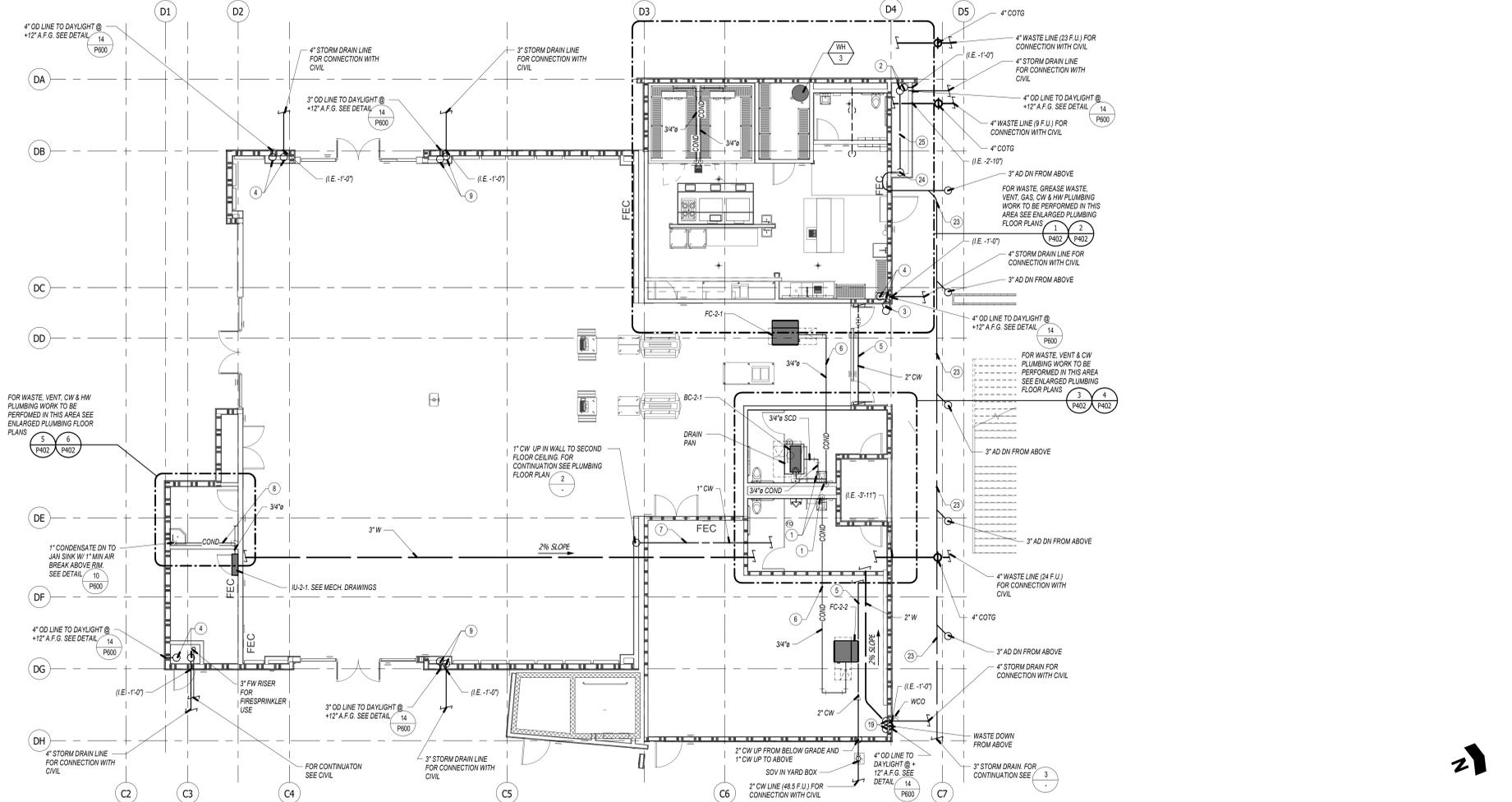
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**OXNARD SCHOOL DISTRICT**  
**16111 SOUTH J STREET**  
**OXNARD, CA 93033**

**JOB 21710.00**  
**SCALE As indicated**  
**PM**  
**DATE 03/15/18**

**MPR (B2) - PLUMBING FIRST AND SECOND FLOOR PLANS**

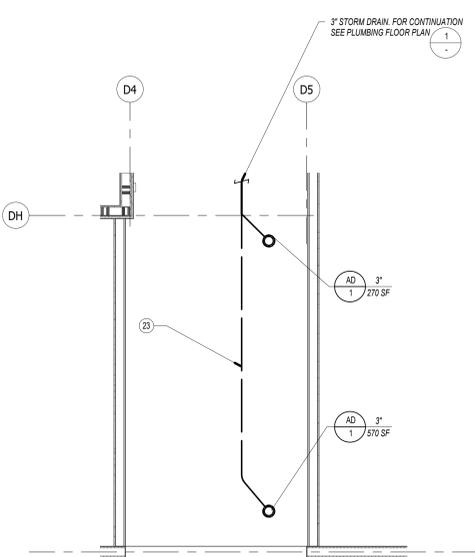
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# P400

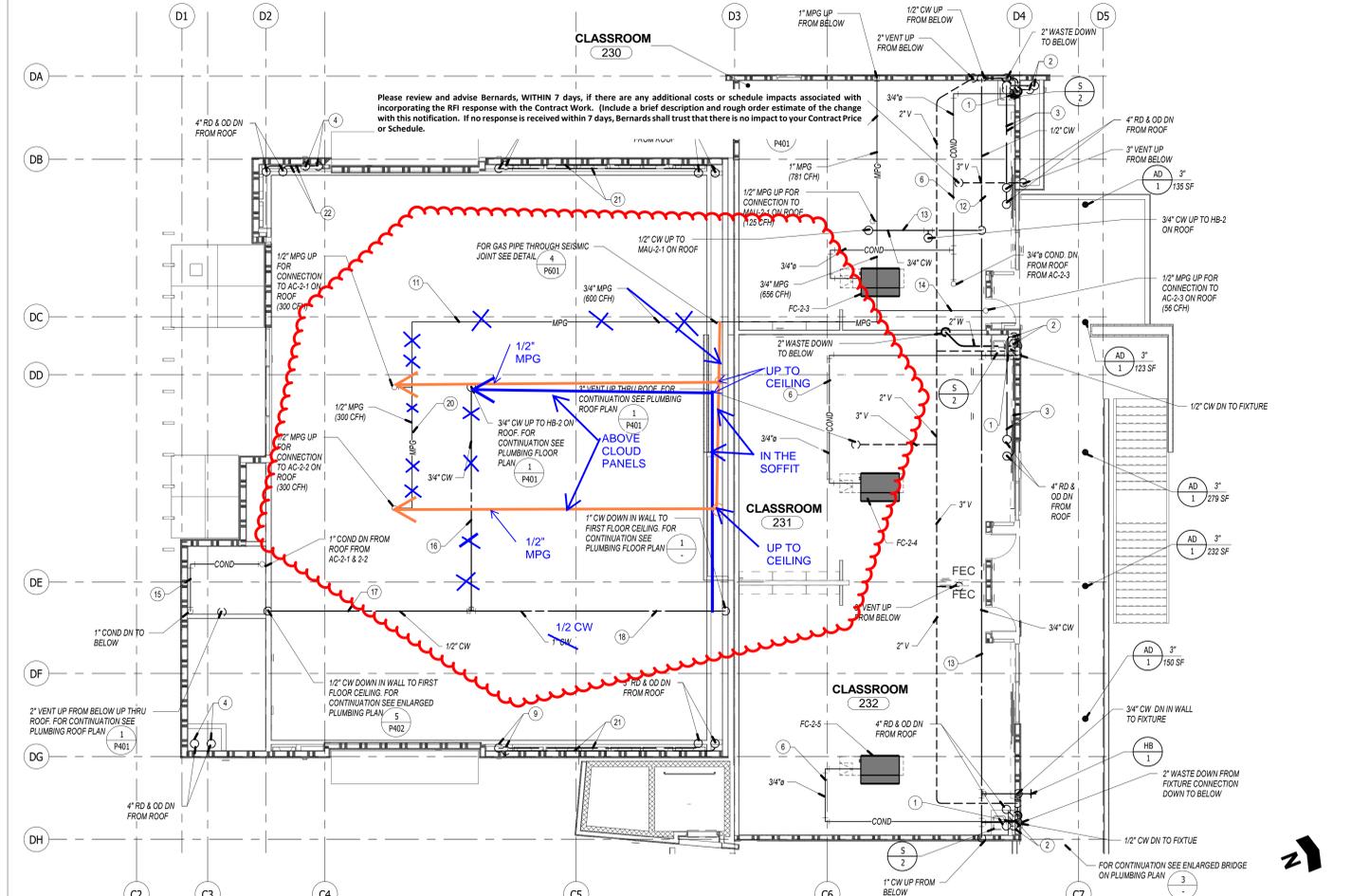


### BUILDING 2 - FIRST FLOOR PLUMBING PLAN

1/8" = 1'-0" 1



FOR CONTINUATION SEE BUILDING 4 ON PLUMBING FLOOR PLAN 2 P000



### BUILDING 2 - SECOND FLOOR PLUMBING PLAN

1/8" = 1'-0" 2

IDENTIFICATION STAMP  
 DIVISION OF REGULATION CT  
 SERVICES  
 FILE NO: 56-22  
 AR: 03-118371  
 AC: FLS SS  
 DATE





3100 E. Belle Terrace  
 Bakersfield, CA 93307  
 661-397-2121  
 Fax 661-396-2589

# CHANGE ORDER REQUEST

CHANGE ORDER REQUEST NO: 8  
 REQUEST DATE: 06/13/2019  
 REQUESTED BY: Samuel Firman  
 CUSTOMER REF #:

**TO: Bernards**  
 555 First St.  
 San Fernando CA 91340

**Attn: Jaime Pace**      **Phone: 310-909-9763**

**PROJECT: 2439 McKinna ES Reconstruction Plumbing**  
 1611 South J Street  
 Oxnard CA 93033

*If you wish for us to proceed with the following work please issue a written change order for the amount shown or sign below indicating approval.*

COST BREAKDOWN ATTACHED	<b>X</b>
PLANS ATTACHED	
SPECIFICATIONS ATTACHED	

Description of Work	Amount
CW Seismic Loop Addition	1,095.00

**Remarks**

*\*HPS reserves the right to any future impact, disruption, loss of efficiency or any other extraordinary or consequential costs that may occur as a result of proceeding with this proposed change.*

Negative changes will lower the overall contract price requiring no additional payment by owner.      **Requested Amount of Change**      **\$1,095.00**

*The Contract Time will be changed by*      **0**      *Days*

Approved by Customer	Date _____	HPS Mechanical, Inc.	Date <u>06/17/19</u>
By (Print) _____		By (Print) <u>Jay Buenviaje</u>	
Signature _____		Signature	
Title _____		Title <u>P.M.</u>	





## HOURLY LABOR COST RATES

<b>Sub/Contractor:</b>	HPS Mechanical, Inc.	<b>Trade:</b>	Plumbing
<b>Date:</b>	11/12/2018	<b>Classification:</b>	Plumber Foreman
<b>Project:</b>	McKinna ES Recon. Plumbing	<b>Union :</b>	<input type="checkbox"/> <b>Non Union:</b> <input checked="" type="checkbox"/>
<b>Rate Effective Through:</b>	June 30, 2019		

	<b>Straight Time</b>	<b>Time &amp; 1/2</b>	<b>Double Time</b>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 50.13	\$ 75.20	\$ 100.26
Vacation & Holiday Accrual	\$ -	\$ -	\$ -
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 50.13</b>	<b>\$ 75.20</b>	<b>\$ 100.26</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security	\$ 3.11	\$ 4.66	\$ 6.22
Medicare	\$ 0.73	\$ 1.09	\$ 1.45
FUI	\$ 1.35	\$ 2.03	\$ 2.71
SUI	\$ 4.84	\$ 7.26	\$ 9.68
Workers Compensation Insurance	\$ 4.84	\$ 7.26	\$ 9.68
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Subsistence (If Applicable)	\$ 3.75	\$ 3.75	\$ 3.75
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 18.61</b>	<b>\$ 26.05</b>	<b>\$ 33.48</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 8.91	\$ 8.91	\$ 8.91
Pension & Retirement (or equivalent)	\$ 13.01	\$ 13.01	\$ 13.01
Training (or equivalent)	\$ 2.25	\$ 2.25	\$ 2.25
<b>Hourly Benefits Subtotal</b>	<b>\$ 24.17</b>	<b>\$ 24.17</b>	<b>\$ 24.17</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 92.91</b>	<b>\$ 125.41</b>	<b>\$ 157.91</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |





**Mason West Inc.**

1601 E MIRALOMA AVE  
PLACENTIA CA 92870

**Quotation 75094(VI)**

**Phn: (714) 630-0701**

**Fax: (714) 630-1082**

**SAM FIRMAN**

**HPS MECHANICAL, INC.**

**3100 EAST BELLE TERRACE**

**BAKERSFIELD, CA 93307**

**Phone: 661/397-2121**

**Fax: 661/396-2589**

**Date: 5/22/2019**

**Job Name 2439 P**

**City:**

**Engineer:**

**Reference: LOOPS**

**Bid Date: 05/22/2019**



**MASON INDUSTRIES VIBRATION ISOLATION QUOTATION**

Qty	Item	Description	Unit Price	Extension
	CSAVMN			
1		3/4" RATED FOR GAS- STOCK ITEM ANAHEIM	\$384.00	\$384.00
1		VCPSB BRAIDED BRONZE VEE COPPER SWEAT ENDS 1" WATER- STOCK IN NY SHOP- 2-3 DAY SHIP * cost includes shipping	\$422.00	\$422.00

Delivery: 1 -3 DAYS ARO  
Delivery FOB PLACENTIA FFA  
Payment Terms: NET 30 DAYS  
Prices Valid For: 30

Mason West, Inc  
FRANK MADRID



QuoteNumber: 75094(VI)

Date: 5/22/2019

Job Name: 2439 P



## MASON INDUSTRIES VIBRATION ISOLATION QUOTATION

### TERMS AND CONDITIONS:

THE ABOVE QUOTE DOES NOT INCLUDE USE OR SALES TAX.

MASON WEST CANNOT BE RESPONSIBLE FOR ANY FABRICATION OR INSTALLATIONS THAT OCCUR PRIOR TO APPROVAL BY THE ENGINEER OF RECORD, OSHPD OR ANY OTHER REGULATORY AGENCY.

ANY JOB RELEASED 6 MONTHS AFTER BID DATE WILL BE SUBJECT TO PRICE INCREASE. USE 10% PER YEAR COMPOUNDED AS A GUIDELINE STARTING FROM BID DATE.

MASON INDUSTRIES WARRANTIES ALL PRODUCT FOR 1 YEAR FROM DATE OF PURCHASE AGAINST DEFECTS IN WORKMANSHIP.

LEAD TIME QUOTED IS AS OF BID DATE AND MAY CHANGE BASED ON ACTUAL RELEASE DATE

UNLESS NOTED THIS QUOTE IS NEITHER BUY AMERICAN OR ARRA COMPLIANT

CUSTOM FABRICATED ITEMS SUCH AS BASES, CURBS AND SPECIAL FLEX CONNECTORS ARE NON REFUNDABLE, NON RETURNABLE. STANDARD PARTS MAY HAVE A RESTOCKING CHARGE UP TO 35%.

HPS MECHANICAL INC BAKERSFIELD  
ACCOUNT # 165304

12/11/2018

Cat	Class	Cat Class Description	Agreement Rate Min	Agreement Rate Day	Agreement Rate Week	Agreement Rate Month	Start Date	End Date
930	1350	TRENCHER 32-50HP	\$ 297.00	\$ 297.00	\$ 860.00	\$ 2,137.00	01/01/19	12/31/19
930	1101	TRENCHER 11-15HP WALKBEHIND TIRE	\$ 189.00	\$ 189.00	\$ 500.00	\$ 1,500.00	01/01/19	12/31/19
907	75	MINI EXCAVATOR 7400-9199#	\$ 297.00	\$ 297.00	\$ 985.00	\$ 1,787.00	01/01/19	12/31/19
907	35	MINI EXCAVATOR 3000-3999#	\$ 269.00	\$ 269.00	\$ 847.00	\$ 1,757.00	01/01/19	12/31/19
905	1060	EXCAVATOR 43,000-49,000	\$ 700.00	\$ 700.00	\$ 2,000.00	\$ 5,800.00	01/01/19	12/31/19
905	1080	EXCAVATOR 50,000- 55,900 REDUCED TAIL SWING	\$ 815.00	\$ 815.00	\$ 2,300.00	\$ 6,300.00	01/01/19	12/31/19
902	1021	BACKHOE 60-90 HP 4x4 CAB EXT	\$ 300.00	\$ 300.00	\$ 1,200.00	\$ 2,299.00	01/01/19	12/31/19
903	80	SKID STEER LOADER 1900-2000#	\$ 175.00	\$ 175.00	\$ 585.00	\$ 1,600.00	01/01/19	12/31/19
310	6026	BOOM 60-64' TELESCOPIC	\$ 339.00	\$ 339.00	\$ 1,007.00	\$ 2,179.00	01/01/19	12/31/19
310	4003	BOOM 45-50' TELESCOPIC 4WD	\$ 220.00	\$ 220.00	\$ 895.00	\$ 1,689.00	01/01/19	12/31/19
310	4001	BOOM 40-50' ARTICULATING	\$ 220.00	\$ 220.00	\$ 895.00	\$ 1,689.00	01/01/19	12/31/19
310	4026	BOOM 40' TELESCOPIC	\$ 220.00	\$ 220.00	\$ 895.00	\$ 1,689.00	01/01/19	12/31/19
310	3050	BOOM 30-33' ARTICULATING DC	\$ 195.00	\$ 195.00	\$ 750.00	\$ 1,597.00	01/01/19	12/31/19
300	3051	SCISSOR LIFT 30-35' IC 4WD	\$ 140.00	\$ 140.00	\$ 385.00	\$ 1,077.00	01/01/19	12/31/19
300	2999	SCISSOR LIFT 30-35' ELECTRIC 46-48" WID	\$ 125.00	\$ 125.00	\$ 360.00	\$ 797.00	01/01/19	12/31/19
300	2551	SCISSOR LIFT 25-27' IC 4WD	\$ 145.00	\$ 145.00	\$ 360.00	\$ 950.00	01/01/19	12/31/19
300	2525	SCISSOR LIFT 24-26' ELECTRIC 46-68" WID	\$ 117.00	\$ 117.00	\$ 295.00	\$ 635.00	01/01/19	12/31/19
300	2515	SCISSOR LIFT 24-26' ELECTRIC 30-36" WID	\$ 117.00	\$ 117.00	\$ 295.00	\$ 635.00	01/01/19	12/31/19
300	2000	SCISSOR LIFT 19' ELECTRIC	\$ 101.00	\$ 101.00	\$ 285.00	\$ 410.00	01/01/19	12/31/19
233	1650	FORKLIFT VARIABLE REACH 10000# 50' & UP	\$ 407.00	\$ 407.00	\$ 1,487.00	\$ 3,275.00	01/01/19	12/31/19
233	1370	FORKLIFT VARIABLE REACH 8000# 40-49'	\$ 295.00	\$ 295.00	\$ 1,029.00	\$ 2,100.00	01/01/19	12/31/19
233	1160	FORKLIFT VARIABLE REACH 6000# 35-39'	\$ 295.00	\$ 295.00	\$ 1,003.00	\$ 1,950.00	01/01/19	12/31/19
233	1025	FORKLIFT VARIABLE REACH 5000# 16-20'	\$ 227.00	\$ 227.00	\$ 977.00	\$ 1,699.00	01/01/19	12/31/19
231	1200	FORKLIFT WHSE 5000# GAS/LP	\$ 190.00	\$ 190.00	\$ 477.00	\$ 1,037.00	01/01/19	12/31/19
150	2600	RAMMER LARGE 2900-3600 LBS/BLOW	\$ 86.00	\$ 86.00	\$ 275.00	\$ 750.00	01/01/19	12/31/19
110	4435	MOIL POINT 1 1/8" X 6"	\$ 10.00	\$ 10.00	\$ 20.00	\$ 30.00	01/01/19	12/31/19
110	4165	CHISEL 1 1/8" X 6"	\$ 10.00	\$ 10.00	\$ 20.00	\$ 30.00	01/01/19	12/31/19
110	2400	AIR HOSE 3/4" X 50'	\$ 10.00	\$ 10.00	\$ 20.00	\$ 30.00	01/01/19	12/31/19
110	1570	BREAKER PAVEMENT AIR 60#	\$ 75.00	\$ 75.00	\$ 209.00	\$ 450.00	01/01/19	12/31/19
100	3185	COMPRESSOR 175-195 CFM	\$ 100.00	\$ 100.00	\$ 285.00	\$ 825.00	01/01/19	12/31/19

**DELIVERY & PICK-UP \$120/\$120 WITHIN 30 MILES OF URI LOCATION**  
**RATES DO NOT INCLUDE TAX, FUEL , D&P,ENV,CA PROP OR RPP**  
**RATES GOOD FOR 2019**



# SANTA BARBARA GLASS COMPANY

6385 ROSE LANE SUITE B  
CARPINTERIA, CA 93013

P: 805-962-7648  
F: 805-966-6673

**COMMERCIAL • STOREFRONTS • RESIDENTIAL**

**Change Order #: 1**

Santa Barbara Glass Representative:  
Ed Dickson

We have reviewed the original contract and / or statement of work and have determined that the work requested is a change from those original documents. Both parties as signified by the signatures on this letter have agreed upon this change order, described in detail below.

Account Address:  
Bernards  
Bernards  
555 First Street  
San Fernando, Ca 91340  
818-361-9208 fax

Job Name:  
McKinna Elementary School

**Delete all operable windows per RFI#259 and replace with Solarban 70XL fixed glass to match all other glass on the project.**

**97 Windows @ 340.65 ea = \$33,043.05 - (Deduct)**

**97 Fixed Glass @ \$78.63 ea = \$7,627.11 - Add**

**Delta Deduct = (\$25,415.94)**

**Sales Tax = (\$1,969.74)**

**Total Deduct = (\$27,385.68)**

Subtotal this COR

\$-27,385.68

**Total \$-27,385.68**

\_\_\_\_\_ Date 5-10-19  
Santa Barbara Glass Representative

Accepted Date: \_\_\_\_\_

X \_\_\_\_\_  
Change Order Accepted by



## HOURLY LABOR COST RATES

**Sub/Contractor:** Santa Barbara Glass Co      **Trade:** Glazing  
**Date:** 6/22/2018      **Classification:** Journeyman  
**Project:** McKinna Elementary  
**Rate Effective Through:** June 1, 2019 thru Dec 31, 2019      **Union :**  **Non Union:**

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 43.40	\$ 65.10	\$ 86.80
Vacation & Holiday Accrual	\$ 2.05	\$ 2.05	\$ 2.05
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 45.45</b>	<b>\$ 67.15</b>	<b>\$ 88.85</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 2.69	\$ 4.04	\$ 5.38
Medicare 1.45%	\$ 0.63	\$ 0.94	\$ 1.26
FUTA 1.20%	\$ 0.52	\$ 0.78	\$ 1.04
SUI 6.20%	\$ 2.69	\$ 4.04	\$ 5.38
State Disability Insurance 10.10%	\$ 4.38	\$ 6.58	\$ 8.77
Workers Compensation Insurance 21.14%	\$ 9.17	\$ 13.76	\$ 18.35
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 20.09</b>	<b>\$ 30.13</b>	<b>\$ 40.18</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 7.67	\$ 7.67	\$ 7.67
Pension & Retirement (or equivalent)	\$ 16.41	\$ 16.41	\$ 16.41
Training (or equivalent)	\$ 1.78	\$ 1.78	\$ 1.78
<b>Hourly Benefits Subtotal</b>	<b>\$ 25.86</b>	<b>\$ 25.86</b>	<b>\$ 25.86</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 91.40</b>	<b>\$ 123.14</b>	<b>\$ 154.89</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



# REQUEST FOR INFORMATION

**RFI No.: 259**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction  
**Subject: Clarification on Operable Windows**

Date: 04-16-19  
Discipline: Architectural

**Response Requested By: 04-23-2019**

## DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A102-A106	A10	Grid Lines CB, CF, C2, C9, D4, E3 & E4
A014, A015	A10, A4	S22, S27A, S27B
A402, A551	A10, E4	Elevation, Section

## QUESTION

Operable Windows (along Grid Lines C2, C9, CB, CF, D4, E3, & E4) hinders with the sliding marker boards when opened. Is it acceptable to make them non-operable, and provide a credit to the owner? Please advise.

## ANSWER

Acceptable. Per email from CFW confirming district decisions on 05.07.19 (attached.)

Kevin Griendling, AIA

Response Provided By: \_\_\_\_\_ Perkins Eastman \_\_\_\_\_ 05.08.19  
 Name Company Date

Question Initiated By: Jaime Pace - Bernards

Submitted By: Arvind Balaji - Bernards

## Kevin Griendling

**From:** Mario Mera <MMera@cfwinc.com>  
**Sent:** Tuesday, May 07, 2019 3:32 PM  
**To:** Kevin Griendling; Diego Matzkin  
**Cc:** Jaime Pace; Jennifer MacIsaac; Fateh, David; Varun Inapuri  
**Subject:** RE: McKinna ES - Confirmation of Direction on RFI/Submittal Items

Kevin,

Pursuant to our 4/26/19 telephone meeting between David Fateh (OSD/Facilities Dir), Jaime Page (Bernards), you, and I; below please find the information requested for the following items:

ITEM No.	ISSUE	IMPACT	DIRECTION
1. Replacement of operable windows located in "Classrooms" with non-operable windows.	Currently, window design for classroom application (location, operations) calls for operable windows to be installed in all classrooms. However, due to the close proximity of operable window and movable marker board locations, the operable windows <u>will not</u> operate as intended. The movable marker boards and the swing of the window panes interfere and clash with each other. To resolve this issue, all operable windows located in classrooms will be replaced with stationary <u>non-operable</u> windows, similar to Elm and Lemonwood.	Contractor will provide a credit for Replacement of operable windows located in "Classrooms" with non-operable windows.	With District concurrence AOR (Perkins Eastman): Proceed with the paperwork necessary to implement the proposed change in scope of Work (i.e., replacement of operable windows located in "Classrooms" with non-operable windows).  Contractor (Bernards): Provide for review and acceptance a proposed credit for this subject design change.
2. Surveillance Camera locations	Pursuant to coordination meeting held on 4/26/19 between the District, CFW, and the Contractor; the District confirmed that the surveillance camera locations shown in RFI-273 are acceptable.	There will be added cost to procure and install electrical rough-in for future surveillance camera locations identified in RFI-273 (power, data, etc.).	With District concurrence, AOR (Perkins Eastman): Proceed with the paperwork necessary to implement this proposed change in scope of Work (i.e., install electrical rough-in for future surveillance cameras locations).  Contractor (Bernards): Considering the current level of physical Work complete, proceed with the installation of electrical rough-in for future surveillance cameras locations.
3. Marquee sign is to be 3' x 8' single pole mounted	The marquee sign of 3' x 8' if mounted on a building wall will not be visible due to the distance from the street and ultimately obstruction by trees. The District and CFW decided to mount the marquee on a single pole.	There will be added cost to procure and install the marquee pole and the required provide infrastructure (power, data, etc.).	With District concurrence, AOR (Perkins Eastman): Proceed with the paperwork necessary to implement this proposed change in scope of Work (i.e., replacement wall mounted marquee with single pole

			mounted marquee incl. required infrastructure).  Contractor (Bernards): Provide for review and acceptance a detailed cost proposed for this change in scope of work.
4. MPR flooring material selection or substitution	Issue is currently under review by AOR, CFW, and District	TBD	TBD

If you have any questions and/or comments, please do not hesitate to contact me directly.

Sincerely,

**Mario Mera**

**Senior Program Manager – Implementation Services**

**Caldwell, Flores, Winters, Inc.**

mobile: (424) 352-5148

e-mail: [mmera@cfwinc.com](mailto:mmera@cfwinc.com)

CFW Los Angeles Office:

815 Colorado Blvd., Ste. 201,

Los Angeles, CA 93035

office: (323) 202-2550

CFW Oxnard Office:

1901 S. Victoria Ave., Ste. 106

Oxnard, CA 93035

office: (805) 201-0546

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**From:** Kevin Griendling

**Sent:** Monday, April 29, 2019 3:15 PM

**To:** Mario Mera <[MMera@cfwinc.com](mailto:MMera@cfwinc.com)>

**Subject:** FW: McKinna ES - Confirmation of Direction on RFI/Submittal Items

One more thing: MPG Glazing selection – Please confirm if we are to proceed with the reviewed item from Friday?

**Kevin Griendling, AIA**

3194 D Airport Loop Drive | Costa Mesa, CA 92626

T. +1 714 824 3569

E. [k.griendling@perkinseastman.com](mailto:k.griendling@perkinseastman.com)

[www.perkinseastman.com](http://www.perkinseastman.com)

---

**From:** Kevin Griendling  
**Sent:** Monday, April 29, 2019 7:43 AM  
**To:** Mario Mera <[MMera@cfwinc.com](mailto:MMera@cfwinc.com)>  
**Cc:** Jennifer MacIsaac <[jmaclsaac@cfwinc.com](mailto:jmaclsaac@cfwinc.com)>; Diego Matzkin <[d.matzkin@perkinseastman.com](mailto:d.matzkin@perkinseastman.com)>; Fateh, David <[dfateh@oxnardsd.org](mailto:dfateh@oxnardsd.org)>; Jaime Pace <[jpace@bernards.com](mailto:jpace@bernards.com)>  
**Subject:** McKinna ES - Confirmation of Direction on RFI/Submittal Items

Mario,

Could you please update us on and confirm the decisions made in your meeting with David last week, including the following items:

- Removal of operable windows
- Surveillance camera locations
- Marquee sign is to be 3' x 8' single pole mounted (please send us the drawings from the other project mentioned in Friday's meeting)
- (awaiting meeting from Gerfloor at Elm today I believe) MPR flooring material selection or substitution

Thanks,

**Kevin Griendling, AIA**

3194 D Airport Loop Drive | Costa Mesa, CA 92626  
T. +1 714 824 3569  
E. [k.griendling@perkinseastman.com](mailto:k.griendling@perkinseastman.com)

[www.perkinseastman.com](http://www.perkinseastman.com)

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## HOURLY LABOR COST RATES

**Sub/Contractor:** Santa Barbara Glass Co      **Trade:** Glazing  
**Date:** 6/22/2018      **Classification:** Journeyman  
**Project:** McKinna Elementary  
**Rate Effective Through:** June 1, 2019 thru Dec 31, 2019      **Union :**  **Non Union:**

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 43.40	\$ 65.10	\$ 86.80
Vacation & Holiday Accrual	\$ 2.05	\$ 2.05	\$ 2.05
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 45.45</b>	<b>\$ 67.15</b>	<b>\$ 88.85</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 2.69	\$ 4.04	\$ 5.38
Medicare 1.45%	\$ 0.63	\$ 0.94	\$ 1.26
FUTA 1.20%	\$ 0.52	\$ 0.78	\$ 1.04
SUI 6.20%	\$ 2.69	\$ 4.04	\$ 5.38
State Disability Insurance 10.10%	\$ 4.38	\$ 6.58	\$ 8.77
Workers Compensation Insurance 21.14%	\$ 9.17	\$ 13.76	\$ 18.35
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 20.09</b>	<b>\$ 30.13</b>	<b>\$ 40.18</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 7.67	\$ 7.67	\$ 7.67
Pension & Retirement (or equivalent)	\$ 16.41	\$ 16.41	\$ 16.41
Training (or equivalent)	\$ 1.78	\$ 1.78	\$ 1.78
<b>Hourly Benefits Subtotal</b>	<b>\$ 25.86</b>	<b>\$ 25.86</b>	<b>\$ 25.86</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 91.40</b>	<b>\$ 123.14</b>	<b>\$ 154.89</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



# REQUEST FOR INFORMATION

**RFI No.: 334**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 07-10-19  
Discipline: Architectural

**Subject: Clarification on locations of Graylite product**

**Response Requested By: 07-17-2019**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A104	A10	
A206	A2, A5, A7	

### QUESTION

Please confirm that only doors 201-1, 201-2, 201-3 and its surrounding storefront glass (see attached elevation, highlighted in green) should have graylite #14 glazing product.

### ANSWER

Confirmed.

Kevin Griendling, AIA

Response Provided By: \_\_\_\_\_ Perkins Eastman \_\_\_\_\_ 07.26.19  
 Name Company Date

Question Initiated By: Terry Root - Bernards

Submitted By: Arvind Balaji - Bernards



## Kevin Griendling

---

**From:** Mario Mera <MMera@cfwinc.com>  
**Sent:** Thursday, July 25, 2019 8:51 AM  
**To:** Kevin Griendling  
**Cc:** Diego Matzkin  
**Subject:** RE: McKinna ES RFI 334 - Clarification on locations of Graylite product  
**Attachments:** RFI\_334-Clarification on locations of Graylite product.pdf

Kevin,

Confirmed, Graylite glazing to be used at locations shown in RFI-334 (attached).

Sincerely,

**Mario Mera**

**Senior Program Manager – Implementation Services**

**Caldwell, Flores, Winters, Inc.**

mobile: (424) 352-5148

e-mail: [mmera@cfwinc.com](mailto:mmera@cfwinc.com)

CFW Los Angeles Office:

815 Colorado Blvd., Ste. 201,

Los Angeles, CA 93035

office: (323) 202-2550

CFW Oxnard Office:

1901 S. Victoria Ave., Ste. 106

Oxnard, CA 93035

office: (805) 201-0546

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**From:** Kevin Griendling <k.griendling@perkinseastman.com>  
**Sent:** Wednesday, July 10, 2019 10:19 AM  
**To:** Mario Mera <MMera@cfwinc.com>  
**Cc:** Diego Matzkin <d.matzkin@perkinseastman.com>  
**Subject:** FW: McKinna ES RFI 334 - Clarification on locations of Graylite product

Mario,

Please confirm if we are to use Graylite glazing at 201-1, 201-2, 201-3 only.

Thanks,

Kevin Griendling, AIA

601

3194 D Airport Loop Drive | Costa Mesa, CA 92626

T. +1 714 824 3569

E. [k.griending@perkinseastman.com](mailto:k.griending@perkinseastman.com)

[www.perkinseastman.com](http://www.perkinseastman.com)

---

**From:** Arvind Balaji [<mailto:ABalaji@bernards.com>]

**Sent:** Wednesday, July 10, 2019 10:10 AM

**To:** Kevin Griendling <[k.griending@perkinseastman.com](mailto:k.griending@perkinseastman.com)>

**Cc:** Jaime Pace <[jpace@bernards.com](mailto:jpace@bernards.com)>; Terry Root <[TRoot@bernards.com](mailto:TRoot@bernards.com)>; Mitch Michaelis <[MMichaelis@bernards.com](mailto:MMichaelis@bernards.com)>; Josh Toone <[JToone@bernards.com](mailto:JToone@bernards.com)>; Chris Daugherty <[cdaugherty5107@gmail.com](mailto:cdaugherty5107@gmail.com)>; Mario Mera <[MMera@cfwinc.com](mailto:MMera@cfwinc.com)>

**Subject:** McKinna ES RFI 334 - Clarification on locations of Graylite product

Hello Kevin,

Please see the attached **RFI 334 - Clarification on locations of Graylite product** for your review.

Thanks,

**Arvind Balaji**

Project Engineer | McKinna Elementary School | **BERNARDS**

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## HOURLY LABOR COST RATES

**Sub/Contractor:** Santa Barbara Glass Co      **Trade:** Glazing  
**Date:** 6/22/2018      **Classification:** Journeyman  
**Project:** McKinna Elementary  
**Rate Effective Through:** June 1, 2019 thru Dec 31, 2019      **Union :**  **Non Union:**

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 43.40	\$ 65.10	\$ 86.80
Vacation & Holiday Accrual	\$ 2.05	\$ 2.05	\$ 2.05
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 45.45</b>	<b>\$ 67.15</b>	<b>\$ 88.85</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 2.69	\$ 4.04	\$ 5.38
Medicare 1.45%	\$ 0.63	\$ 0.94	\$ 1.26
FUTA 1.20%	\$ 0.52	\$ 0.78	\$ 1.04
SUI 6.20%	\$ 2.69	\$ 4.04	\$ 5.38
State Disability Insurance 10.10%	\$ 4.38	\$ 6.58	\$ 8.77
Workers Compensation Insurance 21.14%	\$ 9.17	\$ 13.76	\$ 18.35
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 20.09</b>	<b>\$ 30.13</b>	<b>\$ 40.18</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 7.67	\$ 7.67	\$ 7.67
Pension & Retirement (or equivalent)	\$ 16.41	\$ 16.41	\$ 16.41
Training (or equivalent)	\$ 1.78	\$ 1.78	\$ 1.78
<b>Hourly Benefits Subtotal</b>	<b>\$ 25.86</b>	<b>\$ 25.86</b>	<b>\$ 25.86</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 91.40</b>	<b>\$ 123.14</b>	<b>\$ 154.89</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



# REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

**RFI No. : 280**

Project: McKinna Elementary School Reconstruction

Date: 05-02-19

Discipline: Structural

## Subject: Vertical Movement for Longer Storefront

### DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
124-084313	Sheets 301-306	Storefront elevation details- S1/301, S5B2/302, S15B/303, S17/304, S19/304, S23/305, S24/306, S25/306

### QUESTION

Do we need to allow for vertical live load deflection above any of the storefront openings? Typically, the wider an opening, the more likely it is to be accounted for. We are concerned about elevations S1/301, S5B2/302, S15B/303, S17/304, S19/304, S23/305, S24/306 & S25/306 in submittal 124-084313-0 Storefront shop drawings. These openings are wider than 13' with some approaching 19' wide. Right now, our head connections are hard and do not allow for any vertical movement

Please review these areas and see if they are load bearing and we do in fact need to account for the vertical movement. If so, we will have to introduce a compensating head can and revise the shops accordingly.

### ANSWER

Yes, and agree that the window system should be able to account for a portion of the vertical movement. We will need to review the shop drawing and compare to our current design to confirm that the total anticipated vertical deflection is accounted for.

PJC (MHP), 5/6/19

Update: Based on review of storefront shop drawings (submittal# 140-084313-0)...For the header connections at the elevations noted above, it appears the manufacturer did provide a vertical slip connection. However, it is unclear in the shop drawing details what that gap is. Per our design, the system needs to be able to accommodate 3/8" of vertical deflection. Manufacturer to verify and confirm their system can accommodate that

PJC (MHP), 5/29/19

### RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Santa Barbara Glass Co	Ed Dickson	5/29/2019



**REQUEST FOR INFORMATION  
FOR SUBCONTRACTOR ACTION**

**RFI No. : 280**

Project: McKinna Elementary School Reconstruction

Date: 05-02-19

Discipline: Structural

**Subject: Vertical Movement for Longer Storefront**

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

**Question Initiated By:** Ed Dickson - Santa Barbara Glass Co - Author Number:

**Submitted By:** Arvind Balaji - Bernards

Project: McKinna Elementary School Reconstruction

Job No. 1643.

2 of 2

**REQUEST FOR INFORMATION**

Report Date: 5/29/2019

606



# REQUEST FOR INFORMATION

**RFI No.: 280**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 05-02-19  
Discipline: Structural

**Subject: Vertical Movement for Longer Storefront**

**Response Requested By: 05-09-2019**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
124-084313	Sheets 301-306	Storefront elevation details- S1/301, S5B2/302, S15B/303, S17/304, S19/304, S23/305, S24/306, S25/306

### QUESTION

Do we need to allow for vertical live load deflection above any of the storefront openings? Typically, the wider an opening, the more likely it is to be accounted for. We are concerned about elevations S1/301, S5B2/302, S15B/303, S17/304, S19/304, S23/305, S24/306 & S25/306 in submittal 124-0843113-0 Storefront shop drawings. These openings are wider than 13' with some approaching 19' wide. Right now, our head connections are hard and do not allow for any vertical movement

Please review these areas and see if they are load bearing and we do in fact need to account for the vertical movement. If so, we will have to introduce a compensating head can and revise the shops accordingly.

### ANSWER

Yes, and agree that the window system should be able to account for a portion of the vertical movement. We will need to review the shop drawing and compare to our current design to confirm that the total anticipated vertical deflection is accounted for.

PJC (MHP), 5/6/19

Update: Based on review of storefront shop drawings (submittal# 140-084313-0)...For the header connections at the elevations noted above, it appears the manufacturer **did** provide a vertical slip connection. However, it is unclear in the shop drawing details what that gap is. Per our design, the system needs to be able to accommodate 3/8" of vertical deflection. Manufacturer to verify and confirm their system can accommodate that.

PJC (MHP), 5/29/19

Response Provided By: \_\_\_\_\_  
Name Company Date

**Question Initiated By:** Ed Dickson - Santa Barbara Glass Co - Author Number:

**Submitted By:** Arvind Balaji - Bernards







## HOURLY LABOR COST RATES

**Sub/Contractor:** Santa Barbara Glass Co      **Trade:** Glazing  
**Date:** 6/22/2018      **Classification:** Journeyman  
**Project:** McKinna Elementary  
**Rate Effective Through:** June 1, 2019 thru Dec 31, 2019      **Union :**  **Non Union:**

	<u>Straight Time</u>	<u>Time &amp; 1/2</u>	<u>Double Time</u>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 43.40	\$ 65.10	\$ 86.80
Vacation & Holiday Accrual	\$ 2.05	\$ 2.05	\$ 2.05
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 45.45</b>	<b>\$ 67.15</b>	<b>\$ 88.85</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 2.69	\$ 4.04	\$ 5.38
Medicare 1.45%	\$ 0.63	\$ 0.94	\$ 1.26
FUTA 1.20%	\$ 0.52	\$ 0.78	\$ 1.04
SUI 6.20%	\$ 2.69	\$ 4.04	\$ 5.38
State Disability Insurance 10.10%	\$ 4.38	\$ 6.58	\$ 8.77
Workers Compensation Insurance 21.14%	\$ 9.17	\$ 13.76	\$ 18.35
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 20.09</b>	<b>\$ 30.13</b>	<b>\$ 40.18</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 7.67	\$ 7.67	\$ 7.67
Pension & Retirement (or equivalent)	\$ 16.41	\$ 16.41	\$ 16.41
Training (or equivalent)	\$ 1.78	\$ 1.78	\$ 1.78
<b>Hourly Benefits Subtotal</b>	<b>\$ 25.86</b>	<b>\$ 25.86</b>	<b>\$ 25.86</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 91.40</b>	<b>\$ 123.14</b>	<b>\$ 154.89</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



# REQUEST FOR INFORMATION

RFI No.: 88

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 10-30-18  
Discipline: Architectural

**Subject: Clarification on Finish Hardware,  
Doors, & Frames**

**Response Requested By: 11-06-2018**

## DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A013 08 71 00		

## QUESTION



1. Mark # 103-1 (Hdw set A032); 111-1 (Hdw set A483R); 114-1 & 115-1 (Hdw set A482); 115-2 (Hdw set A012); 303-1 & 307-1 (Hdw set A042) – a typical aluminum/glass storefront door hardware have been specified for these wood/hollow metal doors. Please review and verify if correct.

**Doors mentioned in item 1 are to be aluminum with aluminum frames. Hardware sets are applicable.**

2. Mark # 230-1, 231-1, 401-1, 402-1, 403-1, 404-1, 405-1, 406-1, 407-1, 408-1, 409-1, 412-1, 431-1, 432-1, 433-1, 434-1, 435-1, 436-1, 437-1, 438-1, 439-1, 440-1, 442-1 (Exterior classroom doors w/ Hdw set 442) – please confirm that panic hardware is not required at these exterior classroom doors

**Confirmed.**

3. Mark # 307-1 (Hdw set A042) - plan door schedule lists the door material as aluminum (storefront type D – full glass) and hollow metal frame. Please verify if this is correct. Hardware set A042 specified is for a storefront door application

**Door 307-1 is to be aluminum with aluminum frames. Hardware sets are applicable.**

4. Mark # 302-1 & 303-2 (Hdw set A582) - plan door schedule lists the door material as aluminum (storefront type D – full glass) and hollow metal frames. Please verify if this is correct. Hardware set A582 specified is for a typical storefront door application

**Doors mentioned in item 4 are to be aluminum with aluminum frames. Hardware sets are applicable.**

5. Mark # 103-1(Hdg. 3/Hdw set 3); 111-1 (Hdg. 8/Hdw set # A483R); 114-1 & 115-1 (Hdg. 2/Hdw set # A482 – we show these exterior type “D” full glass doors as aluminum/glass storefront, please confirm if it is correct. The referenced frame details, A1-door finish and hardware specified are all for a typical storefront door. **Doors mentioned in item 5 are to be aluminum with aluminum frames. Hardware sets are applicable.**

## ANSWER

Kevin Griendling, AIA

Response Provided By: \_\_\_\_\_  
 Name Company Date

Perkins Eastman

11.14.18

Question Initiated By: Rick Rivada - Montgomery Hardware Co - Author Number: 1

Submitted By: Arvind Balaji - Bernards

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**VANGUARD**  
**PAINTING INC.**

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2541 Topaz Court  
Oxnard, CA 93030

Phone: (805) 650-0111

Fax: (805) 650-0122

License #: 554570

April 23, 2019

Mr. Jaime Pace  
Bernards Bros  
555 First Street  
San Fernando, CA 91340

RE: RFI 265 - Boral siding  
Job: McKinna ES

Mr. Pace:

As you know, RFI 265 changed the "FC-1" siding from pre-finished "Resysta" siding to site finished "Boral TruExterior" siding. I will need stain this, per the dark brown sample provided and per the specifications. Note: I priced this out to install the coatings using multiple move-ons.

My price is:

Labor = 320 MH (@ \$ 54.94/MH)	\$17,580.00
Materials = 120 gallons (@ \$ 40/gal)	\$ 4,800.00
Lift equipment = 20 days (\$ 130/day)	\$ 2,600.00
Mark-up = 10%	<u>\$ 2,490.00</u>
Total	\$27,470.00

Sincerely,



Thomas Roerich  
McKinna 01 Boral Siding



## HOURLY LABOR COST RATES

<b>Sub/Contractor:</b>	Vanguard Painting, Inc.	<b>Trade:</b>	Painting
<b>Date:</b>	10/31/2018	<b>Classification:</b>	Painter
<b>Project:</b>	McKinna ES, Oxnard	<b>Union :</b>	<input checked="" type="checkbox"/> <b>Non Union:</b> <input type="checkbox"/>
<b>Rate Effective Through:</b>	July 1, 2019		

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 30.04	\$ 45.06	\$ -
Vacation & Holiday Accrual	\$ 2.55	\$ 2.55	\$ -
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 32.59</b>	<b>\$ 47.61</b>	<b>\$ -</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security	\$ 1.86	\$ 2.79	\$ -
Medicare	\$ 0.44	\$ 0.65	\$ -
FUI	\$ 0.04	\$ 0.05	\$ -
SUI	\$ 0.26	\$ 0.40	\$ -
Workers Compensation Insurance	\$ 6.35	\$ 6.35	\$ 6.35
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 8.95</b>	<b>\$ 10.25</b>	<b>\$ 6.35</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 8.85	\$ 8.85	\$ -
Pension & Retirement (or equivalent)	\$ 3.04	\$ 3.04	\$ -
Training (or equivalent)	\$ 1.51	\$ 1.51	\$ -
<b>Hourly Benefits Subtotal</b>	<b>\$ 13.40</b>	<b>\$ 13.40</b>	<b>\$ -</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 54.94</b>	<b>\$ 71.26</b>	<b>\$ 6.35</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



# REQUEST FOR INFORMATION

**RFI No.: 265**

To: Kevin Griendling  
Company: Perkins Eastman Dougherty  
Project: McKinna Elementary School Reconstruction

Date: 04-18-19  
Discipline: Architectural

**Subject: Boral TruExterior Siding in lieu of Resysta**

**Response Requested By: 04-25-2019**

## DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

## QUESTION

Per the discussion during the OAC meeting, we are to replace Resysta with Boral TruExterior Siding. Please confirm if this is acceptable.

## ANSWER

This is acceptable. See submittal notes for confirmation of finish and plank configuration.

Kevin Griendling, AIA

Response Provided By: \_\_\_\_\_  
 Name Company Date

Perkins Eastman

04.22.19

Question Initiated By: Jaime Pace - Bernards

Submitted By: Arvind Balaji - Bernards



**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

**#17-41**

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

**SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

- 2 -

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

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

## #17-41

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

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

### **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

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

### **SECTION 3. ADDITIONAL SERVICES**

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

- 4 -

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

#### **SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

#### **SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

## #17-41

specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

- 6 -

**SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION**

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

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

**SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

**SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply

## #17-41

with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

### **SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.

- 8 -

**#17-41**

- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

- 9 -

**SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

- 10 -

this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

## **SECTION 11. NOT USED**

## **SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign TBD as Project Manager/Superintendent for the Project. So long as TBD remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

- 11 -

## #17-41

business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

### **SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

### **SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

### **SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

### **SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

**SECTION 17. USE OF PREMISES**

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

**SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

**SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

**#17-41**

- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

- 14 -

materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

**SECTION 20. INDEPENDENT CONTRACTOR**

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

**SECTION 21. ACCOUNTING RECORDS**

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

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

**SECTION 22. PERSONAL LIABILITY**

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

**SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

**SECTION 24. NOTICES**

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

If to Contractor:

Bernards  
555 First Street  
San Fernando, CA 91340  
Attn: Rick Fochtman

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,  
Garcia, Hernandez, Sawhney & Bermudez LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

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

## **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

## **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

**SECTION 27. HEADINGS**

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

**SECTION 28. APPLICABLE LAW**

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

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

**SECTION 31. SEVERABILITY**

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

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

**SECTION 33. EXECUTION IN COUNTERPARTS**

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

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

**CONTRACTOR:**

Bernards  
555 First Street  
San Fernando, CA 91340  
Rick Fochtman, Vice President

**THE DISTRICT:**

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030  
Lisa A. Franz, Director, Purchasing

By: Rick Falt  
Title: Executive VP  
Date: 6.30.2017

By: Lisa A. Franz  
Title: Director, Purchasing  
Date: 8-11-17

#17-41

**EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the  
State of California

- 20 -

OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

635

## EXHIBIT B

### Oxnard School District – McKinna ES Project

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

## 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

### 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

## #17-41

- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

- 24 -

#17-41

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR:

THE DISTRICT:

Oxnard School District,  
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Support Services Agreement

**Authorization to Join Education Technology Joint Powers Authority  
(Penanhoat/DeGenna/Mitchell)**

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The Oxnard School District (District) desires to become a member of the Education Technology Joint Powers Authority (EdTech JPA) for the term of 12/19/19 through 6/30/20. EdTech JPA acts as a procurement vehicle for technology goods and allows EdTech JPA Members to leverage contracts established through the Request for Proposal (RFP) process, thus alleviating Members' administrative costs and overhead. Each EdTech JPA contract leveraged by the District must be Board approved and executed prior to any obligation to the District.

Joining the Ed Tech JPA requires the Board's approval of a Resolution and an Associate Member Agreement. Resolution #19-14 and Agreement #19-144 are presented herewith for the Board's consideration.

**FISCAL IMPACT:**

Any fees incurred will be charged to end user's budget.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, the Assistant Superintendent, Educational Services, and the Chief Information Officer, that the Board of Trustees authorize the membership with Education Technology Joint Powers Authority (EdTech JPA) as outlined above.

**ADDITIONAL MATERIALS:**

**Attached:** [Resolution #19-14 \(2 pages\)](#)  
[Agreement #19-144 \(6 pages\)](#)

## RESOLUTION #19-14

### A RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ADOPTING AND APPROVING THE ASSOCIATE MEMBERSHIP AGREEMENT #19-144 JOINING THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

**WHEREAS**, Oxnard School District has been considering methods to better address the procurement costs, data privacy protection, and pricing of its education software, and;

**WHEREAS**, other California public agencies, such as school districts, community college districts, and county offices of education who have also considered these issues have determined that there is a need to form a coalition of public districts to acquire education technology and services for use at their respective facilities, and;

**WHEREAS**, Title 1, Division 7, Chapter 5, Article 1, (Section 6500 et seq.) of the Government Code authorizes joint exercise by two or more public agencies of any power common to them, and;

**WHEREAS**, California law enables school districts, county superintendents of schools, community college districts, and joint power agencies to actively control procurement and privacy terms and to acquire educational software and services for use at their respective facilities, and to establish a coalition to accomplish those ends; and

**WHEREAS**, the Irvine Unified School District, Capistrano Unified School District, Fullerton Unified School District, and the Clovis Unified School District and have formed the Education Technology Joint Powers Authority (Ed Tech JPA), a California joint powers authority, and have agreed to be the Founding Members of Ed Tech JPA, and appointed their respective District's Chief Technology Officer, Chief Business Official, or person with equivalent duties and background, to serve as a member of the Ed Tech JPA Board; and

**WHEREAS**, the Board of Trustees of Oxnard School District ("District") has considered the proposed Associate Member Agreement #19-144, a draft of which is attached hereto as ATTACHMENT 1, under which the District will become an associate member of the Education Technology JPA; and

**WHEREAS**, the District has determined that entering into an Associate Membership Agreement to avail the District to the benefits of the Ed Tech JPA, including obtaining legally compliant and economically priced technology services and products, as well as the financial, technical and professional development services to support the successful implementation of products and services purchased through a JPA, is in the best interests of the District.

**NOW THEREFORE BE IT RESOLVED THAT:**

1. The Board Trustees of Oxnard School District hereby declares and formally approves its membership in Ed Tech JPA, a California Joint Powers Authority, and instructs its duly authorized agent to execute and deliver on its behalf any necessary or appropriate documents to carry out the intent of this resolution, including the Ed Tech JPA Associate Membership Agreement #19-144 and any agreements necessary or appropriate to participate in Ed Tech JPA programs.

2. The Board of Trustees authorizes the Superintendent or designee to appoint Oxnard School District's Education Technology or Business Services department, or person with equivalent duties and background in education technology procurement, who shall serve as the authorized representative to the JPA.

ADOPTED by the following called vote on the 18<sup>th</sup> day of December, 2019.

AYE:

NO:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_

\_\_\_\_\_  
President of the Board of Trustees  
Oxnard School District

#### CERTIFICATION

I, \_\_\_\_\_, Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing is a full, true, and correct copy of Resolution #19-14 adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote stated, which resolution is on file in the office of the said Board.

By: \_\_\_\_\_

Clerk of the Board of Trustees  
Oxnard School District

**OSD #19-144**

**ED TECH JPA  
ASSOCIATE MEMBER AGREEMENT**

This Associate Member Agreement is made as of 12/19/19 (the "Effective Date"), by and between the Education Technology Joint Powers Authority ("Ed Tech JPA") and Oxnard School District ("Associate Member").

**RECITALS**

**WHEREAS**, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

**WHEREAS**, the Board of Trustees of Capistrano Unified School District, Irvine Unified School District, Clovis Unified School District and Fullerton School District ("Founding Members") have executed a Joint Powers Agreement, formally establishing the Ed Tech JPA for the purpose of aggregating purchasing power and expertise to negotiate legally compliant and economically priced technology software agreements for procurement by its members; and

**WHEREAS**, Ed Tech JPA's Board issues requests for proposals, evaluates proposals, and negotiates Master Agreements with vendors that meet minimum criteria established by the Ed Tech JPA's Founding Members; and

**WHEREAS**, Ed Tech JPA negotiates with Vendors to establish the general terms for the purchase of the Product ("Master Agreement") by current Ed Tech JPA members and by other "Eligible Entities" who elect to join the Ed Tech JPA; and

**WHEREAS**, Associate Members electing to use a Master Agreement will enter into a separate contract ("Purchase Agreement") with the Vendor; and

**WHEREAS**, Oxnard School District is an Eligible Entity with the power to contract and desires to become an Associate Member of Ed Tech JPA so that it may avail itself of the pricing, terms, and conditions leveraged by Ed Tech JPA; and

**WHEREAS**, a condition of joining the Ed Tech JPA is execution of this Associate Member Agreement; and

**WHEREAS**, if required, the Board of Trustees of Oxnard School District has reviewed the services available from the Ed Tech JPA and determined that the coordinated programs and services provided by Ed Tech JPA will result in benefits that are in the best interest of Associate Member.

**NOW**, therefore, for good and valuable consideration, the parties agree as follows.

**ARTICLE 1: DEFINITIONS**

"Associate Member" shall mean any Eligible Entity that has duly executed and delivered to the Ed Tech JPA an Associate Membership Agreement.

"Designated Representative" shall mean a member of the Associate Member's technology or business services department, or person with equivalent duties and background in education technology procurement, who shall serve as the authorized representative to the JPA. The Designated Representative will be identified on the Associate Membership Application.

"Ed Tech JPA" shall mean the Education Technology Joint Powers Authority created pursuant to the JPA Agreement executed by its Founding Members.

"Eligible Entity" shall mean (a) all California public school districts, county offices of education, and community college districts, and (b) any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA.

"Founding Members" shall mean those public school districts, cities, counties, and other governmental units that are signatories to the Joint Powers Agreement and have a voting member serving on the JPA's Board of Directors.

"Implementation Plan" shall mean the mutually agreed upon contract fulfillment requirements established between Associate Member and Vendor for delivery of a product purchased pursuant to the JPA agreements, including timeline, infrastructure and data integration, testing, content creation, training and post-implementation support, and project evaluation.

"Master Agreement" shall mean an agreement entered into between Ed Tech JPA and Vendor following RFP selection process administered by Ed Tech JPA, setting forth the general terms for purchase of a Product.

"Purchase Agreement" shall mean an agreement, duly executed and approved by the Associate Member's authorized representative and, if required, approved by its governing Board, entered into between Associate Member and Vendor, based on the same general terms and conditions as the Master Agreement.

"Vendor" shall mean an entity or firm selected for a Master Agreement after submitting a responsive proposal in compliance with the specifications contained in this Request for Proposals, including meeting the essential requirements set forth by the Ed Tech JPA's Board.

## **ARTICLE 2: ASSOCIATE MEMBER POWERS, DUTIES, & RESTRICTIONS**

**2.1 Associate Member Status.** The Oxnard School District [Entity Name] is hereby made an Associate Member of the Ed Tech JPA for all purposes of the Agreement and the Bylaws of the Ed Tech JPA, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the Associate Member and the Ed Tech JPA, the Associate Member shall be and remain an Associate Member of the Ed Tech JPA.

**2.2 Term.** Membership shall be for one (1) year, and shall automatically renew from year to year, on the same terms and conditions as the prior term, unless terminated sooner by either party.

**2.3 Fees.** Ed Tech JPA may make reasonable charges for its services rendered to members as set forth below.

**2.3.1 Administrative Fee.** The Ed Tech JPA receives an administrative fee (the “Administrative Fee”) for each transaction, calculated as a small percentage of the gross invoiced amount (for some procurements a fixed fee applies) of any Purchase Agreement with Vendor. The administrative fee is used to cover overhead and administrative costs associated with conducting each product procurement and maintaining the JPA. Associate Member's payment to Vendors shall include the Administrative Fee for each executed Purchase Agreement, and Vendor shall deliver the Administrative Fee to Ed Tech JPA. Once a Purchase Agreement has been fully executed by the Associate Member and the Vendor, the Administrative Fee is non-refundable under any circumstances.

**2.3.2 Membership Fee.** Currently, there is no cost to Associate Member to join the Ed Tech JPA. The JPA reserves the right, and Associate Member acknowledges such reservation, to assess a fee, (“Membership Fee”) to its Associate Members at an undetermined future date. In such event, Associate Members shall be provided advance notice and be provided the opportunity to withdraw membership prior to assessment of the Membership Fee. Purchase Agreements executed prior to Associates Member’s withdrawal (if applicable), shall remain in effect through their natural termination and any extensions thereto, and the Administrative Fees associated with such Purchase Agreement(s) shall continue to be paid to Ed Tech JPA.

**2.3.3 Audits.** Ed Tech JPA will periodically audit Vendors, and Associate Members will cooperate in transaction reporting including, if requested, providing a copy of all executed Purchase Agreements to Ed Tech JPA within thirty (30) days of such request.

**2.3.4 Product Research.** Associate Member may browse products available for purchase and, if a suitable product is identified, Associate Member may enter into a Purchase Agreement directly with Vendor for that product. If a suitable product is not identified, Associate Members are free to solicit proposals and negotiate directly with a vendor not subject to a Master Agreement with the Ed Tech JPA.

**2.3.5 Minimum Price.** Associate Member acknowledges and agrees that the collective bargaining power of the Ed Tech JPA would be undermined if Associate Member used the terms and conditions obtained by the Ed Tech JPA to negotiate separately with Vendor for its own advantage. Associate Member agrees that it will not attempt to negotiate lower prices with a Vendor under contract with the JPA. Notwithstanding the foregoing, Associate Member is free to solicit proposals and negotiate directly with a vendor not subject to a Master Agreement with the Ed Tech JPA. Consistent with this goal, and in order to provide Associate Members with assurances regarding advantageous pricing by purchasing through the JPA, Vendors are requested to provide a Minimum Price Guarantee (MPG), whereby the Vendor will not sell directly, or through a reseller, to Ed Tech JPA’s Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the Ed Tech JPA) for a lower price. The requirements of this Section do not apply to contracts in existence prior to the establishment of a Master Agreement between Vendor and Ed Tech JPA.

**2.4 Designated Representative.** Associate Member shall appoint a Designated Representative to serve as the primary contact with Ed Tech JPA. The Designated Representative should be a member of the District's technology or business services department, or person with equivalent duties and background in education technology procurement. Associate Member will be provided a single sign-on to access to Ed Tech JPA product information. The Designated Representative will be the custodian of Associate Member's credentials and is responsible for account security. The Designated Representative shall be authorized by the District's Board of Trustees, if required, to conduct due diligence in product selection,

and develop an Implementation Plan with Vendors. The Designated Representative shall obtain authority from the District's Board of Trustees, if required, to negotiate and execute Purchase Agreements with Vendors. Purchase Agreements shall only be made for the direct use of Associate Member and not on behalf of any third party.

**2.5 Proprietary/Confidential Materials.** Associate Member acknowledges that Proposals and other documents may contain proprietary and confidential information. Associate Member agrees to maintain documents in a responsible manner with security measures reflecting best practices. Associate Member shall not share Proposals and documentation that may contain proprietary and confidential information with third-parties without prior consent from the Vendor and/or Ed Tech JPA as applicable unless required to do so by law. In the event that a third-party requests confidential or proprietary information from Associate Member, Associate Member shall notify Vendor and/or Ed Tech JPA so that Vendor/Ed Tech JPA may assist Associate Member to redact proprietary information prior to disclosing the requested information.

**2.6 Restrictions.** An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors or the Ed Tech JPA. However, an Associate Member shall be entitled to participate in all programs and other undertakings of the Ed Tech JPA.

**2.7 Withdrawal.** An Associate Member may withdraw from membership in the Ed Tech JPA upon thirty (30) days advance written notice to the Ed Tech JPA. No such withdrawal, however, shall relieve such Associate Member from its obligations under any outstanding Purchase Agreements relating to the Ed Tech JPA. Effective immediately upon withdrawal, Associate Members shall not have access Ed Tech JPA Master Agreements and other documentation, or be entitled to participate in the other programs of the JPA.

**2.8 Independent Vendor Selection.** Ed Tech JPA does not warrant that the products available will be suitable for the specific needs of individual members. Associate Member agrees to conduct its own due diligence in compliance with all applicable state and federal laws, as well as the requirements of Associate Member's local procurement rules and regulations. Associate Member is solely responsible for determining suitability of product and compliance with local, state and federal procurement rules prior to entering into Purchase Agreement.

**2.9 Compliance with Laws.** Ed Tech JPA's competitively bid Master Agreements follow bidding and procurement procedures established by the California Public Contract Code and the local body overseeing each respective Founding Member. Associate Member has access to all the contract documentation prepared by Ed Tech JPA and is responsible for compliance with any additional or varying laws and regulations governing its purchases. Associate Member acknowledges that purchases made with federal funds may be subject to additional requirements. Associate Member is encouraged to seek approval from its own local agency(s) before entering into a Purchase Agreement with a Vendor.

Master Agreements are available to Associate Members "as is". Ed Tech JPA is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of an Associate Member. Associate Members are permitted to negotiate directly with the Vendor and agree to additional terms and conditions that are separate from the base price.

Associate Member acknowledges and agrees that is solely responsible for (a) completing due diligence regarding the suitability of Vendor, including using price as a significant factor, and (b) prior to executing a Purchase Agreement, working directly with the Vendor to establish a suitable Implementation Plan for contract fulfillment. An Associate Member is not bound to a purchase until it has obtained approval from its Board, if required, and executed the Purchase Agreement with the Vendor for the Product. Associate Member acknowledges that Vendor is not bound to provide products and/or services prior to execution of the Purchase Agreement.

**2.10 Liabilities.** The debts, liabilities and obligations of the Associate Member shall be the debts, liabilities or obligations of the Associate Member alone and not of the Ed Tech JPA or its membership. There shall be no joint and several liabilities between Ed Tech JPA and Associate Member. Notwithstanding any other provision of this Agreement, in no event, shall Ed Tech JPA 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.

**2.11 Release.** Associate Member acknowledges that Ed Tech JPA is not a party to any Purchase Agreement between the Associate Member and the Vendor. Associate Member is solely responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and providing payment. Any dispute which may arise from Associate Member's participation in Purchase Agreement shall be resolved between the Associate Member and the Vendor. Associate Member will not seek remedy from Ed Tech JPA for issues arising from a Purchase Agreement and hereby waives and releases Ed Tech JPA from all possible claims.

**2.12 Reservation of Rights.** Ed Tech JPA reserves the right to cancel the whole or any part of this contract due to failure by the Associate Member to carry out any obligation, term or condition of the contract, including, failure to follow the established procedure for purchase orders, invoices and receipt of funds, and failure to pay.

**2.13 Indemnification.** Associate Member agrees to defend, indemnify and hold the Ed Tech JPA, its Governing Board and its Board members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use.

**2.14 Amendments.** This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

**2.15 Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California.

**2.16 Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**2.17 Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Associate Member**

**Education Technology JPA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:  Lisa A. Franz

Name:  \_Brienne Ford\_

Title:  Director of Purchasing

Title:  \_President\_

Date:  December 19, 2019

Date: \_\_\_\_\_

20-41/4425452.2

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-139 - Assistance League, Non-Public School, NPS  
(DeGenna/Madden)**

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Requesting ratification for Non Public School (NPS) services for the student listed below for the 2019-2020 school year, including Extended School year, beginning August 26, 2019. The Non Public School will provide a program of instruction which is consistent with the pupils individual educational plan as specified in the individual service agreement.

Grade: Pre-K (1)  
Student: JR111215

**FISCAL IMPACT:**

Tuition PreK: \$1,150.00 monthly rate x 1 student x 11 months = \$12,650.00  
(Extended School Year; ESY)

Grand Total: \$12,650.00 to be paid out of Special Education funds.

**RECOMMENDATION:**

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-139 with Assistance League School, NPS. Amount not to exceed \$12,650.00, to be paid from Special Education funds.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement 19-139 - Assistance League School \(3 Pages\)](#)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #19-139

THIS AGREEMENT made and entered into this 18<sup>th</sup> day of December 2019 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

#### WITNESSETH:

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

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

#### **Grade: Pre-K (1)**

JR111215

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2019-2020** school year at a cost of \$1,150.00 per month, beginning August 2019, including Extended School Year (ESY) through July 2020; amount not to exceed **\$12, 650.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.
4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or

AGREEMENT #19-139

surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

8. The nonpublic school shall prepare and submit to the school district trimester progress reports, incident reports within 24 hours, year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$12,650.00** for the student listed on page one of this Agreement #19-139.

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

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or

refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this

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

The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing  
Oxnard School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Victoria Elliott, Director  
Assistance League School, Nonpublic, Nonsectarian School

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-141 with Ventura County Office of Education  
(DeGenna/Madden)**

---

It is recommended that the Board ratify the service agreements with Ventura County Office of Education (VCOE) for 2019-2020 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCPs), and includes Extended School Year.

Students: MA102113 - \$38,992.42  
              JM111710 - \$41,698.80  
              MS110907 - \$13,449.15

**FISCAL IMPACT:**

Not to exceed \$94,140.37 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-141 with Ventura County Office of Education.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-141 - Ventura County Office of Education \(3 Pages\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MA102113, a Special Education pupil who is a resident of DISTRICT and currently attends Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day for 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~5/28/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  (including ESY, if applicable)	CURRENT: <u>2019-2020</u> (ESY: <u>7/1/2019-7/5/2019</u> <u>8/21/2019-5/28/2020</u> )		UPCOMING: <u>2020-2021</u>
	\$ <u>38,992.42</u>	+	\$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ **38,992.42**

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **September 9, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JM111710, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day for 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 9/9/2019 (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u>	UPCOMING: <u>2020-2021</u>
	09/9/2019-06/12/2020 (ESY: 06/15/2020-06/30/2020)	(ESY: 07/01/2020-07/10/2020) 08/20/2020-10/1/2020
<b>ESTIMATED COSTS:</b>	\$ <u>41,698.80</u>	+ \$ <u>8,043.75</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 49,742.55



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **August 14, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MS110907, a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster School** a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **8/14/2019** (IEP date~) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> 8/14/2019-11/1/2019	UPCOMING: <u>2020-2021</u>
<b>ESTIMATED COSTS:</b>	\$ <u>13,449.15</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

**OXNARD SCHOOL DISTRICT**

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

**Lisa A. Franz**

Accepted By:

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: \_\_\_\_\_

VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 13,449.15

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #19-141 - Ventura County Office of Education (DeGenna/Madden)**

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At the Board Meeting of December 18, 2019, the Board of Trustees ratified Agreement #19-141 with Ventura County Office of Education (VCOE) in the amount of \$95,140.37, to provide exceptional services to three (3) special education students that consist of support from Special Circumstances Paraeducators (SCP's) during the 2019-2020 school year, including Extended School year.

Amendment #1, in the amount of \$171.60, is required to adjust the cost of one (1) student through the end of the current term of 11/01/19. The new total agreement amount is \$95,311.97.

**FISCAL IMPACT:**

\$171.60 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-141 with Ventura County Office of Education, in the amount of \$171.60.

**ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)  
[Agreement #19-141 Ventura County Office of Education \(3 Pages\)](#)



County Education

# Memorandum

STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

## ADDENDUM TO AGREEMENT (OX101-19/20)

October 28, 2019

Oxnard School District  
Agreement # OX101-19/20

School attending: Foster  
(MS110907)

Addendum to Special Circumstance Educational Support services as specified below:

**Bus aide added to assist in transportation.**

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for 330 minutes a day and 60 minutes daily for transportation.

6. The term of this contract shall begin 10/29/2019 (IEP date~10/28/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> <u>8/14/2019-11/1/2019</u>
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Original Estimated Cost: \$13,449.15

Amount added/owed: \$171.60

**New Total Estimated Cost: \$13,620.75**

Requested by: [Signature]  
Special Education Authorized Representative

Date: 10/29/19

Approved by: \_\_\_\_\_  
(VCOE) Director, Business Services

Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_  
DOR Authorized Representative  
**Lisa A. Franz**

Date: \_\_\_\_\_

Title: Director, Purchasing



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MA102113, a Special Education pupil who is a resident of DISTRICT and currently attends Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day for 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~5/28/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  (including ESY, if applicable)	CURRENT: <u>2019-2020</u> (ESY: <u>7/1/2019-7/5/2019</u> <u>8/21/2019-5/28/2020</u> )		UPCOMING: <u>2020-2021</u>
	\$ <u>38,992.42</u>	+	\$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ **38,992.42**

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **September 9, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JM111710, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances services throughout the school day for 330 minutes a day. ESY will be provided at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **9/9/2019** (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u>	UPCOMING: <u>2020-2021</u>
	09/9/2019-06/12/2020 (ESY: 06/15/2020-06/30/2020)	(ESY: 07/01/2020-07/10/2020) 08/20/2020-10/1/2020
<b>ESTIMATED COSTS:</b>	\$ <u>41,698.80</u>	+ \$ <u>8,043.75</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 49,742.55



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **August 14, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MS110907, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **8/14/2019** (IEP date~) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> 8/14/2019-11/1/2019	UPCOMING: <u>2020-2021</u>
<b>ESTIMATED COSTS:</b>	\$ <u>13,449.15</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

**OXNARD SCHOOL DISTRICT**

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

**Lisa A. Franz**

Accepted By:

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: \_\_\_\_\_

VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 13,449.15

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-142 with Ventura County Office of Education  
(DeGenna/Madden)**

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It is recommended that the Board ratify the service agreements with Ventura County Office of Education (VCOE) for 2019-2020 school year, to provide ASL Interpreter exceptional services to a special education student that consist of support from Special Circumstances Paraeducators (SCPs), and includes Extended School Year.

Students: JM111710 - \$42,642.60

**FISCAL IMPACT:**

Not to exceed \$42,642.60 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-142 with Ventura County Office of Education.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-142 - Ventura County Office of Education \(1 Page\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **September 3, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JM111710, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **ASL interpreter performing special circumstance educational support through out the school day for 330 minutes daily. ESY will be calculated at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **9/3/2019** (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)  <b>ESTIMATED COSTS:</b>	CURRENT: 2019-2020 09/3/2019-06/12/2020 (ESY: 06/15/2020-06/30/2020)  \$ <u>42,642.60</u>	+	UPCOMING: 2020-2021 (ESY: 07/01/2020-07/10/2020)  \$ <u>1,201.20</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature **Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ **43,843.80**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-149 with Ventura County Office of Education  
(DeGenna/Madden)**

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It is recommended that the Board ratify the service agreements with Ventura County Office of Education (VCOE) for 2019-2020 school year, to provide exceptional services to sixteen (16) special education student that consist of support from Special Circumstances Paraeducators (SCPs), and includes Extended School Year.

Students:

KG062008 - \$11,325.60	IO111109 - \$13,794.78
JA100109 - \$1,979.52	DP092713 - \$42,827.74
JB080313 - \$29,445.36	RR103108 - \$21,300.46
NC092306 - \$23,286.99	AC080310 - \$20,372.56
AC070205 - \$13,592.70	IR033009 - \$39,672.88
EG061410 - \$24,443.77	JS010805 - \$39,157.38
ML122906 - \$11,087.37	JS082305 - \$29,597.58
OL083008 - \$24,847.10	JV120313 - \$42,374.10

**FISCAL IMPACT:**

Not to exceed \$389,105.89 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-149 with Ventura County Office of Education.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-149 - Ventura County Office of Education \(16 Pages\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **October 7, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, KG062008, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **10/8/2019** (IEP date~10/7/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  
(including ESY, if applicable)

CURRENT: 2019-2020  
10/8/2019-12/20/2019

UPCOMING: 2020-2021

ESTIMATED COSTS:

\$ 11,325.60

+

\$ \_\_\_\_\_

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

**OXNARD SCHOOL DISTRICT**

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)  
**Lisa A. Franz**

Accepted By: 

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_

VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 11,325.60



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JA100109, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstances educational support during transportation to and from school for 60 minutes a day. ESY will be provided at 60 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/201 (IEP date~10/2/2018) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2018-2019</u>		UPCOMING: <u>2019-2020</u>
			(ESY: <u>7/1/2019-7/26/2019</u> )
			<u>8/21/2019-10/2/2019</u>
(including ESY, if applicable)	\$ _____	+	\$ <u>1,979.52</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 1,979.52

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JB080313 a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes daily

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~4/29/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: <u>2018-2019</u> (including ESY, if applicable)	\$ _____	+	UPCOMING: <u>2019-2020</u> (ESY: <u>7/1/2019-7/26/2019</u> <u>8/21/2019-2/28/2020</u> ) \$ <u>29,445.36</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 29,445.36

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, **NC092306**, a Special Education pupil who is a resident of DISTRICT and currently attends James Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day (330 minutes a day) and during transportation to and from school (60 minutes a day) for a total of 390 min daily. ESY will be calculated at 280 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~12/18/2018) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: <u>2018-2019</u>  (including ESY, if applicable) \$ _____ + \$ <u>23,286.99</u>	UPCOMING: <u>2019-2020</u> (ESY: <u>7/1/2019-7/5/2019</u> ) <u>8/14/2019-12/18/2019</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 23,286.99

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AC070205, a Special Education pupil who is a resident of DISTRICT and currently attends, James Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for a total of 336 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~3/7/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		(ESY: <u>7/1/19-7/5/2019</u> )
		<u>8/14/2019-10/31/2019</u>
(including ESY, if applicable)	\$ _____ +	\$ <u>13,592.70</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 13,592.70

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EG061410, a Special Education pupil who is a resident of DISTRICT and currently attends Triton School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for 1944 minutes a week.ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/18/2019 (IEP date~1/17/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: PREVIOUS: <u>2018-2019</u>  (including ESY, if applicable) \$ _____ + \$ <u>24,443.77</u>	UPCOMING: <u>2019-2020</u> (ESY: <u>7/1/2019-7/5/2019</u> <u>8/21/2019-1/17/2020</u> )
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature-DOR Authorized Representative  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 24,443.77

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, ML122906, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 370 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~10/10/2018) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:      PREVIOUS: <u>2018-2019</u>  (including ESY, if applicable)      \$ _____      +      \$ <u>11,087.37</u>	UPCOMING: <u>2019-2020</u> (ESY: 7/1/2019-7/5/2019) 8/14/2019- 10/10/2019
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
Signature (DOR Authorized Representative)

Accepted By: [Signature]  
Special Education Authorized Representative

**Lisa A. Franz**

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 11,087.37



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, OL083008, a Special Education pupil who is a resident of DISTRICT and currently attends Douglas Penfield School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance support throughout the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~2/12/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	PREVIOUS: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		(ESY: <u>7/1/2019-7/12/2019</u>
		<u>8/21/2019-2/12/2020</u>
(including ESY, if applicable)	\$ _____	+ \$ <u>24,847.10</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 24,847.10

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, IO111109 a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances Educational Support through out the school day for 330 minutes daily. ESY will be calculated at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~10/25/2018) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	PREVIOUS: <u>2018-2019</u>	CURRENT: <u>2019-2020</u> (ESY: <u>7/1/2019-7/26/2019</u> <u>8/21/2019-10/25/2019</u> )
(including ESY, if applicable)	\$ _____	+ \$ <u>13,794.78</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

Signature Lisa A. Franz

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 13,794.78

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **June 6, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, DP092713 a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 300 minutes a day for last day of school, 6/6/2019 and will be provided at 330 mintues daily for the 2019/2020 school year. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 6/6/2019 (IEP date~6/5/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
(including ESY, if applicable)	<u>6/6/2019 (last day of school)</u> \$ <u>206.20</u>	<u>(ESY: 7/1/19-7/26/19)</u> <u>8/21/2019-6/5/2020</u> \$ <u>42,827.74</u>
	+	

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

HUENEME ELEMENTARY SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 43,033.94

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, RR103108, a Special Education pupil who is a resident of DISTRICT and currently attends, Sunkist School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~1/22/2019), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	PREVIOUS: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		(ESY: <u>7/1/2019-7/5/2019</u> )
		<u>8/21/2019-1/22/2020</u>
(including ESY, if applicable)	\$ _____	+
		\$ <u>21,300.46</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 21,300.46

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AC080310, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45-day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~12/13/2018) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		(ESY: <u>7/1/2019-7/26/2019</u> )
		<u>8/21/2019-12/13/2019</u>
(including ESY, if applicable)	\$ _____ +	\$ <u>20,372.56</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 20,372.56

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **June 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, IR033009 a Special Education pupil who is a resident of DISTRICT and currently attends Phoenix- Los Nogales School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances Educational Support throughout the school day, 1650 minutes a week. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 6/1/2019 (IEP date~5/29/2019), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: <u>2018-2019</u> <u>6/1/2019-6/7/2019</u> (ESY: <u>6/10/2019-6/28/2019</u> ) (including ESY, if applicable) \$ <u>3,608.50</u>	+	UPCOMING: <u>2019-2020</u> (ESY: <u>7/1/2019-7/5/2019</u> ) <u>8/21/2019-5/30/2020</u> \$ <u>39,672.88</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 43,281.38



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 6, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JS082305, a Special Education pupil who is a resident of DISTRICT and currently attends, **Triton Academy**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day for a total of 1944 minutes weekly. ESY will be provided at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 2/6/2019 (IEP date~2/5/2019), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	PREVIOUS: <b>2018-2019</b> 2/6/2019-6/7/2019 (ESY: 6/10/2019-6/28/2019)	CURRENT: <b>2019-2020</b> (ESY: 7/1/2019-7/5/2019) 8/14/2019-2/5/2020
<b>ESTIMATED COSTS</b>	\$ _____	+ \$ <u>29,597.58</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature **Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ **29,597.58**

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JV120313, a Special Education pupil who is a resident of DISTRICT and currently attends, Carl Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstances educational support throughout the school day for 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~6/3/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: PREVIOUS: 2018-2019  (including ESY, if applicable) \$ _____ +	UPCOMING: 2019-2020 (ESY: 7/1/2019-7/26/2019) 8/21/2019-6/3/2020 \$ <u>42,374.10</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 42,374.10



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, **JS010805** a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster** School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

**Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support during transportation to and from school for 390 minutes a day. ESY will be provided at 300 minutes per day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **7/1/2019 (IEP date~4/3/2019)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2018-2019</u>		UPCOMING: <u>2019-2020</u>
			(ESY: 7/1/2019-7/5/2019)
			8/14/2019-4/3/2020
(including ESY, if applicable)	\$ _____	+	\$ <u>39,157.38</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature **Lisa A. Franz**

Accepted By: *Ryan DeLeon*  
Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ **39,157.38**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #19-149 - Ventura County Office of Education (DeGenna/Madden)**

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At the Board Meeting of December 18, 2019, the Board of Trustees ratified Agreement #19-149 with Ventura County Office of Education (VCOE) in the amount of \$389,105.89, to provide exceptional services to sixteen (16) special education students that consist of support from Special Circumstances Paraeducators (SCP's) during the 2019-2020 school year, including Extended School year.

Amendment #1, in the amount of \$641.07, is required to adjust the cost of one (1) student through the end of the current term of 10/25/19. The new total agreement amount is \$389,746.96.

**FISCAL IMPACT:**

\$641.07 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-149 with Ventura County Office of Education, in the amount of \$641.07.

**ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)

[Agreement #19-149 - Ventura County Office of Education \(16 Pages\)](#)



County Education

# Memorandum

STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

## ADDENDUM TO AGREEMENT (OX89B-18/19)

October 23, 2019

Oxnard School District  
Agreement # OX89B-18/19

School attending: Dwire  
(IO111109)

Addendum to Special Circumstance Educational Support services as specified below:

**Bus aide added to help in transportation of student.**

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for 330 minutes in the class and for 60 minutes during transportation for a total of 390 minutes daily.

6. The term of this contract shall begin 10/24/2019 (IEP date~10/23/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> (ESY: 7/1/2019-7/26/2019) 8/21/2019-10/25/2019
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Original Estimated Cost: \$13,794.78

Amount added/owed: \$641.07

**New Total Estimated Cost for OX89B-18/19: \$14,435.85**

Requested by: Regina Reed  
Special Education Authorized Representative

Date: 10/24/19

Approved by: \_\_\_\_\_  
(VCOE) Director, Business Services

Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_  
DOR Authorized Representative  
**Lisa A. Franz**

Date: \_\_\_\_\_

Title: Director, Purchasing



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **October 7, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

- 1. This agreement pertains to providing exceptional service(s) for, KG062008, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
- 2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
- 3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily.**

- 4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
- 5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
- 6. The term of this contract shall begin **10/8/2019** (IEP date~10/7/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  
(including ESY, if applicable)

CURRENT: 2019-2020  
10/8/2019-12/20/2019

UPCOMING: 2020-2021

ESTIMATED COSTS:

\$ 11,325.60

+

\$ \_\_\_\_\_

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

**OXNARD SCHOOL DISTRICT**

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 11,325.60



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JA100109, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstances educational support during transportation to and from school for 60 minutes a day. ESY will be provided at 60 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/201 (IEP date~10/2/2018) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2018-2019</u>		UPCOMING: <u>2019-2020</u>
			(ESY: <u>7/1/2019-7/26/2019</u> )
			<u>8/21/2019-10/2/2019</u>
(including ESY, if applicable)	\$ _____	+	\$ <u>1,979.52</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 1,979.52

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JB080313 a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes daily

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~4/29/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: <u>2018-2019</u> (including ESY, if applicable)	\$ _____	+	UPCOMING: <u>2019-2020</u> (ESY: <u>7/1/2019-7/26/2019</u> <u>8/21/2019-2/28/2020</u> ) \$ <u>29,445.36</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 29,445.36

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, **NC092306**, a Special Education pupil who is a resident of DISTRICT and currently attends James Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day (330 minutes a day) and during transportation to and from school (60 minutes a day) for a total of 390 min daily. ESY will be calculated at 280 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~12/18/2018) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: <u>2018-2019</u>  (including ESY, if applicable) \$ _____ + \$ <u>23,286.99</u>	UPCOMING: <u>2019-2020</u> (ESY: <u>7/1/2019-7/5/2019</u> ) <u>8/14/2019-12/18/2019</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 23,286.99

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AC070205, a Special Education pupil who is a resident of DISTRICT and currently attends, James Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for a total of 336 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~3/7/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		(ESY: <u>7/1/19-7/5/2019</u> )
		<u>8/14/2019-10/31/2019</u>
(including ESY, if applicable)	\$ _____ +	\$ <u>13,592.70</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 13,592.70

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EG061410, a Special Education pupil who is a resident of DISTRICT and currently attends Triton School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for 1944 minutes a week.ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/18/2019 (IEP date~1/17/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: PREVIOUS: <u>2018-2019</u>  (including ESY, if applicable) \$ _____ + \$ <u>24,443.77</u>	UPCOMING: <u>2019-2020</u> (ESY: <u>7/1/2019-7/5/2019</u> <u>8/21/2019-1/17/2020</u> )
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature-DOR Authorized Representative  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 24,443.77

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, ML122906, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 370 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~10/10/2018) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	PREVIOUS: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		(ESY: 7/1/2019-7/5/2019)
		8/14/2019- 10/10/2019
(including ESY, if applicable)	\$ _____	+ \$ <u>11,087.37</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]

Special Education Authorized Representative

**Lisa A. Franz**

Title: Director, Purchasing

Approved By: \_\_\_\_\_

VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 11,087.37



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, OL083008, a Special Education pupil who is a resident of DISTRICT and currently attends Douglas Penfield School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance support throughout the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~2/12/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	PREVIOUS: <u>2018-2019</u>		UPCOMING: <u>2019-2020</u>
			(ESY: <u>7/1/2019-7/12/2019</u>
			<u>8/21/2019-2/12/2020</u>
(including ESY, if applicable)	\$ _____	+	\$ <u>24,847.10</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 24,847.10

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, IO111109 a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances Educational Support through out the school day for 330 minutes daily. ESY will be calculated at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~10/25/2018) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	PREVIOUS: <u>2018-2019</u>	CURRENT: <u>2019-2020</u> (ESY: <u>7/1/2019-7/26/2019</u> <u>8/21/2019-10/25/2019</u> )
(including ESY, if applicable)	\$ _____	+ \$ <u>13,794.78</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature **Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 13,794.78

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **June 6, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, DP092713 a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 300 minutes a day for last day of school, 6/6/2019 and will be provided at 330 mintues daily for the 2019/2020 school year. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 6/6/2019 (IEP date~6/5/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
(including ESY, if applicable)	<u>6/6/2019 (last day of school)</u> \$ <u>206.20</u>	<u>(ESY: 7/1/19-7/26/19)</u> <u>8/21/2019-6/5/2020</u> \$ <u>42,827.74</u>
	+	

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

HUENEME ELEMENTARY SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 43,033.94

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, RR103108, a Special Education pupil who is a resident of DISTRICT and currently attends, Sunkist School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~1/22/2019), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	PREVIOUS: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		(ESY: <u>7/1/2019-7/5/2019</u> )
		<u>8/21/2019-1/22/2020</u>
(including ESY, if applicable)	\$ _____ +	\$ <u>21,300.46</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 21,300.46

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AC080310, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45-day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~12/13/2018) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		(ESY: <u>7/1/2019-7/26/2019</u> )
		<u>8/21/2019-12/13/2019</u>
(including ESY, if applicable)	\$ _____ +	\$ <u>20,372.56</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 20,372.56

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **June 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, IR033009 a Special Education pupil who is a resident of DISTRICT and currently attends Phoenix- Los Nogales School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances Educational Support throughout the school day, 1650 minutes a week. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 6/1/2019 (IEP date~5/29/2019), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:		CURRENT: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		6/1/2019-6/7/2019	(ESY: 7/1/2019-7/5/2019)
		(ESY: 6/10/2019-6/28/2019)	8/21/2019-5/30/2020
(including ESY, if applicable)	\$ <u>3,608.50</u>	+	\$ <u>39,672.88</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 43,281.38

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 6, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JS082305, a Special Education pupil who is a resident of DISTRICT and currently attends, **Triton Academy**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day for a total of 1944 minutes weekly. ESY will be provided at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 2/6/2019 (IEP date~2/5/2019), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	PREVIOUS: <b>2018-2019</b> 2/6/2019-6/7/2019 (ESY: 6/10/2019-6/28/2019)	CURRENT: <b>2019-2020</b> (ESY: 7/1/2019-7/5/2019) 8/14/2019-2/5/2020
<b>ESTIMATED COSTS</b>	\$ _____	+ \$ <u>29,597.58</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature **Lisa A. Franz**

Accepted By:   
Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ **29,597.58**

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JV120313, a Special Education pupil who is a resident of DISTRICT and currently attends, Carl Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstances educational support throughout the school day for 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~6/3/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: PREVIOUS: 2018-2019  (including ESY, if applicable)	\$ _____	+	UPCOMING: 2019-2020 (ESY: 7/1/2019-7/26/2019) 8/21/2019-6/3/2020 \$ 42,374.10
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 42,374.10



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, **JS010805** a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster** School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

**Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support during transportation to and from school for 390 minutes a day. ESY will be provided at 300 minutes per day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~4/3/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u> (ESY: <u>7/1/2019-7/5/2019</u> <u>8/14/2019-4/3/2020</u> )
(including ESY, if applicable)	\$ _____	+ \$ <u>39,157.38</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature **Lisa A. Franz**

Accepted By: Ryan DeLeon  
Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ **39,157.38**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-150 – Casa Pacifica School (DeGenna/Madden)**

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Requesting ratification for Non-Public School (NPS) services for Student JW080310, for the 2019-2020 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

**FISCAL IMPACT:**

Tuition: \$185.00 per diem x 169 days = \$31,265.00 (Including 20 days of Extended School Year)

Transportation: \$52 Round trip daily rate, for 169 days = \$8,788.00

Grand Total: \$40,053.00 to be paid out of Special Education funds.

**RECOMMENDATION:**

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-150 with Casa Pacifica School.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-150 - Casa Pacifica School \(4 Pages\)](#)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #19-150

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of December 2019, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

### WITNESSETH:

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

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

**Student: JW080310**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2019-2020** school year at a daily rate of \$185.00 for 169 days; this includes 20 days of extended school year through July 12, 2020, and \$52 daily rate for round trip transportation for 169 days, services not to exceed **\$40,053.00**.
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #19-150

Page 2

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$40,053.00** for **Student: JW080310**

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



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT #19-150

Page 3

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

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

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

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #19-150

Page 4

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing  
Oxnard School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carlye Garcia, Contracts Manager  
Casa Pacifica School, Nonpublic, Nonsectarian School

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-152 - Ventura County Office of Education  
(DeGenna/Madden)**

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It is recommended that the Board approve the service agreements with Ventura County Office of Education (VCOE) for the 2019-2020 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), includes Extended School Year.

Students:

IO111109 - \$39,661.05  
MS110907 - \$13,105.95  
OL083008 - \$14,586.00

**FISCAL IMPACT:**

\$67,353.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-152 with Ventura County Office of Education, in the amount of \$67,353.00.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-152 - Ventura County Office of Education \(3 Pages\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **October 29, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MS110907, a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster School** a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **11/2/2019** (IEP date~10/28/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> 11/2/2019-2/6/2020	UPCOMING: <u>2020-2021</u>
<b>ESTIMATED COSTS:</b>	\$ <u>13,105.95</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

**OXNARD SCHOOL DISTRICT**

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 13,105.95

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **October 26, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, IO111109, a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School** a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support through out the school day for 330 minutes and during transportation for 60 minutes for a total of 390 minutes daily. ESY will be calculated at 240 minutes a day for classroom and 60 minutes for transportation for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **10/26/2019**(IEP date~10/23/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> 10/26/2019-6/12/2020 (ESY: 6/15/2020-6/30/2020)	UPCOMING: <u>2020-2021</u> (ESY: 7/1/2020-7/10/2020) 8/20/2020-10/23/2020
ESTIMATED COSTS:	\$ <u>39,661.05</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

Signature Lisa A. Franz

Title: Director, Purchasing

Date: \_\_\_\_\_

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]  
Special Education Authorized Representative

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Estimated Cost \$ 39,661.05

Please submit **two** original copies Oxnard School District-Purchasing Department



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **October 24, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, OL083008, a Special Education pupil who is a resident of DISTRICT and currently attends Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance support throughout the school day for 330 minutes in the classroom and 60 minutes daily during transportation for a total of 390 minutes daily. Bus aide will end on 11/22/2019 and support will be given for 330 minutes daily only for the rest of the dates of the agreement.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/24/2019 (IEP date~10/23/2019 Addendum) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: 2019-2020 10/24/2019-2/12/2020	UPCOMING: <u>2020-2021</u>
	\$ <u>14,586.00</u>	+
		\$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Signature (DOR Authorized Representative)  
**Lisa A. Franz**

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 14,586.00

Please submit **two** original copies Oxnard School District-Purchasing Department

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-154 – Autism Learning Partners LLC (DeGenna/Madden)**

Autism Learning Partners LLC will work with the Special Education Services Department to provide 1:1 Behavior Support Services to students, parents, and staff during the 2019-2020 academic year. Services will include:

- Focused ABA Services
- Social Skills Instruction
- ABA Progress Reporting, Training & Development
- Transition Planning for students demonstrating progress
- Positive collaboration with schools, parents and staff

**FISCAL IMPACT:**

Not to exceed \$460,000.00, per hourly rates stated on attached 2019-2020 Proposal/Rate Sheet - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-154 with Autism Learning Partners LLC.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-154 - Autism Learning Partners LLC \(13 Pages\)](#)  
[Proposal-Rate Sheet \(4 Pages\)](#)  
[Certificate of Insurance \(8 Pages\)](#)

**OXNARD SCHOOL DISTRICT**

**Agreement #19-154**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of December 2019 by and between the Oxnard School District (“District”) and Autism Learning Partners LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

**OPERATIVE PROVISIONS**

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 21, 2019 through June 30, 2020 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Four Hundred Sixty Thousand Dollars (\$460,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

To Consultant: Autism Learning Partners LLC  
1055 E. Colorado Blvd., Suite 560  
Pasadena, CA 91106  
Attention: Nani Escudero  
Phone: (818) 241.6780, x295  
Fax:  
Email: [nescudero@autismlearningpartners.com](mailto:nescudero@autismlearningpartners.com)

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**AUTISM LEARNING PARTNERS LLC:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #19-154

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #19-154**

**SERVICES**

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

**\*PER ATTACHED 2019-2020 PROPOSAL/RATE SHEET**

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

**\*PER ATTACHED 2019-2020 PROPOSAL/RATE SHEET**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #19-154

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #19-154**

**COMPENSATION**

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

Total compensation shall not exceed Four Hundred Sixty Thousand Dollars (\$460,000.00), per the attached 2019-2020 Proposal/Rate Sheet, unless additional compensation is approved in writing by the District.

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

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

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

**IV. The total compensation for the Services shall not exceed \$460,000.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #19-154**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #19-154

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

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

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

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

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

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

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

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

- Not Project Related
- Project #19-154

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #19-154**

**CONFLICT OF INTEREST CHECK**

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

# Description of Services

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## AUTISM LEARNING PARTNERS

Autism Learning Partners (ALP) is a company that specializes in treating Autism and related disorders with a behavior therapy program that is based on scientifically validated principals of applied behavior analysis (ABA). ALP staff is fully trained in ABA principals as well as safety-care to equip them to manage escalated behaviors and minimize situations to keep everyone safe. The behavior intervention is designed by employed Board Certified Behavior Analysts (BCBAs) who supervise over the Behavior Technicians (BTs) who implement the 1:1 services with individuals in home and school settings.

ALP's program is specifically designed to meet each child's needs and endeavors to respect the dignity and worth of each child; promote their capabilities; and expand each child's opportunities to function in everyday society. At ALP, we emphasize functional assessments, parent involvement, and social-peer interaction. The program consists of providing a variety of specific behavior therapy techniques— including but not limited to— prompting, fading, positive and differential reinforcement, instructional support, and discrete trial training. At ALP we emphasize close coordination with school personnel, as well as parent training and support. Autism Learning Partners will utilize behavioral intervention based on positive behavior supports to address challenging behaviors during treatment. ALP intervention is designed to increase positive and adaptive behaviors while reducing problem behaviors that impact a child's ability to engage functionally in his/her environment. ALP utilizes the least restrictive procedures to address problem behaviors as well as positive behavior change procedures when possible.

When challenging behaviors occur, the following guidelines are utilized by ALP behavioral intervention staff:

The "first line" strategy will be for the Clinical Supervisor to conduct a thorough functional assessment of behaviors to guide behavior and program modification.

Positive behavior support plans should be reviewed with the Clinical Director before implementation and will be implemented based on assessment. These plans will include the use of non-restrictive procedures to improve behavior.

Non-restrictive procedures utilized by ALP may include Instructional Control, Differential Reinforcement, Behavioral Contracts/Point Systems/Token Economies, Functional Communication Training, and Verbal Redirection.

Under the direction of the Clinical Director and funding source guidelines for use of restrictive procedures, ALP Clinical Supervisors may also write behavior support plans that include additional behavior reduction strategies (Level 1). Additionally, the Clinical Supervisor will revise programming to address ineffective strategies currently in place. If the use of Level 1 behavior reduction strategies is determined necessary, the Case Supervisor may write behavior support plans to use during sessions.

## AUTISM LEARNING PARTNERS

If further behavior reduction strategies (Level 2) are determined necessary, a functional assessment and written treatment plan to implement such procedures will be discussed with the Clinical Director prior to implementation. These procedures will be used to address more than “typical” behavioral concerns with a client, it may be necessary to present the case and behavior plan to ALP’s Interdisciplinary Review Team (IRT) for further guidance. If approved by the Clinical Director and/or IRT, the behavior plan must be submitted to the child’s family and funding source contact for approval. Approval from all parties is required prior to the implementation of Level 2 strategies and implementation of these procedures would be specified in a written behavior support plan.

Emergency procedures (Level 3): Emergency procedures will only be utilized by staff to prevent a severe problem behavior. “Severe problem behavior” refers to behaviors which are self-injurious and may cause significant and/or permanent damage, assaultive, or cause property damage which may be a danger to the client or others in the environment.

It may be necessary to submit an incident report to the funding source if emergency procedures are implemented. When in doubt, it is best to immediately contact the funding agency to discuss further or submit an incident report anyway. If an incident report is submitted, it also may be necessary to contact the ALP interdisciplinary Review Team (IRT) and/or ALP Human Resource Department. These instances should be reviewed with the Clinical Director to assist in determining the inclusion of IRT and/or Human Resources.

Autism Learning Partners offers applied behavior analysis services to individuals in a 1:1 capacity, with regards to social and community interactions, classroom conduct, attention to school work, following directions and other behavioral goals as outlined in the students’ individual education program. Our programs generally serve individuals diagnosed with autism or other developmental disabilities and delays. The company understands that these disabilities can be difficult to bear alone. Thus, as a company, we pride ourselves in our exceptional staff who aim to work together with specialists, families, and schools to achieve the best possible outcome for each of our students.

## 2019 NPA SPECIAL EDUCATION AND RELATED FEES

Autism Learning Partners, LLC

9/28/2018

**NPA Name**

**Date**

Related Services	Service Abbreviation	Fees			Time Allotment (hour, day, or month)
		Individual	Group	Consult	
Adapted Physical Education - 5 CCR § 3051.5	APE				
Assistive Technology Services - 5 CCR § 3051.19	ATS				
Audiological Services - 5 CCR § 3051.2	AS				
Behavior Intervention – Design or Planning - 5 CCR § 3051.23	BID	\$120.00		\$120.00	Per Hour
Behavior Intervention – Implementation - 5 CCR § 3051.23	BII	\$55.00		\$55.00	Per Hour
Counseling and Guidance Services - 5 CCR § 3051.9	CG				
Early Education Programs for Children with Disabilities - 5 CCR § 3051.20	EE				
Health and Nursing Services - 5 CCR § 3051.12	HNS				
Language and Speech Development and Remediation - 5 CCR § 3051.1	LSDR				
Music Therapy - 5 CCR § 3051.21	MT				
Occupational Therapy Services - 5 CCR § 3051.6	OT				
Orientation and Mobility Instruction - 5 CCR § 3051.3	OM				
Parent Counseling and Training - 5 CCR § 3051.11	PCT				
Physical Therapy Services - 5 CCR § 3051.6	PT				
Psychological Services Other Than Assessment and IEP Development - 5 CCR § 3051.10	PS				
Recreation Services - 5 CCR § 3051.15	RS				
Social Worker Services - 5 CCR § 3051.13	SW				
Specialized Driver Training Instruction - 5 CCR § 3051.8	SDTI				
Specialized Services for Low Incidence - 5 CCR § 3051.16 <i>(MUST Identify Below) -</i>	LI				
<i>Briefly name Low Incidence:</i>					
Specially Designed Vocational Education and Career Development - 5 CCR § 3051.14	VECD				
Transcription Services - 5 CCR § 3051.22	TS				
Vision Services - CCR § 3051.7	VS				
Other Related Service - 5 CCR § 3051.24 <i>(MUST Identify Below)*</i>	OTH*				
<i>Name Other Service:</i>					

\* NOTE: A service listed in this section must have staff who possess a license issued by an entity within the Department of Consumer Affairs or state licensing office; or credential issued by the California Commission on Teacher Credentialing authorizing the service and must be 726 included in section NPA04 of this application packet.





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> SullivanCurtisMonroe Insurance Services (LA)		<b>NAMED INSURED</b> Autism Learning Partners, LLC (See Named Insured schedule for addtn'l names) 1055 E. Colorado Blvd, #500 Pasadena CA 91106	
<b>POLICY NUMBER</b> PHPK2029820		<b>EFFECTIVE DATE:</b> 9/1/2019	
<b>CARRIER</b> Philadelphia Indemnity Insurance Co	<b>NAIC CODE</b> 18058		

**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 St Oxnard CA 93030

**ADDITIONAL NAMED INSUREDS:**

- ALP Holding Corp.
- Autism Learning Partners, LLC
- Pacific Child & Family Associates, LLC
- Autism Services of Central Pennsylvania, LLC
- dba: Autism Services North, LLC
- Children's Learning Connection, LLC
- Autism Acquisition Holdings, Inc
- PCF Opco Holdings, Inc.
- Autism Intervention Specialists, LLC
- dba: Austim Learning Partners
- Aspire Autism, LLC
- Proof Positive ABA Therapies, LLC
- Autism Continuum Therapies, LLC
- Autism Learning Partners Holdings, LLC
- A is for Apple, Inc.
- Rachael Schneider Licensed Behavior Analyst, PLLC
- Brenda Monterde B.C.B.A. & Associates, Inc.
- dba: National Behavioral Care
- PCFA Speech Therapy Associates, Inc.

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

- (a) 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
- (b) 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.

**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2.** is amended as follows:

**a.** is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**b.** is amended to include:

This condition 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; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**

**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

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

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Personnel Agreement

**Ratification of Agreement #19-155 – Pepperdine University (Vaca/Bond)**

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This agreement between Oxnard School District and Pepperdine University will provide practice teaching experiences through direct teaching to students enrolled in teacher education curricula. The partnership will deliver services in support of the programs that meet the regulations and standards of the California Commission on Teacher Credentialing (CCTC).

Term of Agreement: August 1, 2019 through July 31, 2024

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is recommended by the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #19-155 with Pepperdine University.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-155 - Pepperdine University \(7 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)

**OSD AGREEMENT #19-155**

**DIRECTED TEACHING AGREEMENT**

This Agreement is made between Pepperdine University (“Pepperdine”) on behalf of Pepperdine Teacher Preparation Programs and the hereinafter mentioned school district (“District”). It is the parties’ intent that this agreement is a cooperative agreement for the benefit of the public and that entering into this agreement does not trigger any compliance or reporting obligation on the part of Pepperdine. This agreement does not in any way enlarge the University’s obligations under federal or state law regulation.

RECITALSA. Pepperdine has established an approved program (the “Program”) of directed teaching for training education students of the University;

- B. Directed teaching experiences are a required and integral part of the Program;
- C. Pepperdine desires the cooperation of **Oxnard School District** in the training of students through the directed teaching experiences, which will provide a benefit to the public; and
- D. Pursuant to the provisions of Section 44320 of the California Education Code, the governing board of a District is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through directed teaching to students enrolled in teacher education curricula of such institution; and
- E. Any such agreement may provide for the payment in money or services for the services rendered by the District in an amount not to exceed the actual cost to the District of the services rendered by the District.

Now, therefore, it is mutually agreed between the parties hereto as follows:

**SPECIAL PROVISIONS**

DATE: **August 1, 2019**

PARTIES: Pepperdine University and **Oxnard School District**

TERM: From August 1, 2019 to July 31, 2024.

CONTRACT SERVICES: Not to exceed three Clinical Experiences per year, per mentor.

RATE AND AMOUNT: \$150 Master Teaching Stipend per student, per session of Clinical Observation of student by Master Teacher. \$150 Master Teaching Stipend per student teacher, per session of directed mentoring for Clinical Experience.

METHOD OF PAYMENT: Check one.

Stipend is to be paid directly to the District.

**XXXX** Stipend is to be paid directly to the Master Teacher.

## GENERAL TERMS

### 1. Directed Teaching

- A. The District shall provide teaching experience through directed teaching in schools and classes of the District, not to exceed the number of directed teaching assignments. Such directed teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and Pepperdine through their duly authorized representatives may agree upon.
- B. The District may, for good cause, refuse to accept for directed teaching any student of Pepperdine assigned to directed teaching in the District. In such event, Pepperdine shall terminate the assignment of such student to the directed teaching program in the District.
- C. The term “directed teaching” as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers in the schools or classes in which the direct teaching is provided, and who have completed a minimum of three years successful teaching experience.
- D. Pepperdine student teachers without emergency or substitute credentials may not be asked by the school districts to serve and be paid for substitute teaching. Such students are not regarded as properly certified and require full-time supervision. Those holding substitute or emergency credentials may substitute only for their master teacher when s/he is out ill; when it is determined by the principal that such substitution is in the best interest of the student teacher and the students in the classroom; only after the first four weeks of that student’s first student teaching assignment; the student teacher is paid by the District; and the number of days is kept to a minimum.
- E. Pepperdine will pay for the performance by the District of all services required to be performed by the District under this Agreement at the aforesaid rates for each session of part-time directed teaching or full-time directed teaching provided by the District pursuant to this Agreement.
- F. The term “session of directed teaching” as used herein and elsewhere in this Agreement is considered to be a full day of directed teaching for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidates receives four (4) semester units of practice teaching credit) and six (6) periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidates receive four (4) semester units of practice teaching credit). The credential candidate must complete two (2) sessions for a minimum total of sixteen (16) weeks.

- G. An assignment of a Pepperdine student to directed teaching in classes of schools of the District shall be for one (1), two (2), or three (3) sessions as mutually agreed between Pepperdine and the District.
- H. An assignment of a Pepperdine student to directed teaching in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the assignment papers or other documents provided by Pepperdine affecting such assignment, but no earlier than the date of such assignment as shown on such card or other documents.
- I. In the event the assignment of a Pepperdine student to directed teaching is terminated by Pepperdine for any reason after the student has been in directed teaching and has been at the assignment for a minimum of two weeks, the District shall receive payment for the assignment on account of such student as though there had been no termination of the assignment. Said payment not to exceed \$150 per student per session of terminated assignment.
- J. If applicable, within a reasonable time following the close of each session of Pepperdine, the District shall submit an invoice in triplicate, to Pepperdine for payment, at \$150 per student, per term, for all directed teaching provided by the District under and in accordance with this Agreement during said session. This process may be altered in writing according to individual district procedures as to how the invoicing will proceed.
- K. Notwithstanding any other provision of this Agreement, Pepperdine shall not be obligated by this Agreement to pay the District any amount in excess of the total sum.
- L. In accordance with California Education Code Section 44320(b), each credential candidate, prior to assignment to District, must obtain at his or her sole expense a "Certificate of Clearance", which includes a complete Live Scan Service. The University will ensure that students receive a Certificate prior to beginning their assignment in the district.
- M. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at his or her sole expense an examination, by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, or provide a current certificate that shows s/he is free of communicable tuberculosis prior to beginning their assignment in the District.
- N. At no time shall a student be considered or become an employee of the District. Pepperdine must inform all participants that:
  - i. Because the directed teaching is tied to a formal education program by integrated coursework and/or the receipt of academic credit, the Participant should have no expectation of compensation, including in-kind non-cash remuneration of any type, or of benefits in relation to their participation.
  - ii. The directed teaching is for a limited time period, which corresponds with Pepperdine's academic program. Participant is not applying for a job with the District through their participation in the directed teaching, nor is Participant

entitled to a paid position with the District at the conclusion of the directed teaching.

1. Minimum Insurance Requirements

A. District. The District shall maintain insurance in full force and effect, at its sole expense, the following minimum insurance coverage or comparable program of self-insurance:

i. Commercial General Liability (Minimum Requirement):  
\$1,000,000 Combined Single Limit

ii. Coverage:  
Premises/Operations  
Liability Medical Payments  
Liability  
Personal Injury Liability

iii. The District shall maintain in full force and effect, at its sole expense, Workers' Compensation and Employers Liability Insurance in a form and amount covering District's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Coverage:

1. Statutory limits per State of California

2. Employers Liability  
\$1,000,000 Each Accident  
\$1,000,000 Each Employee

District shall provide University with 30 days written notice before cancellation, or any reduction or material change in coverage.

B. University shall maintain insurance in full force and effect, at its sole expense:

i. Commercial General Liability (Minimum Requirement):  
\$2,000,000 General Aggregate  
\$1,000,000 Combined Single Limits

ii. Coverage:  
Premises/Operations Liability Medical  
Payments Liability Contractual Liability  
Personal Injury Liability  
Independent Contractors

iii. The University will maintain in full force and effect, at its sole expense Workers' Compensation and Employers Liability Insurance in a form and amount covering

University's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Coverage:

1. Statutory limits per State of California

2. Employers Liability

\$1,000,000 Each Accident

\$1,000,000 Each Employee

A certificate of general liability insurance with the District named as an additional insured shall be provided by Pepperdine University' Insurance and Risk Department to the District 30 days in advance of the commencement of this agreement.

The District will require 30 days written notice before cancellation, or any reduction or material change in coverage.

3. Indemnity

District shall defend, indemnify and hold Pepperdine, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees.

Pepperdine shall defend, indemnify and hold the District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Pepperdine, its officers, agents or employees.

4. Miscellaneous

A. Termination. Either party may terminate this Agreement with or without cause by providing written notice to the other party. Termination will be effective at the end of the school year during which the notice is issued. The notice required under this paragraph shall be sent by registered mail.

B. Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

Notice to Pepperdine: Pepperdine University  
Graduate School of Education and Psychology  
6100 Center Drive, 5<sup>th</sup> Floor  
Los Angeles, CA 90045  
ATTN: Teacher Preparation Program Director

*Notice to District:* Oxnard School District  
1051 South A Street  
Oxnard, CA 93030  
Attn: Dr. Jesus Vaca  
Assistant Superintendent, Human Resources & Support Services

- C. District and Pepperdine agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, creed, color, religious belief, national origin, and disability, status as a disabled veteran, or veteran of the Vietnam era.
- D. Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party.
- E. The Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.
- F. The parties hereto shall not have either the power or the right to assign this Agreement or any part thereof to any person or party for any reason, and any attempt to do so shall be void and of no legal effect.
- G. This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.
- H. Should either party reasonably retain an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs including fees and costs of corporate staff and counsel.
- I. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- J. Each party is an independent agent and shall not act as, or be an agent or employee of, the other party.

In witness thereof, the parties hereto have caused this Agreement to be signed by its duly authorized representative.

School District  
Representative Lisa A. Franz, Director, Purchasing

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Print Name	Signature	Date
------------	-----------	------

Dr. Anthony Collatos,  
Program Director

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Print Name	Signature	Date
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2019

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).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203-3944	<b>CONTACT NAME:</b> Bryan Russell <b>PHONE (A/C. No. Ext):</b> 818-539-1347 <b>E-MAIL ADDRESS:</b> Bryan_Russell@ajg.com		<b>FAX (A/C. No):</b> 818-539-1647
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Pepperdine University Attn: Lauren Cosentino 24255 Pacific Coast Highway Malibu CA 90263	PEPPUNI-03	<b>INSURER A:</b> United Educators Ins	10020
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 606083240

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded: \$200,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			R70-18E	8/1/2019	8/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ Included
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
	<b>AUTOMOBILE LIABILITY</b> <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)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Subject to all policy terms, conditions, and exclusions.

RE: Student teaching agreement with Oxnard School district.

Certificate holder is additional insured for general liability coverage as required by virtue of a contract or agreement and to the extent insurable as respects their interest in the operations of the named insured.

**CERTIFICATE HOLDER****CANCELLATION**

Oxnard School District  
 1051 South A Street  
 Oxnard CA 93030  
 USA

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

743

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**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Academic Agreement

**Ratification of Agreement/MOU #19-159 – Ventura County Arts Council  
(DeGenna/Serrano)**

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The Artist in the Classroom is a program of the Ventura County Arts Council (VCAC) providing instruction in a myriad of disciplines in visual and performing arts. VCAC will provide twenty-one (21) 8-week long classroom residencies at Sierra Linda School during the 2019-2020 school year. The instruction schedules are mutually agreed upon by the teachers and the VCAC teaching artist, and the instruction meets the current California Arts Standards.

Term of Agreement/MOU: August 21, 2019 through June 30, 2020

**FISCAL IMPACT:**

\$11,550.00 - S/C Grant

**RECOMMENDATION:**

It is the recommendation of the Principal, Sierra Linda School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-159 with Ventura County Arts Council.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #19-159 - Ventura County Arts Council \(2 Pages\)](#)  
[Certificate of Insurance \(2 Pages\)](#)



**2019-2020 MEMORANDUM OF UNDERSTANDING #19-159 BETWEEN  
VENTURA COUNTY ARTS COUNCIL AND OXNARD SCHOOL DISTRICT  
FOR SIERRA LINDA ELEMENTARY SCHOOL**

This Memorandum of Understanding (MOU) is entered into by the **VENTURA COUNTY ARTS COUNCIL (VCAC)** and **OXNARD SCHOOL DISTRICT (OSD)** to facilitate the Artists in the Classrooms Program at Sierra Linda Elementary School. The MOU sets forth the respective roles and responsibilities each bring to the program.

**VCAC will:**

1. Be the fiscal receiver of fees from the **OSD** for Artist in the Classroom residencies for 8 week sessions at \$550 each for the following school:  
  
Sierra Linda Elementary School – not to exceed \$11,000.00 (20 x \$550 = \$11,000.00)
2. Disperse fees received by **VCAC** from **OSD** designated to pay the stipends to the Independent Contracted Artist/Instructors who submit a **VCAC** Invoice signed off by the **OSD** classroom teacher who requested the residency.
3. Name **OSD** additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2020
4. **VCAC** agrees to defend, indemnify, and hold harmless **OSD**, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the **VCAC** or those of any of its officers, agents, employees, or subcontractors of **VCAC**, whether such act or omission is authorized by this Agreement or not. **VCAC** shall also pay for any and all damage to the Real and Personal Property of the **OSD**, or loss or theft of such Property, done or caused by such persons. **OSD** assumes no responsibility whatsoever for any property placed on **OSD** premises by **VCAC**, **VCAC**'s agents, employees or subcontractors. **VCAC** further hereby waives any and all rights of subrogation that it may have against the **OSD**. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the **OSD** or any of its officers, agents, employees, and/or volunteers.

**OSD will:**

1. Be solely responsible for making all arrangements with the Independent Contracted Artist/Instructors, including but not limited to, specified times and dates for the residency, provide a location for the residency, and approve the subject matter for the residency.
2. **OSD** Classroom teachers will be solely responsible for completing an invoice for each residency that is then submitted to **VCAC** to be paid from the fees received by **VCAC** from **OSD**
3. Keep on file current liability insurance certificates verifying insurance compliance from all participating artist/instructors naming **OSD** as additional insured.
4. Name **VCAC** additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2020



**Ventura County Arts Council**

646 County Square Drive, Suite 154, Ventura, CA 93003-0436

(805) 658-2213 | Fax (805) 658-2281

education@vcartscouncil.org | www.vcartscouncil.org

*2019 – 2020 Memo of Understanding between OSD and VCAC - Page 2 of 2*

5. OSD agrees to defend, indemnify, and hold harmless VCAC, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the OSD or those of any of its officers, agents, employees, or subcontractors of OSD, whether such act or omission is authorized by this Agreement or not. OSD shall also pay for any and all damage to the Real and Personal Property of the VCAC, or loss or theft of such Property, done or caused by such persons. VCAC assumes no responsibility whatsoever for any property placed on VCAC premises by OSD, OSD’s agents, employees or subcontractors. OSD further hereby waives any and all rights of subrogation that it may have against the VCAC. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the VCAC or any of its officers, agents, employees, and/or volunteers.

This MOU is for Artists in the Classroom Residencies at Sierra Linda Elementary School for the period of August 21, 2019 through June 30, 2020, and may be extended by mutual agreement of both parties to the MOU.

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

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debra Tygell, Coordinator  
VCAC Artists in the Classroom

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2017

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

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

<b>PRODUCER</b> <i>McDaniel Insurance Services LLC</i> P.O. Box 1294 Ojai, CA 93024-1294  CA DOI #0K28791	<b>CONTACT NAME:</b> Patricia (Patt) McDaniel <b>PHONE (A/C, No, Ext):</b> 805-646-9948, 800-400-7288 <b>FAX (A/C, No):</b> 805-646-9976 <b>E-MAIL ADDRESS:</b> mcins@west.net <b>PRODUCER CUSTOMER ID #:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Nonprofits' Insurance Alliance of California</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofits' Insurance Alliance of California		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Nonprofits' Insurance Alliance of California														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b>  VENTURA COUNTY ARTS COUNCIL 646 County Square Drive #154 Ventura, CA 93003-0436														

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			2017-09180-NPO	3/6/2017	3/6/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
A	<b>AUTOMOBILE LIABILITY</b>			2017-09180-NPO	3/6/2017	3/6/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A				OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			2017-09180-NPO	3/6/2017	3/6/2018	AGGREGATE / COMMON CAUSE 1,000,000 / 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 The certificate holder is additional insured as required under a written contract, lease or agreement per CG 20 26 04 13, as their interest may appear.

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1051 South A Street Oxnard, CA 93030  <div style="border: 1px solid black; display: inline-block; padding: 2px;">5</div>	<b>CANCELLATION</b>  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 _____
--	--

747

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b></p> <p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p style="text-align: center;">Oxnard School District 1051 South A Street Oxnard, CA 93030</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
--

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

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

However:

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

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

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

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

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-160 - Assistance League, Non-Public School, NPS  
(DeGenna/Madden)**

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Requesting ratification for Non Public School (NPS) services for the students listed below for the 2019-2020 school year, including Extended School year, beginning November 05, 2019. The Non Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Grade: Pre-K (2)  
Student: KR110216  
              JM081916

**FISCAL IMPACT:**

Tuition PreK: \$1,150.00 monthly rate x 2 students x 9 months = \$20,700.00  
(Extended School Year; ESY)

Grand Total: \$20,700.00 to be paid out of Special Education funds.

**RECOMMENDATION:**

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-160 with Assistance League School, NPS. Amount not to exceed \$20,700.00, to be paid from Special Education funds.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-160 - Assistance League School \(3 Pages\)](#)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #19-160

THIS AGREEMENT made and entered into this 18<sup>th</sup> day of December 2019 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

#### WITNESSETH:

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

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

#### **Grade: Pre-K (1)**

KR110216

JM081916

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2019-2020** school year at a cost of \$1,150.00 per month, per student, beginning November 2019, including Extended School Year (ESY) through July 2020; amount not to exceed **\$20,700.00**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.
4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or

surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

8. The nonpublic school shall prepare and submit to the school district trimester progress reports, incident reports within 24 hours, year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$20,700.00** for students listed on page one of this Agreement #19-160.

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

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

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this

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

The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing  
Oxnard School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Victoria Elliott, Director  
Assistance League School, Nonpublic, Nonsectarian School

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-161 – Dr. Michael McQuillan, OD (DeGenna/Madden)**

Dr. Michael McQuillan, OD, will provide Independent Education Evaluator Services to the Special Education Services Department during the 2019-2020 academic year to complete evaluations.

**FISCAL IMPACT:**

Not to exceed \$30,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-161 with Dr. Michael McQuillan, OD.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-161 - Dr. Michael McQuillan, OD \(13 Pages\)](#)  
[Fee Schedule \(2 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)

**OXNARD SCHOOL DISTRICT**

**Agreement #19-161**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of December 2019 by and between the Oxnard School District (“District”) and Dr. Michael McQuillan, OD (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

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

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

**OPERATIVE PROVISIONS**

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2019 through June 30, 2020 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

To Consultant:               Dr. Michael McQuillan, OD  
                                      761 E. Daily Drive, Suite #120  
                                      Camarillo, CA 93010  
                                      Phone: (805) 484.0577  
                                      Fax:  
                                      Email: [gke6349@gmail.com](mailto:gke6349@gmail.com)

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**DR. MICHAEL MCQUILLAN, OD:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #18-161

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #19-161**

**SERVICES**

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

**\*PER ATTACHED FEE SCHEDULE**

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

**\*PER ATTACHED FEE SCHEDULE**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #18-161

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #19-161**

**COMPENSATION**

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

**IV. The total compensation for the Services shall not exceed \$30,000.00, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #18-161

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #19-161**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #18-161

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

- Not Project Related
- Project #18-161

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #19-161**

**CONFLICT OF INTEREST CHECK**

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing



*Michael McQuillan, OD*  
761 E. Daily Dr. Suite #120  
Camarillo, Ca 93010  
(805) 484-0577

## **OPTOMETRY FEE SCHEDULE**

Revised date 11/06/2019

92002	Intermediate eye examination, new patient	\$ 209.00
92004	Comprehensive eye examination, new patient	\$ 279.00
92012	Intermediate eye examination, established patient	\$ 179.00
92014	Comprehensive eye examination, established patient	\$ 229.00
92015	Refraction	\$ 66.00
92020	Gonioscopy	\$ 79.00
92025	Corneal Topography	\$ 98.00
92060	Binocular evaluation	\$ 139.00
92064	Vision Training Evaluation, new patient	\$ 350.00
92064-C	Vision Training Evaluation, established patient	\$ 250.00
92065	Vision Training per appointment	\$ 209.00
92065 -C	Vision Training for 24 Sessions	\$ 2800.00
92070	CL Fitting for treatment of disease	\$ 309.00
92082	Visual field examination, intermediate	\$ 209.00
92083	Visual field examination, extended	\$ 239.00
92133	OCT ONH	\$ 199.00
92134	OCT Retina	\$ 199.00
92225	Extended Ophthalmoscop, initial	\$ 219.00
92250	Retinal Photography/Optomaps	\$ 139.00
92285	Ocular Photography, external	\$ 79.00
92310	Fitting and follow-up of contact lenses	\$ 129.00
92310-99	Orthokeratology	\$ 2799.00
92313	Fitting and follow-up/specialty lens	\$ 199.00
99050	Emergency after hours/holiday visit	\$ 359.00
99075	Medical Testimony/ Per Hour	\$ 559.00
99080	Special Writing Report	\$ 289.00
99201	Brief Writing Report , new patient	\$ 199.00
99202	Expanded Writing Report, new patient	\$ 249.00
99203	Limited, new patient	\$ 179.00
99204	Intermediate, new patient	\$ 299.00

99205	Comprehensive, new patient	\$ 329.00
99211	Minimal, established patient	\$ 75.00
99212	Brief, established patient	\$ 109.00
99213	Expanded, established patient	\$ 129.00
99214	Limited, established patient	\$ 209.00
99215	Comprehensive Specialty, established patient	\$ 259.00
99241	Office Consultation, brief	\$ 99.00
99242	Office Consultation, expanded	\$ 219.00
99243	Office Consultation, limited	\$ 179.00
99244	Office Consultation, intermediate	\$ 379.00
99245	Office Consultation, comprehensive	\$ 479.00
99272	Confirmatory (second opinion), brief	\$ 209.00
99273	Confirmatory (second opinion), limited	\$ 249.00
99274	Confirmatory (second opinion), expanded	\$ 309.00
99275	Confirmatory (second opinion), comprehensive	\$ 399.00

**MEMORANDUM OF INSURANCE** Date Issued 01/16/2019

<b>Producer</b> Association Business Mercer Health & Benefits Insurance Services LLC 633 W. Fifth Street, Ste. 1200 Los Angeles, CA 90071 800-775-2020	This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.
---	--

	<b>Company Affording Coverage</b> Liberty Insurance Underwriters, Inc.
--	---

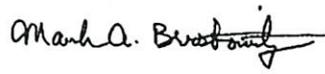
<b>Insured</b>  MICHAEL H MCQUILLAN OD 761 DAILY DRIVE STE 120 CAMARILLO, CA 93010	
--	--

This is to certify that the Certificate listed below has 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 memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.  
 The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability Opto Firm Optometrist	AHY-101347009	01/23/2019	01/23/2020	Per Incident/ Occurrence	\$2,000,000
				Annual Aggregate	\$4,000,000

**PROOF OF INSURANCE**

Memorandum Holder:  <b>PROOF OF COVERAGE ONLY</b>	Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
---	--

Authorized Representative Mark Brostowitz	
--	--

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Academic Agreement

**Ratification of Agreement #19-163 - Ventura County Office of Education  
(DeGenna/Valdes)**

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This agreement authorizes the Oxnard School District, Early Childhood Education Programs & State Preschools to participate in the Rising Stars Quality Rating Improvement System (QRIS) Block Grant with enhancement supports provided by the Ventura County Office of Education (VCOE). Through this agreement the Oxnard School District will access funding to maintain and increase access to high quality preschools. The funding covers professional development, technical assistance, and cost of materials.

Term of the Agreement:      October 1, 2019 through September 30, 2020

**FISCAL IMPACT:**

Funding for this project will be provided to the Oxnard School District from the Ventura County Office of Education up to the amount of \$39,600.00.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Early Childhood Education Programs, that the Board of Trustees ratify Agreement #19-163 with the Ventura County Office of Education.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-163 - Ventura County Office of Education \(29 Pages\)](#)



Contract # C20-00186  
Vendor # 001068

### Ventura County Office of Education SHORT FORM SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into this 1st day of Oct. 2019 by and between **Ventura County Office of Education** (hereinafter referred to as "Superintendent") and Oxnard School District (hereinafter referred to as "Provider").

Oxnard School District  
Provider  
1051 South A Street  
Street Address

Oxnard, CA 93030  
Tax Identification or Social Security Number  
City, State, Zip

**SERVICES.**

See Attached Statement of Work

Description of Services to be performed	Hour(s) of Service	Location
October 1, 2019 - Sept. 30, 2020	N/A	See Statement of Work

**FEES.**

Compensation for Services \$ 39,600.00  
 \*Please indicate Honorarium/Per-day/Hour/Session/Quarter/Lump sum  
 Covered Expenses  Yes (Itemize below)  No \$ 0.00  
 \*Original itemized receipts required  
 Total not to exceed \$ 39,600.00

**ENCUMBERED**  
10231902e

**PROVIDER REQUIREMENTS.**

- W-9
- Signed IRS 20 Factor Checklist
- Signed Travel policy
- Other
- Certificates of Insurance
- Fingerprint Certification
- Out-of-State Withholding waiver (See Tax Notice)

**CONDITIONS.** Provider will have no obligation to provide services until Superintendent returns a signed copy of this Agreement.

**NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor.

**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.

**SUBCONTRACTING.** None of the services covered by this contract shall be subcontracted without the prior written consent of the Superintendent. The Provider shall be as fully responsible to the Superintendent for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

**TERMINATION OR AMENDMENT.** This Agreement may be 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.

**CANCELLATION CLAUSE.** No payment shall be provided if the stated activity is cancelled for whatever reason with a minimum of seven (7) calendar days notice prior to the scheduled date.

**PAYMENT.** Upon proper invoicing, payment will be made within 30 days of approval by the Program Manager designated below.

**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 because of race, religion, color, sex, or national origin.

**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.

**COPYRIGHT.** Provider hereby agrees that Superintendent shall be the sole owner of the copyright for any publications, writings, materials or product developed by or as a result of this Agreement. Provider shall maintain the confidentiality of any such materials produced.

**DISPUTE RESOLUTION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association.

**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 attorneys fees and costs incurred in connection with such actions or proceeding.

**INSURANCE.** Provider is required to provide insurance coverage limits specified on "REQUIRED LIMITS OF INSURANCE FOR INDEPENDENT CONTRACTORS."

**INDEMNIFICATION.** Provider agrees to defend, indemnify, and hold harmless Superintendent, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, 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, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the Superintendent, or loss or theft of such Property, done or caused by such persons. Superintendent assumes no responsibility whatsoever for any property placed on Superintendent premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the Superintendent. The provisions of this indemnification do not apply to any damage or losses caused solely by the negligence of the Superintendent or any of its officers, agents, employees, and/or volunteers.

**ACKNOWLEDGEMENT AND AGREEMENT.** I have read this agreement and agree to its terms.

Lisa Franz, Director  
 Provider/Representative's name and title (print)  
Mabel Muñoz, Director, ECP  
 VCOE Program Manager  
Lisa Cline, Executive Director, IBS  
 VCOE Authorized Representative

[Signature]  
 Signature  
[Signature]  
 Signature

10/10/19  
 Date  
10-23-19  
 Date

**For VCOE use only:**  
 Charge to Account. 120-5800-6127-0-8500-2100-048-290-0000-0 Contract not to exceed. \$ \_\_\_\_\_  
 Completion of Services confirmation & approval for payment. \_\_\_\_\_  
 Department Contact. Melanie Edmunds x1514 Program Manager Date \_\_\_\_\_  
 Name & Phone DE542 N/A

## IRS 20 FACTOR CHECKLIST

Below are the 20 factors used by the IRS to determine whether the control over a worker is sufficient to constitute an employer-employee relationship. If the relationship is an Independent Contractor, you should only be concerned with the results of the work, not the way in which it is performed. Though these rules are intended only as a guide (the IRS says the importance of each factor depends on the individual circumstances) they should be helpful in determining whether enough control is exercised to show an employer-employee relationship.

If you answer "YES" to all of the first four questions, you're probably dealing with an independent contractor; "YES" to any of questions 5 through 20 means your worker is probably an employee.

1. Profit or loss. Can the worker make a profit or suffer a loss as a result of the work aside from the money earned from the project? (This should involve real economic risk - not just the risk of not getting paid.)
2. Investment. Does the worker have an investment in the equipment and facilities used to do the work? (The greater the investment, the more likely independent contractor status.)
3. Works for more than one firm. Does the person work for more than one company at a time? (This tends to indicate independent contractor status, but employees can also work for more than one business.)
4. Services offered to the general public. Does the worker offer services to the general public?
5. Instructions. Do you have the right to give the worker instructions about when, where, and how to work? (This shows control over the worker.)
6. Training. Do you train the worker to do the job in a particular way? (Independent contractors are already trained.)
7. Integration. Are the worker's services so important to your business that they have become a necessary part of the business? (This may show that the worker is subject to your control.)
8. Services rendered personally. Must the worker provide the services personally, as opposed to delegating tasks to someone else? (This indicates that you are interested in the methods employed, and not just the results.)
9. Hiring assistants. Do you hire, supervise, and pay the worker's assistants? (Independent contractors hire and pay their own staffs.)
10. Continuing relationship. Is there an ongoing relationship between the worker and yourself? (A relationship can be considered ongoing if services are performed frequently, but irregularly.)
11. Work hours. Do you set the worker's hours? (Independent contractors are masters of their own time.)
12. Full-time work. Must the worker spend all of his or her time on your job? (Independent contractors choose when and where they will work.)
13. Work done on premises. Must the individual work on your premises, or do you control the route or location where the work must be performed? (Answering no doesn't by itself mean independent contractor status.)
14. Sequence. Do you have the right to determine the order in which services are performed? (This shows control over the worker.)
15. Reports. Must the worker give you reports accounting for his or her actions? (This may tend to show lack of independence.)
16. Pay schedules. Do you pay the worker by the hour, week, or month? (Independent contractors are generally paid by the job or on commission, although by industry practice, some are paid by the hour.)
17. Expenses. Do you pay the worker's business or travel costs? (This tends to show control.)
18. Tools and materials. Do you provide the worker with equipment, tools or materials? (Independent contractors generally supply the materials for the job and use their own tools and equipment.)
19. Right to fire. Can you fire the worker? (An independent contractor can't be fired without subjecting you to the risk of a breach of contract lawsuit, so long as the results meet specifications.)
20. Worker's right to quit. Can the worker quit at any time, without incurring liability? (An independent contractor has a legal obligation to complete the contract.)

By affixing my initials below, I certify I have reviewed the above "checklist."

\_\_\_\_\_  
Program Manager

\_\_\_\_\_  
Contractor

R:\Group\Busoff\CONTRACT\Independent Contractors\IRS 20 Factor Checklist.doc

**STATEMENT OF WORK**  
**OCTOBER 1, 2019 – SEPTEMBER 30, 2020**  
**CONTRACT # C20-00186**

**Oxnard School District** (hereinafter referred to as “PROVIDER”) is eligible to receive a CSPP-CMIG QRIS Block Grant for sustaining high-quality preschools at each state-funded site that is rated Tier 4 or higher on the *VC Rising Stars Quality Rating and Improvement System Quality Continuum Framework* (see Exhibit A).

**FUNDING**

Block Grant funding is not guaranteed and is based on the availability of funding from the California Department of Education, Early Learning and Care Division. Funding received from the Block Grant is to be used to support high-quality preschool programs serving children between the ages of 3 and 5 years old.

Center-based sites, rated at Tier 4, will receive \$120 per child for up to 20 children per session and sites, rated at Tier 5, will receive \$220 per child for up to 20 children per session. Full-day classroom sessions will receive an increase adjustment of .5, to be added to the base Block Grant amount. Sites rated at Tier 3 or lower will receive a \$2,000 Quality Improvement (QI) stipend. These QI stipends must be utilized in support of the sites QI plan.

The **actual** Block Grant amount, in the Table I below, is based on the 2018-2019 ratings received for the identified participating site(s). These ratings will expire two years from the rating date, unless there is a trigger for reconsideration. Trigger for reconsideration includes changes to the site license.

Table I

2018-19 Ratings	Participation Site(s)	Actual Allocation								
		# of Sessions	Part-Day Children	Full-Day Children	Allocation	Part-Day Total	Full-Day Total	Full-Day Adjustment	Adjustment Total	Total
4	Driffill Preschool	2	40		\$120	\$4,800	\$0	0.5	\$0	\$4,800
5	Harrington	2	40		\$220	\$8,800	\$0	0.5	\$0	\$8,800
4	McKinna Preschool	2	40		\$120	\$4,800	\$0	0.5	\$0	\$4,800
4	Ritchen	2	40		\$120	\$4,800	\$0	0.5	\$0	\$4,800
4	Rose Avenue Preschool	2	40		\$120	\$4,800	\$0	0.5	\$0	\$4,800
4	San Miguel Preschool	2	40		\$120	\$4,800	\$0	0.5	\$0	\$4,800
4	Sierra Linda	2	40		\$120	\$4,800	\$0	0.5	\$0	\$4,800
N/A	Ramona	Quality Improvement Stipend								\$2,000
<b>TOTAL ACTUAL AMOUNT:</b>										<b>\$39,600</b>

**QUALITY ASSURANCES**

The PROVIDER agrees to the following:

- Independent assessment using The Classroom Assessment Scoring System (CLASS), if deemed appropriate
- Independent assessment using the Environment Rating Scale (ERS), if deemed appropriate
- Post Evaluation Notices (Exhibit B) prior to any CLASS and/or ERS assessment(s) in or near classroom(s) to inform providers, teachers, and parents about the use of data collected during assessment(s)
- Develop and implement a quality improvement plan

- Participate in ongoing evaluation, including participating in focus groups, or other methods determined by the quality improvement/evaluation plan, and
- Maintain “good standing” status with Community Care Licensing (CCL); notify the Technical Assistant Specialist if cited by CCL, within 2 weeks of the citation.

#### **DATA COLLECTION**

The PROVIDER will implement the web-based iPinwheel Data System. The iPinwheel Data System will store and track data from sites participating in the QRIS Block Grant. The PROVIDER will identify an Agency Administrator and a Data Representative to facilitate the implementation of iPinwheel and provide the following data:

- Child Demographics (twice per year, Fall and Spring)
- DRDP data (twice per year, Fall and Spring), and
- Staff Demographics, Education and Professional Development (no later than 30 days prior to rating).

Data may be synched or exported from PROVIDER’s data system and imported into iPinwheel using a script or mapping file provided by Early Quality Systems, Inc. (EQS). Information/data not provided by the PROVIDER’s data system will need to be entered manually.

#### **DATA PRIVACY COMPLIANCE**

California local educational agencies, such as SUPERINTENDENT, and technology service providers, such as Early Quality Systems, Inc. (EQS), (third-party Consultant) are required by federal and state laws to protect certain data, including but not limited to financial, health, and educational records. Early Quality Systems, Inc.’s services must implement procedures and protective measures to assure compliance with current federal and state privacy requirements, including but not limited to California Assembly Bill 1584, California Assembly Bill 1442, the Student Online Personal Information Protection Act (“SOPIPA”), the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act (“COPPA”), and the Children’s Internet Protection Act (“CIPA”).

- **Attachment A, Technology Services Agreement**, is hereby incorporated into, and made a part of the Agreement by this reference outlining of how the SUPERINTENDENT and Early Quality Systems, Inc. will jointly ensure compliance with the federal Family Educational Rights and Privacy Act.

A contract that fails to comply with the requirements of this section shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the contract. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the SUPERINTENDENT.

PROVIDER is responsible for obtaining consent and authorization for sharing data with VCOE’s iPinwheel Database from parent/guardian (child data) and site staff (see “Data Collection”).

#### **INVOICING**

Block Grant payments will be processed after **March 1, 2020**. Invoices must be submitted to:

Early Childhood Programs  
Ventura County Office of Education  
5100 Adolfo Rd.  
Camarillo, CA 93012

- Participate in ongoing evaluation, including participating in focus groups, or other methods determined by the quality improvement/evaluation plan, and
- Maintain “good standing” status with Community Care Licensing (CCL); notify the Technical Assistant Specialist if cited by CCL, within 2 weeks of the citation.

**DATA COLLECTION**

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- Child Demographics (twice per year, Fall and Spring)
- DRDP data (twice per year, Fall and Spring), and
- Staff Demographics, Education and Professional Development (no later than 30 days prior to rating).

Data may be synched or exported from PROVIDER’s data system and imported into iPinwheel using a script or mapping file provided by Early Quality Systems, Inc. (EQS). Information/data not provided by the PROVIDER’s data system will need to be entered manually.

**DATA PRIVACY COMPLIANCE**

California local educational agencies, such as SUPERINTENDENT, and technology service providers, such as Early Quality Systems, Inc. (EQS), (third-party Consultant) are required by federal and state laws to protect certain data, including but not limited to financial, health, and educational records. Early Quality Systems, Inc.’s services must implement procedures and protective measures to assure compliance with current federal and state privacy requirements, including but not limited to California Assembly Bill 1584, California Assembly Bill 1442, the Student Online Personal Information Protection Act (“SOPIPA”), the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act (“COPPA”), and the Children’s Internet Protection Act (“CIPA”).

- **Attachment A, Technology Services Agreement**, is hereby incorporated into, and made a part of the Agreement by this reference outlining of how the SUPERINTENDENT and Early Quality Systems, Inc. will jointly ensure compliance with the federal Family Educational Rights and Privacy Act.

A contract that fails to comply with the requirements of this section shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the contract. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the SUPERINTENDENT.

PROVIDER is responsible for obtaining consent and authorization for sharing data with VCOE’s iPinwheel Database from parent/guardian (child data) and site staff (see “Data Collection”).

**INVOICING**

Block Grant payments will be processed after **March 1, 2020**. Invoices must be submitted to:

Early Childhood Programs  
 Ventura County Office of Education  
 5100 Adolfo Rd.  
 Camarillo, CA 93012

**REPORTING**

The PROVIDER is responsible for reporting expenditures for all funding received through the Block Grant. The PROVIDER will provide a hard copy and electronic copy of the *Block Grant Expenditure Report* (see Exhibit C). Expenditure reports are due **October 9, 2020**.

**ATTACHMENTS**

1. *Attachment A – Technology Services Agreement for California Assembly Bill 1584 Compliance*
2. *Exhibit A – VC Rising Stars Quality Rating and Improvement System Quality Continuum Framework*
3. *Exhibit B – Quality Counts California (QCC) Evaluation Notices*
4. *Exhibit C – Block Grant Expenditure Report*

**ATTACHMENT A  
TECHNOLOGY SERVICES AGREEMENT FOR  
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

This Agreement is entered into between the **Ventura County Office of Education** ("Superintendent") and **Early Quality Systems, Inc., third-party Consultant** ("Consultant") on **July 1, 2019** ("Effective Date".)

**WHEREAS**, the Superintendent is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

**WHEREAS**, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party Consultant must include certain terms; and

**WHEREAS**, the Superintendent and the Consultant desire to have the Technology Services Agreement and the services provided comply with AB 1584.

**NOW, THEREFORE**, the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
3. Pupil records<sup>1</sup> obtained by Consultant from Superintendent continue to be the property of and under the control of the Superintendent.
4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: iPinwheel is an adult-managed data system for infant, toddler and preschool programs. Unlike K-12 Student Information Systems, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
5. The options by which a pupil may transfer pupil-generated content to a personal account include: iPinwheel is an adult-managed data system for infant, toddler and preschool programs. Unlike K-12 Student Information Systems, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:

**Early Quality Systems, Inc. Personally Identifiable Information Review Policy:**

Early Quality Systems, Inc. provides Pinwheel™ data systems which may be used by Providers to store Personally Identifiable Information of Parents, legal guardians, or children/pupils. Early Quality Systems, Inc. does not work directly with Personally Identifiable Information of Parents, legal guardians, or children/pupils. Parents, legal guardians, or eligible pupils may review personally identifiable information and correct erroneous information by contacting their Early Childhood Education Provider.

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<sup>1</sup> Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:

**EQS Security and Confidentiality Program- Policies and Procedures:**

Employee Training and Management

In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems management shall implement, maintain and enforce the following employee management and training safeguards:

- All employees and independent contractors are responsible for complying with the Early Quality Systems' Program.
- Early Quality Systems will check references of each potential employee prior to the commencement of the applicant's employment.
- Early Quality Systems will obtain a consumer report and criminal background check of each applicant prior to the commencement of the applicant's employment.
- All offers of employment shall be subject to satisfactory references and consumer/criminal report investigations.
- All new employees, and independent contractors who perform services in the Early Quality Systems, that have access to customer information will participate in the Early Quality Systems' information security training. Each person shall sign and acknowledge his or her agreement to abide by the Early Quality Systems' Program. Training will recur at least once each year, or sooner, as determined by Early Quality Systems management and as required by changes to the Program.
- Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:
  - Identifying for employees and independent contractors the types of customer information subject to protection under the Information Security Program.
  - Locking rooms and file cabinets where paper records are kept.
  - Using password-activated computer software, systems, applications or terminals or an automatic log-off function that terminates access after a short period of inactivity.
  - Using strong passwords (at least eight characters long and alpha-numeric).
  - Changing passwords periodically and maintaining the security of passwords.
  - Sending electronic information over secure channels only.
  - Appropriately disposing of paper and electronic records.
  - Other training as determined appropriate by management from time to time.
- Early Quality Systems will take appropriate steps to encourage awareness of, and compliance with the *EQS Security and Confidentiality Program*.
- All employees and independent contractors will be permitted to access customer information on a "need-to-know" basis as determined by Early Quality Systems management.
- Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by the Early Quality Systems.
- All persons who fail to comply with the *EQS Security and Confidentiality Program* shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with the Early Quality Systems. This remedy shall be expressly provided for in Dealer's agreements with such independent contractors.

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:

**EQS Security and Confidentiality Program- Policies and Procedures:**

**Employee Training and Management**

In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems management shall implement, maintain and enforce the following employee management and training safeguards:

- All employees and independent contractors are responsible for complying with the Early Quality Systems' Program.
- Early Quality Systems will check references of each potential employee prior to the commencement of the applicant's employment.
- Early Quality Systems will obtain a consumer report and criminal background check of each applicant prior to the commencement of the applicant's employment.
- All offers of employment shall be subject to satisfactory references and consumer/criminal report investigations.
- All new employees, and independent contractors who perform services in the Early Quality Systems, that have access to customer information will participate in the Early Quality Systems' information security training. Each person shall sign and acknowledge his or her agreement to abide by the Early Quality Systems' Program. Training will recur at least once each year, or sooner, as determined by Early Quality Systems management and as required by changes to the Program.
- Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:
  - Identifying for employees and independent contractors the types of customer information subject to protection under the Information Security Program.
  - Locking rooms and file cabinets where paper records are kept.
  - Using password-activated computer software, systems, applications or terminals or an automatic log-off function that terminates access after a short period of inactivity.
  - Using strong passwords (at least eight characters long and alpha-numeric).
  - Changing passwords periodically and maintaining the security of passwords.
  - Sending electronic information over secure channels only.
  - Appropriately disposing of paper and electronic records.
  - Other training as determined appropriate by management from time to time.
- Early Quality Systems will take appropriate steps to encourage awareness of, and compliance with the *EQS Security and Confidentiality Program*.
- All employees and independent contractors will be permitted to access customer information on a "need-to-know" basis as determined by Early Quality Systems management.
- Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by the Early Quality Systems.
- All persons who fail to comply with the *EQS Security and Confidentiality Program* shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with the Early Quality Systems. This remedy shall be expressly provided for in Dealer's agreements with such independent contractors.

**Information Systems:**

- In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems shall implement, maintain and enforce the following information systems safeguards:
  - All records containing customer information shall be stored and maintained in a secure area.
  - Paper records shall be stored in a room, cabinet, or other container that is locked when unattended. The *EQS Security and Confidentiality Program* Coordinator shall control access to such areas.
  - All storage areas shall be protected against destruction or potential damage from physical hazards, like fire or floods.
  - Electronic customer information shall be stored on secure servers. Access to such information shall be password controlled, and the *EQS Security and Confidentiality Program* Coordinator shall control access to such servers.
  - Customer information consisting of financial or other similar information (e.g., social security numbers, etc.) shall not be stored on any computer system with a direct Internet connection.
  - All customer information shall be backed up on a daily basis. Such back up data shall be stored in a secure location as determined by the *EQS Security and Confidentiality Program* Coordinator.
  
- All electronic transmissions of customer information, whether inbound or outbound, shall be performed on a secure basis.
  - Inbound credit card information, credit applications, or other sensitive financial data transmitted to the Early Quality Systems directly from consumers shall use a secure connection, such as a Secure Sockets Layer (SSL) or other currently accepted standard, so that the security of such information is protected in transit. Such secure transmissions shall be automatic.
  - Consumers shall be advised against transmitting sensitive data, like account numbers, via electronic mail.
  - Early Quality Systems, Inc. shall require by contract that inbound transmissions of customer information delivered to the Early Quality Systems via other sources be encrypted or otherwise secured.
  - All outbound transmissions of customer information shall be secured in a manner acceptable to the *EQS Security and Confidentiality Program* Coordinator.
  - To the extent sensitive data must be transmitted to the Early Quality Systems by electronic mail, such transmissions shall be password controlled or otherwise protected from theft or unauthorized access at the discretion of the Program Coordinator.
  - The *EQS Security and Confidentiality Program* Coordinator shall review all vendor applications to ensure an appropriate level of security both within the Early Quality Systems and with the Early Quality Systems business partner and vendors.
  
- Information stored on portable communications equipment, e.g. laptops, PDA's or other portable devices, shall be encrypted.
  
- All paper transmissions of customer information by the Early Quality Systems shall be performed on a secure basis.
  - Sensitive customer information shall be properly secured at all times.
  - Customer information delivered by the Early Quality Systems to third parties shall be kept sealed at all times.
  - Paper-based customer information shall not be left unattended at any time it is in an unsecured area.
  
- All customer information shall be disposed of in a secure manner.
  - The *EQS Security and Confidentiality Program* Coordinator shall supervise the disposal of all records containing customer information.
  - Paper based customer information shall be shredded and stored in a secure area until a disposal or recycling service picks it up. All hard drives, diskette, magnetic tapes, or any other electronic media

containing customer information shall be erased and/or destroyed prior to disposing of computers or other hardware.

- All hardware shall be effectively destroyed.
  - All customer information shall be disposed of in a secure manner after any applicable retention period.
- The *EQS Security and Confidentiality Program* Coordinator shall maintain an inventory of Early Quality Systems computers, including any handheld devices or PDAs, on or through which customer information may be stored, accessed or transmitted.
  - The *EQS Security and Confidentiality Program* Coordinator shall develop and maintain appropriate oversight or audit procedures to detect the improper disclosure or theft of customer information.
  - Information Security Policies and Procedures – Detecting, Preventing and Responding to Attacks, Intrusions or Other System Failures:

In keeping with the objectives of the Program, the Early Quality Systems shall implement, maintain and enforce the following attack and intrusion safeguards.

- The *EQS Security and Confidentiality Program* Coordinator shall ensure the Early Quality Systems has adequate procedures to address any breaches of the Early Quality Systems information safeguards that would materially impact the confidentiality and security of customer information.
- The procedures shall address the appropriate response to specific types of breaches, including hackers, general security compromises, denial of access to databases and computer systems, etc.
- The *EQS Security and Confidentiality Program* Coordinator shall utilize and maintain a working knowledge of widely available technology for the protection of customer information.
- The *EQS Security and Confidentiality Program* Coordinator shall communicate with Early Quality Systems computer vendors from time to time to ensure that the Early Quality Systems has installed the most recent patches that resolve software vulnerabilities.
- Early Quality Systems shall utilize anti-virus software that updates automatically.
- Early Quality Systems shall maintain up-to-date firewalls.
- The Program Coordinator shall manage the Early Quality Systems information security tools for employees and pass along updates about any security risks or breaches.
- The *EQS Security and Confidentiality Program* Coordinator shall establish procedures to preserve the security, confidentiality and integrity of customer information in the event of a computer or other technological failure.
- The *EQS Security and Confidentiality Program* Coordinator shall ensure that access to customer information is granted only to legitimate and valid users.
- The *EQS Security and Confidentiality Program* Coordinator shall notify customers promptly if their customer information is subject to loss, damage or unauthorized access.

**Risk Assessment:**

The *EQS Security and Confidentiality Program* Coordinator shall conduct a risk assessment to identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of customer information that could result in its unauthorized disclosure, misuse, alteration, destruction or other compromise, and assess the sufficiency of any safeguards in place to control these risks.

The risk assessment shall cover all relevant areas of the Early Quality Systems' operations, as determined by the *EQS Security and Confidentiality Program* Coordinator. At a minimum, the risk assessment shall cover the following:

- Employee training and management;

- o Information Systems, including network and software design, as well as
- o information processing, storage, transmission and disposal; and
- o Detecting, preventing and responding to attacks, intrusions or other systems failures.

Once the *EQS Security and Confidentiality Program* Coordinator has identified the reasonably foreseeable risks to the Early Quality Systems customer information, the *EQS Security and Confidentiality Program* Coordinator will determine whether the Early Quality Systems' current policies and procedures in these areas sufficiently mitigate the potential risks identified. If not, the Coordinator shall design new policies and procedures that meet the objectives of the Program. Final policies and procedures that meet the objectives of the Program shall be made part of the Program.

**Audit:**

The *EQS Security and Confidentiality Program* Coordinator shall regularly test or audit the effectiveness of the Early Quality Systems' safeguards' key controls, systems, and procedures, to ensure that all safeguards implemented as a result of the risk assessment are effective to control the risks identified in the risk assessment. The Coordinator shall revise current safeguards and/or implement new safeguards as necessary to ensure the continued viability of the Program.

**Overseeing Service Providers:**

The *EQS Security and Confidentiality Program* Coordinator shall be responsible for overseeing the Early Quality Systems service providers who handle or have access to customer information. The Program Coordinator shall take reasonable steps to select and retain service providers that are capable of maintaining safeguards to protect the specific customer information handled or accessed by each service provider that are consistent with the level of safeguards employed by the Early Quality Systems for such information.

The *EQS Security and Confidentiality Program* Coordinator shall review and approve each service provider contract prior to its execution by the Early Quality Systems to ensure that each contract contains appropriate obligations of the service provider to comply with the Early Quality Systems safeguarding requirements.

**Periodic Reevaluation of the Program**

The *EQS Security and Confidentiality Program* Coordinator shall reevaluate and modify the Program from time to time as the Program Coordinator deems appropriate. The Program Coordinator shall base such reevaluation and modification on the following:

- o The results of the Program Coordinator's testing and monitoring efforts;
- o Any material changes to the Early Quality Systems operations, business or information technology arrangements; or
- o Any other circumstances that the *EQS Security and Confidentiality Program* Coordinator knows, or has reason to know, may have a material impact of the Program.

In order to assist the *EQS Security and Confidentiality Program* Coordinator in the regard, the Early Quality Systems shall keep the *EQS Security and Confidentiality Program* Coordinator apprised of the nature and extent of all third-party relationships and any operational changes or other matters that may impact the security or integrity of the Early Quality Systems customer information.

8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure:

**Early Quality Systems, Inc. Unauthorized Disclosure of Pupil Record Data Action Plan:**

When an unauthorized disclosure of pupil record data has occurred (breach) the following steps shall be taken by the Early Quality Systems, Inc. (EQS) Program Coordinator:

- Validate the data breach. Do not assume that every identified incident is actually a breach of PII. Examine the initial information and available logs to confirm that a breach has occurred. If possible, identify the type of information disclosed and estimate the method of disclosure (internal/external disclosure, malicious attack, or accidental).
  - Begin breach response documentation and reporting process. Coordinate the flow of information to Client
  - Include representatives from EQS and Client management, information technology, legal, public affairs media relations, risk management, finance, and audit departments (and possibly HR, for internal incidents) in the incident response team.
  - Immediately determine the status of the breach (on-going, active, or post breach).
  - If the breach is active or on-going, take action to prevent further data loss by securing and blocking unauthorized access to systems/data and preserve evidence for investigation.
  - Document all mitigation efforts for later analysis.
  - Advise staff who are informed of the breach to keep breach details in confidence until notified otherwise.
  - If criminal activity is suspected, notify law enforcement and follow any applicable federal, State, or local legal requirements relating to the notification of law enforcement. (The decision to involve outside entities, including law enforcement, should generally be made in consultation with executive leadership and legal counsel.)
  - Identify all affected data, machines, and devices.
  - Conduct interviews with key personnel and document facts (if criminal activity is suspected, coordinate these interviews with law enforcement).
  - When possible, preserve evidence (backups, images, hardware, etc.) for later forensic examination.
  - Locate, obtain, and preserve (when possible) all written and electronic logs and records applicable to the breach for examination.
  - Reach out to data owners as soon as possible to notify them about the breach.
  - Foster a cooperative relationship between the incident response team and data owners.
  - Work collaboratively with data owners to secure sensitive data, mitigate the damage that may arise from the breach, and determine the root cause(s) of the breach to devise mitigating strategies and prevent future occurrences.
9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.
10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure:

**Early Quality Systems, Inc.-End of Contract Data Transfer Process:**

Early Quality Systems, Inc. provides extensive data export capabilities allowing the export of all Pinwheel data to its customer at any time. This process may be executed at the end of contract period or at any time desired.

Contract data may be downloaded by following these steps:

- Customer should first ensure that browser downloads of Pinwheel data go to a secure download environment. All Pinwheel downloads are done via SSL. Browser should be set to download on a secure/encrypted drive
- Download all data by following these steps:
  - In Pinwheel, Log on as admin user.
  - From main menu go to exports page
  - For each data item select item type (radio button) and then select export
    - Each export file will be downloaded as an excel file
- Alternatively:
  - Log on as statistical analysis user
  - Create workspace
  - Select all data files in Pinwheel
  - Download all Pinwheel files using links on Statistical Analysis Data Files
    - Each export file will be downloaded as a CSV file

11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure:

**Early Quality Systems, Inc. FERPA Policy**

The Family Educational Rights and Privacy Act, known as FERPA, protects the privacy interests of students in their education records. It controls the disclosure of a student's personally identifiable information from education records without the consent of the parent or eligible student. As part of Early Quality Systems, Inc., LLC. (EQS) Student Information System and Program Management System, agencies, and funders enter personally identifiable information about their infant, toddler, and preschool students into the Pinwheel website (Pinwheel).

EQS, through Pinwheel, supplies capabilities for the agencies and funders to use the personally identifiable information in the context of a Student Information System and Program Management System. EQS has no direct use of the personally identifiable information. The agreements between the funder and EQS meet the requirements for the consent requirement for the release of student records.

EQS agrees to only use the personally identifiable student information supplied by the agencies and funder for the specified purposes and to return or delete the personally identifiable information when the funder is no longer under contract with the EQS; in this way, the data owner retains control over its data as required under FERPA. As required under FERPA, notation is made on the student's record that their data is shared with the agency they are enrolled in and the funder; individual students have a right to request the identity of any organization with which their enrollment information was shared.

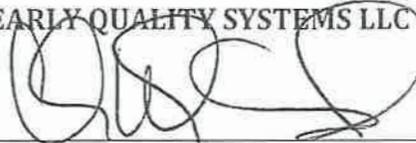
The EQS does not data-mine or commercialize information held for agencies or the funder and it does not collect any information directly from students or their parents.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

VENTURA COUNTY OFFICE OF EDUCATION

EARLY QUALITY SYSTEMS LLC

Lisa Cline



Authorized Signature

Authorized Signature

Lisa Cline, Executive Director

Claire Crandall, Director of Operations

Printed Name and Title

Printed Name and Title

Date 8-21-19

Date 6/17/2019

**California AB 1584 Compliance Checklist for  
School District/SUPERINTENDENT Technology Services Agreements**

Technology services agreements entered into, amended, or renewed by a local education agency on or after January 1, 2015 must include specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes a third-party provider to access, store and use pupil records. All of the following requirements must be included in such contracts:

- A statement that pupil records continue to be the property of and under the control of the school district;
- A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account;
- A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract;
- A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information;
- A description of the actions the third party will take—including the designation and training of responsible individuals—to ensure the security and confidentiality of pupil records;
- A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records;
- A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced (NOTE: This requirement does not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.);
- A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act; and
- A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.

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\* *References:* AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g



**RISING STARS QUALITY RATING AND IMPROVEMENT SYSTEM  
QUALITY CONTINUUM FRAMEWORK**

Tier 1 1 POINT Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
<b>CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS</b>				
<b>Child Observation</b>				
<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/ observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses valid and reliable child assessment/observation tool aligned with <i>CA Foundations &amp; Frameworks</i> twice a year	<input type="checkbox"/> DRDP (minimum twice a year) and results used to inform curriculum planning	<input type="checkbox"/> Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning
<b>Developmental and Health Screenings</b>				
<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care <i>Licensing form LIC 701 "Physician's Report - Child Care Centers"</i> ) used at entry, then: 1. Annually <b>OR</b> 2. Ensures vision and hearing screenings are conducted annually	<input type="checkbox"/> Program works with families to ensure screening of all children using a <b>valid and reliable developmental screening tool</b> at entry and as indicated by results thereafter <b>AND</b> <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the <b>ASQ</b> at entry and as indicated by results thereafter <b>AND</b> <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the <b>ASQ &amp; ASQ-SE</b> , if indicated, at entry, annually, and then as indicated by results thereafter <b>AND</b> <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate <b>AND</b> <input type="checkbox"/> Meets Criteria from point level 2
<b>CORE II: TEACHERS AND TEACHING</b>				
<b>Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH)</b>				
<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> 24 units of ECE/CD <b>or</b> Associate Teacher Permit <input type="checkbox"/> <b>FCCH:</b> 12 units of ECE/CD <b>or</b> Associate Teacher Permit	<input type="checkbox"/> 24 units of ECE and 16 units of General Education <b>or</b> Teacher Permits <b>AND</b> <input type="checkbox"/> 21 hours professional development (PD) annually	<input type="checkbox"/> Associate's degree (AA/AS) in ECE/CD (or closely related field) OR AA/AS in any field plus 24 units of ECE/CD <b>or</b> Site Supervisor Permit <b>AND</b> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) with 24+ units of ECE/CD or master's degree in ECE/CD <b>or</b> Program Director Permit <b>AND</b> <input type="checkbox"/> 21 hours PD annually

<sup>1</sup>Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

<sup>1</sup> Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015  
VCOE Rev. 5.8.2017; Effective July 1, 2017



Tier 1 1 POINT Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
<b>Effective Teacher-Child Interactions: CLASS Assessments</b> (*Use tool for appropriate age group as available)				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS (e.g., 2-hour Overview training) for appropriate age group as available by one representative from the site (on-line or face-to-face via facilitator)	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: <b>Pre-K</b> <ul style="list-style-type: none"> <li>▪ Emotional Support - 5</li> <li>▪ Classroom Organization – 5</li> <li>▪ Instructional Support –3</li> </ul> <b>Toddler</b> <ul style="list-style-type: none"> <li>▪ Emotional &amp; Behavioral Support – 5</li> <li>▪ Engaged Support for Learning – 3.5</li> </ul> <b>Infant</b> <ul style="list-style-type: none"> <li>▪ Responsive Caregiving – 5.0</li> </ul>	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: <b>Pre-K</b> <ul style="list-style-type: none"> <li>▪ Emotional Support – 5.5</li> <li>▪ Classroom Organization – 5.5</li> <li>▪ Instructional Support – 3.5</li> </ul> <b>Toddler</b> <ul style="list-style-type: none"> <li>▪ Emotional &amp; Behavioral Support – 5.5</li> <li>▪ Engaged Support for Learning – 4</li> </ul> <b>Infant</b> <ul style="list-style-type: none"> <li>▪ Responsive Caregiving – 5.5</li> </ul>
<b>CORE III: PROGRAM AND ENVIRONMENT – Administration and Leadership</b>				
<b>Ratios and Group Size</b> (Centers Only beyond licensing regulations)				
<input type="checkbox"/> Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:6 Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations (excluded from point values in ratio and group size)	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler– 3:12 Toddler – 2:12 Preschool– 2:24	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:12 or 2:8 Toddler – 2:10 Preschool – 3:24 or 2:20	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio and group size of no more than 20
<b>Program Environment Rating Scale(s)</b> (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5 <b>OR</b> Current National Accreditation approved by the California Department of Education

<sup>1</sup>Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

<sup>1</sup> Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015

VCOE Rev. 5.8.2017; Effective July 1, 2017



Tier 1 1 POINT Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
<b>Effective Teacher-Child Interactions: CLASS Assessments</b> (*Use tool for appropriate age group as available)				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS (e.g., 2-hour Overview training) for appropriate age group as available by one representative from the site (on-line or face-to-face via facilitator)	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's development/improvement plan	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: <b>Pre-K</b> <ul style="list-style-type: none"> <li>▪ Emotional Support - 5</li> <li>▪ Classroom Organization – 5</li> <li>▪ Instructional Support –3</li> </ul> <b>Toddler</b> <ul style="list-style-type: none"> <li>▪ Emotional &amp; Behavioral Support – 5</li> <li>▪ Engaged Support for Learning – 3.5</li> </ul> <b>Infant</b> <ul style="list-style-type: none"> <li>▪ Responsive Caregiving – 5.0</li> </ul>	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores:  <b>Pre-K</b> <ul style="list-style-type: none"> <li>▪ Emotional Support – 5.5</li> <li>▪ Classroom Organization – 5.5</li> <li>▪ Instructional Support – 3.5</li> </ul> <b>Toddler</b> <ul style="list-style-type: none"> <li>▪ Emotional &amp; Behavioral Support – 5.5</li> <li>▪ Engaged Support for Learning – 4</li> </ul> <b>Infant</b> <ul style="list-style-type: none"> <li>▪ Responsive Caregiving – 5.5</li> </ul>
<b>CORE III: PROGRAM AND ENVIRONMENT – Administration and Leadership</b>				
<b>Ratios and Group Size</b> (Centers Only beyond licensing regulations)				
<input type="checkbox"/> Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:6 Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations (excluded from point values in ratio and group size)	<input type="checkbox"/> Center - Ratio: Group Size  Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	<input type="checkbox"/> Center - Ratio: Group Size  Infant/Toddler– 3:12 Toddler – 2:12 Preschool– 2:24	<input type="checkbox"/> Center - Ratio: Group Size  Infant/Toddler – 3:12 or 2:8 Toddler – 2:10 Preschool – 3:24 or 2:20	<input type="checkbox"/> Center - Ratio: Group Size  Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio and group size of no more than 20
<b>Program Environment Rating Scale(s)</b> (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5  <b>OR</b> Current National Accreditation approved by the California Department of Education

<sup>1</sup>Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

<sup>1</sup> Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015



Tier 1 1 POINT Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
<b>Director Qualifications (Centers Only)</b>				
<input type="checkbox"/> 12 units core ECE (early childhood education, child development, family/consumer studies, or related field), 3 units management/administration	<input type="checkbox"/> 24 units core ECE, 16 units General Education, 3 units management/administration <u>or</u> Master Teacher Permit	<input type="checkbox"/> Associate's degree with 24 units core ECE, 6 units management/administration, 2 units supervision <u>or</u> Site Supervisor Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree with 24 units core ECE, 8 units management/administration <u>or</u> Program Director Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Master's degree with 24 units core ECE including specialized courses, 8 units management/administration, <u>or</u> Administrative Credential <u>AND</u> <input type="checkbox"/> 21 hours PD annually

TOTAL POINT RANGES					
Program Type	Common-Tier 1	Local-Tier 2 <sup>1</sup>	Common-Tier 3	Common-Tier 4	Local-Tier 5 <sup>2</sup>
<b>Centers</b> 7 Elements for 35 points	<b>Blocked (7 Points) –</b> Must Meet All Elements	Point Range 8 to 19	Point Range 20 to 25	Point Range 26 to 31	Point Range 32 and above
<b>FCCHs</b> 5 Elements for 25 points	<b>Blocked (5 Points) –</b> Must Meet All Elements	Point Range 6 to 13	Point Range 14 to 17	Point Range 18 to 21	Point Range 22 and above
<b>Additional Local Tier Requirement(s)</b>					<input type="checkbox"/> All teachers complete training on Foundations and Framework, (Overview <u>and</u> Volume 1 for preschool <u>or</u> Overview and all domains for infant/toddler teachers)*  *All teachers who have been on staff for a minimum of 6 months and who have responsibility for instruction and child assessments.

<sup>1</sup>Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

<sup>1</sup> Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015  
VCOE Rev. 5.8.2017; Effective July 1, 2017



## Quality Counts California Guidelines for Observation Notices

### What are Observation Notices and why are they used?

The *Observation Notice for Teachers* and *Observation Notice for Parents* provide information about research activities to Quality Counts California (QCC) participants. The notices explain observation activities, what it means to participate, restate the First 5 California (F5CA) *Data Ethics Policy*, and provide contact information for QCC staff and the Committee for the Protection of Human Subjects (CPHS). All teachers and parents of children in classrooms receiving Classroom Assessment Scoring System® (CLASS®) or Environment Rating Scales (ERS) observations must be notified and have an opportunity to ask questions.

### Do CLASS® or ERS observations also require consent forms?

No, because Observation Notices are provided, consent forms are not required from teachers or parents/guardians.

### When should Observation Notices be used?

Observation Notices should be used if the following statements apply at a QCC site:

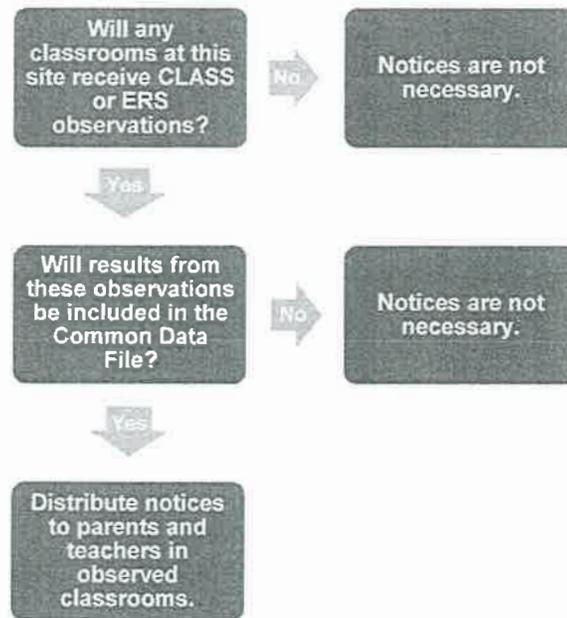
- CLASS® or ERS observations take place in a site receiving First 5 IMPACT or California Department of Education (CDE) Block Grant funds.
- Results from any CLASS® or ERS observations will be included in the Common Data File you submit to F5CA and the CDE.

The key principle is that the notices be read by teachers and parents of children who will receive a classroom observation through QCC. After identifying appropriate classrooms with the following decision map:

- *Observation Notice for Teachers* must be posted in the classroom or provided individually to teaching staff.
- *Observation Notice for Parents* should be posted in a conspicuous place in or near classrooms (e.g., door of the classroom) and should clearly identify the classroom receiving the observation. Teachers also may distribute Observation Notices directly to parents.



The decision map below will help you determine whether or not to notify teachers and parents of scheduled classroom observations.



### Whom do I contact if I have questions about the purpose of Observation Notices?

If you have questions about QCC's evaluation of early learning quality, please contact Gretchen Williams at (916) 263-5341 or [gwilliams@ccfc.ca.gov](mailto:gwilliams@ccfc.ca.gov). If you have any questions or concerns about the rights of research subjects, you can contact CPHS at (916) 326-3660 or [cphs-mail@oshpd.ca.gov](mailto:cphs-mail@oshpd.ca.gov). The website for QCC is <https://qualitycountscalifornia.net>.



## Quality Counts California Observation Notice for Parents

Dear Parent or Guardian:

### **Your child's classroom or care setting has been selected for observation.**

Quality Counts California (QCC) is committed to improving the quality of early care and education in California. QCC is evaluating the quality of your child's preschool or care setting. The information helps teachers learn more about what children need in order to grow and learn in school and how to make classrooms better. The observation is part of an evaluation of QCC and not an evaluation about individual teachers or children.

### **What does it mean for my child's classroom or care setting to be observed?**

Trained observers will visit your child's classroom to observe how your child's teachers interact with your child and other students and how your child's classroom is organized. Observers will assess the quality of your child's classroom based on what they see. This information will help improve future QCC programs. Only authorized individuals will have access to this information. No personal information will be collected about you or your child as part of this observation. You and/or your child will not be compensated for participating in this observation.

### **Whom do I contact if I have questions about the purpose of these observations?**

If you have any questions about QCC's evaluation of early learning quality, please contact Gretchen Williams at (916) 263-5341 or [gwilliams@ccfc.ca.gov](mailto:gwilliams@ccfc.ca.gov). If you have any questions or concerns about your rights as a research subject, you can contact the state Committee for the Protection of Human Subjects at (916) 326-3660 or [cphs-mail@oshpd.ca.gov](mailto:cphs-mail@oshpd.ca.gov). The website for QCC is <https://qualitycountsca.net>.



## Quality Counts California Aviso de Observación Para Padres

Estimado Padre o Tutor:

**El salón de clase o sitio de cuidado infantil de su hijo ha sido seleccionado para una observación.**

Quality Counts California se compromete a mejorar la calidad del cuidado y educación temprana en California. Quality Counts California está evaluando la calidad del sitio preescolar o cuidado de su hijo. La información ayudará a los maestros aprender más sobre lo que los niños necesitan para crecer y aprender en la escuela y cómo mejorar los salones de clase. La observación es parte de una evaluación del programa Quality Counts California y no sirve como una evaluación individual de maestros o niños.

### **¿Qué significa ser observado el salón o sitio de cuidado infantil de mi hijo?**

Observadores capacitados visitarán el salón de su hijo para observar cómo interactúan los maestros con su hijo y los otros estudiantes y cómo está organizado el salón de clase de su hijo. Los observadores evaluarán la calidad del salón de clase de su hijo basado en lo que ellos ven. Esta información ayudará a mejorar programas futuros de Quality Counts California. Sólo las personas autorizadas tendrán acceso a esta información. No se recogerá ninguna información personal sobre usted o su hijo como parte de esta observación. Usted y/o su niño no serán compensados por participar en esta evaluación.

### **¿A quién contacto si tengo preguntas sobre el propósito de estas observaciones?**

Si usted tiene alguna pregunta sobre la evaluación de Quality Counts California en cuanto a la calidad del aprendizaje temprana, favor de contactar a Gretchen Williams al (916) 263-5341 o correo electrónico a [gwilliams@ccfc.ca.gov](mailto:gwilliams@ccfc.ca.gov). Si usted tiene alguna pregunta o inquietud acerca sus derechos como sujeto del estudio, puede comunicarse con el Comité de Protección de Sujetos Humanos (Committee for the Protection of Human Subjects) al número telefónico (916) 326-3660 o correo electrónico a [cphs-mail@oshpd.ca.gov](mailto:cphs-mail@oshpd.ca.gov). El sitio web de Quality Counts California es <https://qualitycountscsca.net>.



## Quality Counts California Observation Notice for Teachers

Dear Teacher:

**Your classroom or care setting has been selected to be observed as part of quality improvement efforts.**

First 5 California (F5CA) and the California Department of Education (CDE) are committed to improving the quality of early care and education in California and are evaluating quality improvement efforts at your school or child care setting. Observations in the classroom or care setting will help F5CA and CDE learn more about what children need in order to grow and learn in school as well as how to make classrooms better. The observation is part of an evaluation of Quality Counts California (QCC) and not an evaluation about individual teachers or children.

### **What does it mean for me to participate?**

Trained observers will visit your classroom to observe how you interact with children and how your classroom or care setting is organized. Other researchers will summarize those observations to describe the quality of early care and education at your school or care setting. The information you provide will help improve future QCC programs. Only authorized individuals will have access to information you provide. Personal information about you will never be used in a way that could identify you in evaluation reports. You will not be compensated for participating in this observation.

### **Data Ethics Policy**

It is the strict policy of F5CA and the CDE that data collected for this evaluation may not be used for individual performance review, promotion, discipline, or retention decisions related to teachers, assistants, or other classroom staff. If you feel any information collected for this evaluation is used in violation of this policy, or if you have any other questions, please contact Gretchen Williams at (916) 263-5341 or [gwilliams@ccfc.ca.gov](mailto:gwilliams@ccfc.ca.gov).



**Whom do I contact if I have questions about the purpose of these observations?**

If you have any questions about QCC's evaluation of early learning quality, please contact Gretchen Williams at (916) 263-5341 or [gwilliams@ccfc.ca.gov](mailto:gwilliams@ccfc.ca.gov).

If you have any questions or concerns about your rights as a research subject, you can contact the state Committee for the Protection of Human Subjects at (916) 326-3660 or [cphs-mail@oshpd.ca.gov](mailto:cphs-mail@oshpd.ca.gov).

The website for Quality Counts California is <https://qualitycountscalifornia.net>.



## **Quality Counts California**

### **Aviso de Observación para Maestros**

Estimado Maestro(a):

**Su salón de clase o sitio de cuidado infantil ha sido seleccionado para ser observado como parte de los esfuerzos de mejoramiento de calidad apoyado por Quality Counts California.**

Primeros 5 California y el Departamento de Educación de California se comprometen a mejorar la calidad del cuidado y la educación temprana en California. Quality Counts California está evaluando los esfuerzos de mejoramiento de la calidad en su escuela o establecimiento de cuidado infantil. Observaciones en el salón de clase o sitio de cuidado ayudará a aprender más sobre lo que los niños necesitan para crecer y aprender en la escuela y también como mejorar los salones de clase. La observación es parte de una evaluación del programa Quality Counts California y no sirve como una evaluación individual de algún maestro o niño.

#### **¿Qué significa participar para mí?**

Observadores capacitados visitarán su salón de clase para observar cómo interactúa usted con los niños y cómo esta organizada su salón de clase o sitio de cuidados. Otros investigadores resumirán esas observaciones para describir la calidad de cuidado y educación temprana en su escuela o sitio de cuidados. La información que usted proporciona contribuirá a mejorar programas futuros de Quality Counts California. Sólo las personas autorizadas tendrán acceso a la información que usted proporciona. Nunca se utilizará su información personal en alguna manera que podría identificarlo en los informes de evaluación. Usted no será compensado por participar en esta observación.



## **Política de Ética de Datos**

Es la política enfática de Primeros 5 California y el Departamento de Educación de California que los datos recogidos en esta evaluación no pueden ser utilizados para la revisión del desempeño individual, promoción, disciplina, o por decisiones relacionadas con la retención de los maestros, ayudantes o personal de aprendizaje. Si usted mantiene inquietudes sobre el uso inapropiado de los datos de evaluación, o si tiene alguna otra pregunta, favor de contactar a Gretchen Williams al número telefónico (916) 263-5341 o correo electrónico a [qwilliams@ccfc.ca.gov](mailto:qwilliams@ccfc.ca.gov).

## **¿A quién contacto si tengo preguntas sobre el propósito de estas observaciones?**

Si usted tiene alguna pregunta sobre la evaluación de Quality Counts California en cuanto a la calidad del aprendizaje temprana, favor de contactar a Gretchen Williams al (916) 263-5341 o correo electrónico a [qwilliams@ccfc.ca.gov](mailto:qwilliams@ccfc.ca.gov).

Si usted tiene alguna pregunta o inquietud acerca de sus derechos como sujeto del estudio, puede comunicarse con el Comité de Protección de Sujetos Humanos (Committee for the Protection of Human Subjects) al número telefónico (916) 326-3660 o correo electrónico a [cphs-mail@oshpd.ca.gov](mailto:cphs-mail@oshpd.ca.gov).

El sitio web de Quality Counts California es <https://qualitycountscalifornia.net>.

662

NAME of Contractor			
E-MAIL SIGNED HARDCOPY & EXCEL VERSION TO THE LEA	Site Block Grant Spending Reporting Form		
Considering the Site QRIS Block Grant received, please indicate how much was spent in the corresponding categories.	CSPP Site Block Grant funds	CMIG Site Block Grant funds (If applicable)	Total amount spent (Columns B+ C)
<b>1000 Certified Salaries</b>			
Increase in salaries	\$ -	\$ -	\$ -
Release Time/Substitutes	\$ -	\$ -	\$ -
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Professional Development/coursework reimbursement	\$ -	\$ -	\$ -
Additional staff to reduce adult: child ratios	\$ -	\$ -	\$ -
Additional staff to cover time for PLC/completing ASQs or other assessments	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>2000 Classified Salaries</b>			
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>3000 Benefits</b>			
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>4000 Supplies</b>			
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>5000 Travel/Equipment/Contractual</b>			
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Workshop conference/registration fee	\$ -	\$ -	\$ -
Incentives/Teacher stipends	\$ -	\$ -	\$ -
Contracted/Purchased Professional Development Services	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Spending Categories not mentioned (please specify):</b>			
Non-reimbursable bonuses	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

CERTIFICATION- I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.

Signature of Contractor (Original signature only)	Date
Name and Title (Please Print) :	
Fiscal Contact Name and Title	Date

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-164 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna/Madden)**

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Oxnard School District will provide services for Fillmore Unified School District student #JC111411 for the 2019-2020 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

**FISCAL IMPACT:**

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days:                      \$33,571.23 - \$10,598.00 (\*ADA) = \$22,973.23

Extended School Yr. (ESY):                              \$128.00 per diem x 20 days = \$2,560.00

Transportation:    Responsibility of District of Residence

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

Grand Total:    \$25,533.23

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-164 with Fillmore Unified School District.

**ADDITIONAL MATERIALS:**

**Attached: [Agreement #19-164 - Fillmore Unified School District \(3 Pages\)](#)**



# INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-21-19 is made by and between the Oxnard School District and the Fillmore Unified School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **JC111411**, a Special Education pupil (“Student”) who is a resident of Fillmore School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. FILLMORE UNIFIED SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2019-2020 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$33,571.23** (\*Does not include a one-time **\$1,700 per student cost for Personal Equipment Setup as this was already contributed in 2016-2017 for above named student.**)

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

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

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

- Speech 60 minutes per week: \$101.00 per hour
- Counseling Services: \$105.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$101.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$107.00 per hour
- ESY Rate: \$128.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ \_\_\_\_\_

**Student: JC111411**

Services:

Base Rate for 180 days: **\$33,571.23** – 10,598.00 = \$22,973.23  
 Extended School Yr. (ESY): \$128.00 per diem x 20 days = \$2,560.00

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

FISCAL YEAR-*based on IEP date*: CURRENT: 2019-2020 UPCOMING: 2020-2021

Total: **\$25,533.23**

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

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

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

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

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

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

4. The term of this Agreement shall begin 2019-2020 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Fillmore Unified School District**

**Oxnard School District**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Total Cost: \$25,533.23**

**SCOPE OF SERVICES**

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

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-165 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Madden)**

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Oxnard School District will provide services for Hueneme School District student #SG092208 for the 2019-2020 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

**FISCAL IMPACT:**

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days:                      \$33,571.23 - \$10,598.00 (\*ADA) = \$22,973.23

Extended School Yr. (ESY):                              \$128.00 per diem x 20 days = \$2,560.00

Transportation:    Responsibility of District of Residence

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

Grand Total:    \$25,533.23

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-165 with Hueneme School District.

**ADDITIONAL MATERIALS:**

**Attached: [Agreement #19-165 - Hueneme School District \(3 Pages\)](#)**



## INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 08-21-19 is made by and between the Oxnard School District and the Hueneme School District ("District of Residence").

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for, **SG092208**, a Special Education pupil ("Student") who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student's individualized education program ("IEP").
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2019-2020 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$33,571.23 (**\*Does not include a one-time \$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2016-2017 for above named student.**)

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

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

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

- Speech 60 minutes per week: \$101.00 per hour
- Counseling Services: \$105.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$101.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$107.00 per hour
- ESY Rate: \$128.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ \_\_\_\_\_

**Student: SG092208**

Services:

Prorated Base Rate for 169 days: \$33,571.23 – \$10,598.00 (ADA) = \$22,973.00

Extended School Yr. (ESY): \$128.00 per diem x 20 days = \$2,560.00

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

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

UPCOMING: 2020-2021

Total: **\$25,533.23**

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

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

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

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

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

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

4. The term of this Agreement shall begin 2019-2020 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Hueneme School District**

**Oxnard School District**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Total Cost: \$25,533.23**

### **SCOPE OF SERVICES**

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

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-166 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Madden)**

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Oxnard School District will provide services for Hueneme School District student #EG082714 for the 2019-2020 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

**FISCAL IMPACT:**

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days:                      \$33,571.23 - \$10,598.00 (\*ADA) = \$22,973.23

Extended School Yr. (ESY):                              \$128.00 per diem x 20 days = \$2,560.00

Transportation:    Responsibility of District of Residence

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

Grand Total:    \$25,533.23

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-166 with Hueneme School District.

**ADDITIONAL MATERIALS:**

**Attached: [Agreement #19-166 - Hueneme School District \(3 Pages\)](#)**



# INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 08-21-19 is made by and between the Oxnard School District and the Hueneme School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **EG082714**, a Special Education pupil (“Student”) who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2019-2020 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$33,571.23 (\*Does not include a one-time \$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2016-2017 for above named student).**

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

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

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

- Speech 60 minutes per week: \$101.00 per hour
- Counseling Services: \$105.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$101.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$107.00 per hour
- ESY Rate: \$128.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ \_\_\_\_\_

**Student: EG082714**

Services:

Base Rate for 180 days: \$33,571.23- \$10,598.00 (ADA) = \$22,973.00  
 Extended School Yr. (ESY): \$128.00 per diem x 20 days = \$2,560.00

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

FISCAL YEAR-based on IEP date: CURRENT: 2019-2020 UPCOMING: 2020-2021

Total: **\$25,533.23**

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

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

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

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

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

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

4. The term of this Agreement shall begin **2019-2020** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Hueneme School District**

**Oxnard School District**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Total Cost: \$25,533.23**

**SCOPE OF SERVICES**

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

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-167 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Madden)**

---

Oxnard School District will provide services for Hueneme School District student #SM081713 for the 2019-2020 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

**FISCAL IMPACT:**

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days:                      \$33,571.23 - \$10,598.00 (\*ADA) = \$22,973.23

Extended School Yr. (ESY):                              \$128.00 per diem x 20 days = \$2,560.00

Transportation:    Responsibility of District of Residence

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

Grand Total:    \$25,533.23

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-167 with Hueneme School District.

**ADDITIONAL MATERIALS:**

**Attached: [Agreement #19-167 - Hueneme School District \(3 Pages\)](#)**



# INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-21-19 is made by and between the Oxnard School District and the Hueneme School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **SM081713**, a Special Education pupil (“Student”) who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2019-2020 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$33,571.23 (\* **Does not include a one-time \$1,700.00 per student cost for Personal Equipment Setup, as this was contributed in 2016-2017 for the above named student**).

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

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

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

- Speech 60 minutes per week: \$101.00 per hour
- Counseling Services: \$105.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$101.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$107.00 per hour
- ESY Rate: \$128.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ \_\_\_\_\_

**Student: SM081713**

Services:

Base Rate for 180 days: \$33,571.23 – \$10,598.00 (ADA) = \$22, 973.00  
 Extended School Yr. (ESY): \$128.00 per diem x 20 days = \$2,560.00

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

FISCAL YEAR-*based on IEP date:* CURRENT: 2019-2020 UPCOMING: 2020-2021

Total: **\$25,533.23**

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

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

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

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of **813**

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

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

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

4. The term of this Agreement shall begin **2019-2020** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Hueneme School District**

**Oxnard School District**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Total Cost: \$25,533.23**

**SCOPE OF SERVICES**

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

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-168 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Madden)**

---

Oxnard School District will provide services for Hueneme School District student #VN042612 for the 2019-2020 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

**FISCAL IMPACT:**

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days:                      \$33,571.23 - \$10,598.00 (\*ADA) = \$22,973.23

Extended School Yr. (ESY):                              \$128.00 per diem x 20 days = \$2,560.00

Transportation:    Responsibility of District of Residence

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

Grand Total:    \$25,533.23

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-168 with Hueneme School District.

**ADDITIONAL MATERIALS:**

**Attached: [Agreement #19-168 - Hueneme School District \(3 Pages\)](#)**



# INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-21-19 is made by and between the Oxnard School District and the Hueneme School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **VN042612**, a Special Education pupil (“Student”) who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2019-2020 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$33,571.23 (\* **Does not include a one-time \$1,700.00 per student cost for Personal Equipment Setup, as this was contributed in 2016-2017 for the above named student).**

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

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

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

- Speech 60 minutes per week: \$101.00 per hour
- Counseling Services: \$105.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$101.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$107.00 per hour
- ESY Rate: \$128.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ \_\_\_\_\_

**Student: VN042612**

Services:

Base Rate for 180 days: \$33,571.23 – \$10, 598.00 (ADA) = \$22,973.23  
 Extended School Yr. (ESY): \$128 per diem x 20 days = \$2,560.00

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

FISCAL YEAR-*based on IEP date:* CURRENT: 2019-2020 UPCOMING: 2020-2021

Total: **\$25,533.23**

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

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

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

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of **817**

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

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

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

4. The term of this Agreement shall begin **2019-2020** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Hueneme School District**

**Oxnard School District**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Total Cost: \$25,533.23**

**SCOPE OF SERVICES**

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

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-169 – Ocean View School District for Oxnard School District to provide DHH Services (DeGenna/Madden)**

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Oxnard School District will provide services for Ocean View School District student #AA080514 for the 2019-2020 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

**FISCAL IMPACT:**

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days:                      \$33,571.23 - \$10,598.00 (\*ADA) = \$22,973.23

Extended School Yr. (ESY):                              \$128.00 per diem x 20 days = \$2,560.00

Transportation:    Responsibility of District of Residence

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

Grand Total:    \$25,533.23

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-169 with Ocean View School District.

**ADDITIONAL MATERIALS:**

**Attached: [Agreement #19-169 - Ocean View School District \(3 Pages\)](#)**



# INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 08-21-19 is made by and between the Oxnard School District and the Ocean View School District ("District of Residence").

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

Authorized exceptional service(s) shall consist of:

2019-2020 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$33,571.23** (\* Does not include a one-time \$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2018-2019 for above named student).

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

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

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

- Speech 60 minutes per week: \$101.00 per hour
- Counseling Services: \$105.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$101.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$107.00 per hour
- ESY Rate: \$128.00 per diem
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ \_\_\_\_\_

**Student: AA080514**

Services:

Base Rate for 180 days: \$33,571.23 - \$ 10,598.00 (ADA) = \$22,973.23

Extended School Yr. (ESY): 128.00 per diem x 20 days = \$2,560.00

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

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

UPCOMING: 2020-2021

Total: **\$25,533.23**

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

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

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

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

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

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

4. The term of this Agreement shall begin 2019-2020 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

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

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

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

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

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

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

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

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

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

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to

indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

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

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

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

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

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

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

**Ocean View School District:**

**Oxnard School District:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

Lisa A. Franz, Director, Purchasing  
\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Total Cost: \$25,533.23**

**SCOPE OF SERVICES**

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

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-170 – Casa Pacifica School (DeGenna/Madden)**

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Requesting ratification for Non-Public School (NPS) services for Student FS081505, for the 2019-2020 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

**FISCAL IMPACT:**

Tuition: \$185.00 per diem x 166 days = \$30,710.00 (Including 20 days of Extended School Year)

Transportation: \$52 Round trip daily rate, for 166 days = \$8,632.00

Grand Total: \$39,342.00 to be paid out of Special Education funds.

**RECOMMENDATION:**

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-170 with Casa Pacifica School.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-170 - Casa Pacifica School \(4 Pages\)](#)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #19-170

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of December 2019, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

### WITNESSETH:

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

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

**Student: FS081505**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2019-2020** school year at a daily rate of \$185.00 for 166 days; this includes 20 days of extended school year through July 12, 2020, and \$52 daily rate for round trip transportation, services not to exceed **\$39,342.00**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #19-170

Page 2

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$39,342.00** for **Student: FS081505**

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #19-170

Page 3

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

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

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

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



# OXNARD SCHOOL DISTRICT

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AGREEMENT #19-170

Page 4

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing  
Oxnard School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carlye Garcia, Contracts Manager  
Casa Pacifica School, Nonpublic, Nonsectarian School

**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Personnel Agreement

**Ratification of Agreement #19-172 – Loma Linda University (Vaca/Bond)**

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This agreement between Oxnard School District and Loma Linda University will provide practice teaching experiences through direct teaching to students enrolled in teacher education curricula.

The partnership will deliver services in support of the programs that meet the regulations and standards of the California Commission on Teacher Credentialing (CCTC).

Term of Agreement: August 1, 2019 through July 31, 2020

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is recommended by the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #19-172 with Loma Linda University.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-172 - Loma Linda University \(11 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)

**CONTRACT FOR EDUCATIONAL AND INSTRUCTIONAL PROGRAMS**

**BETWEEN**

**LOMA LINDA UNIVERSITY**

**AND**

**OXNARD SCHOOL DISTRICT**

**THIS AGREEMENT**, made by and between **LOMA LINDA UNIVERSITY**, hereinafter called "the University" and **OXNARD SCHOOL DISTRICT**, hereinafter called "the Facility."

**WITNESSETH**

**THAT WHEREAS** the University has established approved Educational Programs of special training covered by this Agreement and set forth in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "the Program"; and

**WHEREAS** the Program requires facilities where students can obtain the field learning experience required in the curriculum; and

**WHEREAS** the Facility has the appropriate setting and equipment needed by Program trainees as part of their practical learning experience;

**NOW THEREFORE** in consideration of the foregoing and of the mutual promises set forth herein, the University and the Facility agree as follows:

**1. RESPONSIBILITIES OF THE FACILITY**

1.1 The Facility will provide suitable experience situations as prescribed by the Program curriculum and objectives to be provided by the University under paragraph 2.3 below. It is understood that in no case shall students replace regular staff.

1.2 The Facility will designate appropriate personnel to coordinate and supervise the student's learning experience in the Program. This will involve planning between responsible University faculty and designated Facility personnel for the assignment of students to specific cases and experiences, including selected conferences,

work experiences, courses and programs conducted under the aegis of the Facility. The Facility will designate and submit in writing to the University the name and professional and academic credentials of a person to be responsible for the field training. That person will be known as the Education Supervisor. The Facility will notify the University in writing of any change or proposed change of the Education Supervisor.

1.3 The Facility will permit, on reasonable request, the inspection of its facilities by agencies charged with responsibility for accreditation of the University.

1.4 The Facility will withdraw a Program student if: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at the Facility, or (b) the behavior of the student fails to conform to the applicable policies, procedures or regulations of the Facility. The Facility will reasonably assist the University, if necessary, in implementing this withdrawal. In such event, said student's participation in the learning experience at the Facility shall immediately cease.

1.5 The Facility reserves the right, exercisable in its discretion after consultation with the University, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of the said Facility.

1.6 The Facility shall provide all equipment and supplies needed for instruction at the Facility. The student's name/identification badge shall be provided by the University. Such equipment and supplies will be subject to its availability.

1.7 The Facility may arrange necessary emergency care or first aid required by an accident occurring at the Facility for a University participant under this program and, except as herein provided, Facility will have no obligation to furnish medical care to any student. The cost for any and all medical care provided shall be borne by the University participant (student or faculty).

1.8 The Facility will provide the University with a copy of the written policies, procedures and regulations which will govern the student's activities while at the

Facility.

1.9 The Facility will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the University on forms provided by the University.

## **2. RESPONSIBILITIES OF THE UNIVERSITY**

2.1 The University will withdraw a student from the related program at the Facility upon notice as set forth in paragraph 1.5.

2.2 It shall be the responsibility of the Academic Coordinator of the Education Program, after consultation with the Facility, to help plan the educational program for student educational experiences.

2.3 The University will provide the Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at the Facility.

2.4 The University will require all students to abide by the policies and procedures of the Facility while using its facilities and while at Facility. University students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the Facility.

2.5 The University assures that all students are covered by health and liability insurance as set forth in paragraph 5. below.

2.6 The University will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The University will agree that each student participating in Allied Health Programs shall be subject to criminal background check and drug/alcohol screening policy in effect at Facility during the time of the educational experience. Criminal activity disclosure and/or positive drug test results shall be submitted to the University Program Director for action according to University Policy.

2.8 The University will ensure that, prior to placement, each student will be skin tested for tuberculosis with the PPD test. University will determine frequency of

retesting for student(s) based on University Protocol and Guidelines.

2.9 The University will ensure that, prior to placement, each student will provide to University documentation of required immunization (s) as follows: (a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; and d) Ruboela (2MMRs).

2.10 The University will provide to Facility a copy of a personal information sheet and a set of fingerprints for students if requested to do so by the Facility.

### **3. RESERVATION OF RIGHTS; PLACEMENT**

The University reserves the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

### **4. DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED**

Recognizing that the specific nature of the educational experience may vary, it is agreed by the University and the Facility upon execution of this Agreement and within the scope of its provisions, the University departments may develop letter agreements with their counterparts in the Facility to formalize operational details of the Educational Program.

### **5. UNIVERSITY INSURANCE AND INDEMNIFICATION**

The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

- A. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. Workers' Compensation coverage covering University's full liability as required under applicable state law.
- C. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other

insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 5.A. and B. shall not in any way limit the liability of University.

The University, upon the execution of this Agreement, shall furnish Facility with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to Facility of any cancellation of the above coverage.

The University hereby agrees to defend, indemnify, and save harmless the Facility from any liability, expense, causes of action, suits, claims, judgments or damages the Facility may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the act, failure to act or the negligence of the University, its employees, students, or authorized agents. The Facility agrees to give the University notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

## **6. FACILITY INSURANCE AND INDEMNIFICATION**

The Facility shall provide at its sole cost and expense, coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and or self-insurance as follows:

- A. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. Workers' Compensation coverage covering Facility's full liability as required under applicable state law.

It should be expressly understood, however, that the coverage required under this Section 6.A. and B. shall not in any way limit the liability of Facility.

The Facility, upon the execution of this Agreement, shall furnish University with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to University of any

cancellation of the above coverage.

The Facility hereby agrees to defend, indemnify, and save harmless the University from any liability or damage the University may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the negligence of the Facility, its employees, or authorized agents. The University agrees to give the Facility notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

## **7. NONDISCRIMINATION**

The Facility and the University agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap. In addition, each party shall comply with all applicable federal, state and local discrimination laws including but not limited to the Civil Rights Act of 1964, the Equal Pay Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. In addition, either party shall comply with all requirements of any applicable affirmative action laws, including but not limited to Executive Order 11246. The Facility understands that the University is a religious nonprofit corporation and holds various rights, privileges and exemptions under federal and state constitutions and laws as an educational institution, including but not limited to 42 USC secs. 2000e-1, 2000e-2; Federal Executive Order 11246 (as amended); 41 CFR secs. 60-1.5(a)(5); 20 USC sec. 1681(a)(3); 34 CFR secs. 106.12(a) (b), 106.21, 106.31, 106.39, 106.40, 106.51 and 106.57; California Government Code sec. 12926(d)(1); and Title II, Division 4, Chapter 2, Sec. 7286.5 of the California Code of Regulations, the First Amendment to the United States Constitution and Article I, sec. 4 of the California Constitution. The University does not waive any of the foregoing rights, privileges, and exemptions by entering this Agreement.

## **8. TERMINATION**

This Agreement will be effective on the last date of signature and shall continue for a period of five (5) years. Either party may terminate this Agreement upon ninety (90) days written notice to the other party except that if the University terminates the Agreement based on lack of funding, the ninety (90) day notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.

If the termination date occurs while a student of the University has not completed his or her field learning experience at the Facility and is in good standing with the Facility, the student shall be permitted to complete the scheduled field learning experience, and the University and the Facility shall cooperate to accomplish this goal.

## **9. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other or to exercise any such function for the other party, except as specifically provided herein. The Facility and the University shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to Facility for any salaries, insurance or other benefits.

## **10. CONFIDENTIALITY**

The University will require students to maintain the confidentiality of patient information obtained during the field training experience at the Facility. All information obtained from students or clients, their records or computerized data is to be held in confidence and no copies of student or client records shall be made; provided, however, either party may disclose such confidential information if requested or required to disclose such information pursuant to any subpoena, civil investigative demand, or

similar process or any law, rule, regulation or order. Failure to comply will result in the immediate termination of this Agreement, as well as all other remedies available at law or in equity. It shall be required of students and supervising faculty that they not identify students or clients in papers, reports or case studies without first obtaining permission of the Facility and the student or client, utilizing the patient confidentiality policies and procedures of the Facility.

**11. NONASSIGNMENT AND SUBCONTRACTING**

This Agreement shall not be assigned or transferred by either party without the written approval of the other party. This Agreement (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

**12. GENERAL**

This agreement is written for the benefit of the parties hereto, and to no other. The parties to this contract acknowledge that the Facility retains the professional and administrative responsibility for the services it provides. The parties understand that the Facility must comply with all law and regulations applicable to the running of the Facility.

**13. NOTICES**

Notices required under this Agreement shall be mailed to the parties at the following addresses:

University:

Office of the Dean,  
School of Allied Health Professions  
Loma Linda University  
Loma Linda, CA 92354

Facility:

Oxnard School District  
1051 S A St.  
Oxnard, CA 93030

**14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).**

University agrees to inform all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent applicable. In addition, University agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

*(Remainder of page intentionally left blank.  
Signatures of Parties appear on next page.)*

**IN WITNESS WHEREOF**, the authorized representative of the parties have executed this Agreement effective the last date of signature by and between **LOMA LINDA UNIVERSITY** ("University") and **OXNARD SCHOOL DISTRICT** ("Facility").

University:

Facility:

LOMA LINDA UNIVERSITY  
Nichol Hall, Room 1606  
Loma Linda, CA 92350

OXNARD SCHOOL DISTRICT  
1051 S A St.  
Oxnard, CA 93030

By \_\_\_\_\_  
Richard H. Hart, MD, DrPH  
President

By \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
Craig R. Jackson, JD, MSW  
Dean  
School of Allied Health Professions

Date: \_\_\_\_\_

By \_\_\_\_\_  
Aieshea Banks MA, CCC-SLP  
SLPA Coordinator

Date: \_\_\_\_\_

# EXHIBIT A

## **Cardiopulmonary Sciences:**

Emergency Medical Care  
Polysomnography  
Respiratory Therapy  
Cardiac Electrophysiology

## **Clinical Laboratory Science:**

Clinical Laboratory Science  
Cytotechnology  
Phlebotomy

## **Communicative Sciences and Disorders:**

Speech-Language Pathology  
Speech-Language Pathology Assistant

## **Health Information Administration:**

Coding Specialist  
Health Information Systems  
Health Information Administration

## **Nutrition and Dietetics:**

Nutrition and Dietetics  
Dietetic Technology

## **Occupational Therapy:**

Occupational Therapy -  
Occupational Therapy Assistant

## **Physical Therapy:**

Physical Therapy  
Physical Therapy Assistant

## **Physician Assistant**

## **Radiation Technology:**

Diagnostic Medical Sonography  
Medical Dosimetry  
Medical Radiography  
Nuclear Medicine Technology  
Radiation Sciences  
Radiation Therapy Technology  
Radiologist Assistant  
Special Imaging Technology/Computed Tomography, Magnetic Resonance Imaging



LOMA LINDA UNIVERSITY  
HEALTH

## CERTIFICATE OF COVERAGE

In the event of cancellation of the policies or self-insurance programs designated below, Loma Linda University Health will endeavor to mail thirty (30) days prior to notice thereof to:

**FOR:**

**Loma Linda University  
School of Allied Health Professions  
Nichol Hall, Room 1606  
Loma Linda, CA 92350**

**CERTIFICATE HOLDER:**

**Oxnard School District  
1051 S. A St.  
Oxnard, CA 93030**

**LOMA LINDA UNIVERSITY HEALTH CERTIFIES THAT THE FOLLOWING POLICIES OR SELF-INSURED PROGRAMS ARE IN FORCE:**

TYPE OF COVERAGE	COMPANY AND POLICY NUMBER	PERIOD OF COVERAGE	AMOUNT OF COVERAGE	
			OCCURRENCE	AGGREGATE
Professional/General Liability	LLUH PL/GL Self-Insured Trust #259095	10/1/19- 10/1/20	\$1,000,000	\$3,000,000
Workers' Compensation	Self-Insured Certificate #1095	Continuous	Statutory	
Student Health	Self-insured Program	Continuous		

**DESCRIPTION OF OPERATIONS/LOCATIONS:** Coverage as respects to the Contract for Educational and Instructional Programs, by and between Loma Linda University, School of Allied Health Professions, and Oxnard School District, whereas LLU students can obtain clinical learning experience.

This certificate is to certify that the policies of insurance and/or self-insurance programs listed above have been issued for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or any document which this certificate may be issued or pertain, the coverage described is subject to all the terms, exclusions, and conditions of such policies or self-insurance programs.

This certificate is issued to verify coverage only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies or self-insurance programs listed above. This certificate is not valid unless signed by an authorized representative of Loma Linda University Health.

\_\_\_\_\_ Date

\_\_\_\_\_ Raul E. Castillo, Assistant Vice President

Authorized Representative

For information regarding the above, please contact the Department of Risk Management, 101 East Redlands Boulevard, San Bernardino, CA 92408, (909) 651-4012.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Facilities Agreement

**Ratification of Agreement #19-174 – E.J. Harrison & Sons Inc. – District Wide Trash Pickup Services (Penanhoat/De Leon)**

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At the Board Meeting of November 2, 2016, the Board of Trustees awarded RFP #16-01, District Wide Trash Pickup Services, and approved Agreement #16-143 with E.J. Harrison & Sons Inc. of Ventura, California for the three (3) year term of December 1, 2016 through November 30, 2019, with an option to renew for two (2) additional one (1) year periods.

Agreement #19-174 is for year 4 for the period of December 1, 2019 through November 30, 2020, in the amount not to exceed \$225,000.00.

**FISCAL IMPACT:**

\$225,000.00 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Agreement #19-174 with E.J. Harrison & Sons Inc.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-174 - E.J. Harrison & Sons Inc. - District Wide Trash Pickup Service \(2 Pages\)](#)

# AGREEMENT

**#19-174**

This Agreement is entered into by and between the Oxnard School District (hereinafter called the "District"), and **E.J. Harrison & Sons Inc.** (hereinafter referred to as "Contractor").

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

## I

### TERM

The term of this Agreement shall be from **December 1, 2019** through **November 30, 2020**. All indemnification provisions contained in the original RFP and Agreement shall survive beyond the expiration of the Agreement, and each additional one-year term.

*\*With an option to renew for one (1) additional one (1) year period.*

## II

### WORK

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

## III

### NON-FUNDING

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

## IV

### TERMINATION

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

V

**COMPENSATION**

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

VI

**METHOD OF PAYMENT**

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

VII

**CONTRACT DOCUMENTS**

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

VIII

**ENTIRE AGREEMENT**

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

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

**E.J. HARRISON & SONS INC.:**

**OXNARD SCHOOL DISTRICT:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
*(print or type)*

Name: Lisa A. Franz

Title: \_\_\_\_\_

Title: Director, Purchasing

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Board of Trustees on: \_\_\_\_\_

Item No.: \_\_\_\_\_

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #19-177 - Ventura County Office of Education  
(DeGenna/Madden)**

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It is recommended that the Board approve the service agreement with Ventura County Office of Education (VCOE) for the 2019-2020 school year, to provide exceptional services to a special education student that consist of support from Special Circumstances Paraeducators (SCP's), includes Extended School Year.

Student: KRC071607

**FISCAL IMPACT:**

\$31,605.30 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-177 with Ventura County Office of Education, in the amount of \$31,605.30.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-177 - Ventura County Office of Education \(1 Page\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 18, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, KRC071607, a Special Education pupil who is a resident of DISTRICT and currently attends Las Colinas Middle School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support throughout the school day for 340 minutes daily. ESY will be provided at 240 minutes daily**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/18/2019 (IEP date~11/13/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> 11/18/2019-6/30/2020	UPCOMING: <u>2020-2021</u>
<b>TOTAL ESTIMATED COSTS:</b>	\$ <u>31,605.30</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 31,605.30

**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Personnel Agreement

**Ratification of Agreement #19-181 – Cal Lutheran University (Vaca/Bond)**

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This agreement between Oxnard School District and Cal Lutheran University will allow students from Cal Lutheran University to obtain suitable field learning experience through research-based teaching and learning.

Term of Agreement: October 15, 2019 through October 14, 2024

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is recommended by the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #19-181 with Cal Lutheran University.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-181 - Cal Lutheran University \(9 Pages\)](#)  
[Certificate of Insurance \(2 Pages\)](#)

## OSD AGREEMENT #19-181

### COMMUNITY COLLABORATION SCHOOL AGREEMENT BETWEEN OXNARD SCHOOL DISTRICT AND CALIFORNIA LUTHERAN UNIVERSITY

This Agreement is entered into between Oxnard School District ("OXNARD"), and California Lutheran University ("CAL LUTHERAN"), with respect to the following:

#### RECITALS

OXNARD is dedicated to ensure that all programs enhance student achievement and provide the highest quality education possible.

CAL LUTHERAN seeks to expand and deepen the mind in its pursuit of truth through a diverse community and in ways that nurture all dimensions of a student's life.

Oxnard School District ("OXNARD") is a public-school district consisting of Prek-8.

CAL LUTHERAN's College of Arts and Sciences has an Interdisciplinary Educational Studies ("IES") Department that has the goal of expanding knowledge of faculty and undergraduate students in their field of practice.

The faculties of IES Department at CAL LUTHERAN and OXNARD will collaborate to support the learning of OXNARD students, the preparation of undergraduate IES students, and the continual professional development of experienced teachers.

OXNARD and CAL LUTHERAN agree to form a Community Collaboration School ("CCS") partnership between OXNARD and CAL LUTHERAN's IES Department.

The CCS is based upon the belief that CAL LUTHERAN and OXNARD must work towards developing a professional learning community between CAL LUTHERAN and OXNARD for the purpose of supporting both students and adults in becoming life-long learners. The partnership will use the [National Association for Professional Development Schools \(NAPDS\) Nine Essentials](#) as a guideline for the partnership.

CAL LUTHERAN will have undergraduate students seeking classroom fieldwork experience ("undergraduate students"), and CAL LUTHERAN professors ("instructors") on the OXNARD site working with OXNARD teachers ("Fieldwork Teachers").

The CCS is accountable to the students in all educational settings. The CCS is also responsible to the parents, the broader community, and the teaching professions. The CCS will uphold high standards for teaching students, the preparation of new teachers, and the creation of communities of sustained inquiry and growth.

The parties agree as follows:

# **AGREEMENT**

## **1. TERM**

The term of this Agreement will commence on October 15, 2019, and will continue through October 14, 2024, unless earlier terminated pursuant to this Agreement. The parties may renew the Agreement for additional terms from a period of one to five years upon written agreement.

## **2. PROGRAM DESCRIPTION**

A Community Collaboration School ("CCS") is a collaboratively planned and implemented partnership for the academic and fieldwork preparation of undergraduate IES students at various levels of pre-service preparation. The focus of the CCS partnership is improved student performance through research-based teaching and learning.

Specific benefits include:

1. Enhanced adult to student ratios providing more opportunities to meet the needs of individual learners as undergraduate students take an active role in educating children in the classroom during their fieldwork experience.
2. CAL LUTHERAN's undergraduate students and instructors will expose all OXNARD teachers to the latest theories in education, providing continuous renewal and professional development.
3. CAL LUTHERAN instructors will work with OXNARD teachers and OXNARD students in order to stay connected to the practical classroom environment.
4. CAL LUTHERAN undergraduate students may spend varied amounts of time in their placements as mutually agreed upon, applying the theories that they learn in their education courses to the daily practice in a classroom.

## **3. RESPONSIBILITIES**

In order to deliver on the parties' commitments under this Agreement, each institution will designate an individual to facilitate regular communication. OXNARD will appoint a CCS Liaison to serve in this role. CAL LUTHERAN will appoint a CCS Liaison to serve in this role. One of the first functions of the CCS Liaisons will be to establish their specific roles and the additional stakeholder roles necessary to ensure the successful execution of this MOU.

CAL LUTHERAN is responsible for the following:

Financial and personnel support for the following:

1. Stipends and/or salaries for university personnel
2. Release time as mutually agreed upon and as needed for OXNARD Liaison to meet with CAL LUTHERAN Liaison
3. Annual workshops for OXNARD Teachers regarding mentoring undergraduate students

OXNARD is responsible for the following:

1. A CCS Liaison to serve as the primary contact person between OXNARD and CAL LUTHERAN.
2. Site-based placements for undergraduate students to complete fieldwork
3. Undergraduate student access to OXNARD materials, copying, and supplies needed for fieldwork
4. Wireless internet access (WiFi) for undergraduate students and CAL LUTHERAN faculty
5. OXNARD will not be responsible for providing any compensation to CAL LUTHERAN students or instructors

#### **4. GOVERNANCE**

A CCS Steering Committee will be established to review, assess and provide advice to CAL LUTHERAN and OXNARD for the successful maintenance of the CCS partnership.

- The Steering Committee will be comprised of representatives from CAL LUTHERAN and OXNARD.
- The Steering Committee will meet at least two times per year.
- The Steering Committee may form sub groups as needed to develop action plans, monitor research and report annually to the larger Steering Committee.
- The Steering Committee will provide minutes for all stakeholders.

#### **5. OPERATIONS/ RESOURCE SHARING/ FUNDING**

All existing regulations and protocols governing operations and expenditures of funds for either institution must be followed in the operation of this partnership. In the event of a conflict in the regulations, policies, protocols, or laws governing the parties' actions, the parties agree to meet to resolve the conflict.

Facilities and resources of both institutions will be made available to support CCS activities only after approval by both institutions has occurred through proper protocols at each institution.

#### **6. PROGRAM EVALUATION AND ACCOUNTABILITY**

To ensure the highest standards for teaching students and preparing new teachers, regular assessment of the CCS partnership will be completed by the steering committee. Multiple methods of assessment, including achievement data, will be used to get a complete picture of student and undergraduate student progress.

#### **7. DISCIPLINE**

OXNARD will assume full responsibility for disciplining any OXNARD student or OXNARD teacher. CAL LUTHERAN will assume full responsibility for disciplining its undergraduate students or instructors.

OXNARD, in their sole discretion, reserve the right to remove any undergraduate student or instructor from its site who poses a reasonable danger to students, parents, or teachers. OXNARD agrees to notify CAL LUTHERAN in the event of such removal.

## 8. INSURANCE

CAL LUTHERAN agrees to ensure that its undergraduate students and instructors carry their own professional liability insurance coverage with respect to any professional activities performed at OXNARD in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. Both OXNARD (the School) and Oxnard School District will be named as additionally insured to this coverage.

CAL LUTHERAN agrees to procure and maintain the following policies of insurance coverage:

- Workers' compensation insurance coverage as applicable to undergraduate students and instructor participation in the CCS, in sufficient amounts as required by the laws and regulations of the State of California.
- Comprehensive general public liability insurance coverage in amounts sufficient to cover any CCS activities, but in any event no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. Both OXNARD (the School) and Oxnard Unified School District (the facility owner) will be named as an additional insured to this coverage.

The above mentioned policies of insurance coverage will be provided under either (i) valid and enforceable policies issued by insurance companies legally authorized to do business in the State of California or (ii) a program of self-insurance meeting all requirements of California law applicable to insurance coverage of that nature. Such insurance will be occurrence-based and constitute primary coverage and will not contribute with, or be payable exclusively in excess of, any coverage that OXNARD may carry. Upon request, CAL LUTHERAN will provide OXNARD with certificates of insurance or other similar documents which will be reasonably acceptable to OXNARD.

OXNARD agrees to procure and maintain the following policies of insurance coverage:

- Workers' compensation insurance coverage as applicable, for School employees in sufficient amounts as required by the laws and regulations of the State of California.
- Comprehensive general public liability insurance coverage in amounts sufficient to cover any CCS activities, but in any event no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. CAL LUTHERAN will be named as an additional insured to this coverage.

The above mentioned policies of insurance coverage will be provided under either (i) valid and enforceable policies issued by insurance companies legally authorized to do business in the State of California or (ii) a program of self-insurance meeting all requirements of California law applicable to insurance coverage of that nature. Such insurance will be occurrence-based and constitute primary coverage and will not contribute with, or be payable exclusively in excess of, any coverage that CAL LUTHERAN may carry. Upon request, OXNARD will provide CAL LUTHERAN with certificates of insurance or other similar documents which will be reasonably acceptable to CAL LUTHERAN.

## **9. INDEMNIFICATION**

CAL LUTHERAN agrees to defend, indemnify and hold harmless OXNARD, its successors, assigns, employees, board members, officers, volunteers, students, agents and associated organizations from and against all actions, causes of action, suits, complaints, charges, claims, demands, proceedings or actions of any kind whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees) whether known or unknown, present or future, that arise from or are connected with (a) CAL LUTHERAN's breach of any representation or warranty of this Agreement or negligence or willful misconduct hereunder; (b) any failure to observe or perform any of its covenants or obligations hereunder; or (c) any negligence or willful misconduct by CAL LUTHERAN or any of its agents, field supervisors, undergraduate students, employees or instructors. CAL LUTHERAN agrees to indemnify OXNARD regardless of any finding of comparative liability and will indemnify OXNARD for OXNARD's active or passive negligence. CAL LUTHERAN agrees that it owes a duty to defend in addition to the duty to indemnify and that duty is immediate upon tender. This Agreement includes indemnification for compensatory damages, punitive damages, and extra-contractual liability, among other things.

OXNARD agrees to defend, indemnify and hold harmless CAL LUTHERAN, its trustees, successors, assigns, employees, undergraduate students, instructors, and agents from and against all actions, causes of action, suits, complaints, charges, claims, demands, proceedings or actions of any kind whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees) whether known or unknown, present or future, that arise from or are connected with (a) any claims by a third party for personal injury arising from a dangerous condition on the OXNARD premises (b) OXNARD's breach of any representation or warranty of this Agreement or negligence or willful misconduct hereunder; (c) any failure to observe or perform any of its covenants or obligations hereunder; or (d) any negligence or willful misconduct by OXNARD or any of its agents, or employees. OXNARD agrees to indemnify CAL LUTHERAN regardless of any finding of comparative liability and will indemnify CAL LUTHERAN for CAL LUTHERAN's active or passive negligence. OXNARD agrees that it owes a duty to defend in addition to the duty to indemnify and that duty is immediate upon tender.

This Agreement includes indemnification for compensatory damages, punitive damages, and extra-contractual liability, among other things.

## **10. TUBERCULOSIS**

CAL LUTHERAN and any and all identified undergraduate students and instructors are required to comply with Education Code section 49406, tuberculosis certification requirements.

Undergraduate students and instructors must, after a tuberculosis risk assessment and, if indicated, an examination, file with OXNARD's Department of Human Resources and Support Services a certificate from the examining physician, surgeon, physician assistant, or nurse practitioner showing proof of examination and freedom from infectious tuberculosis. The CAL LUTHERAN students and instructors are responsible for the cost incurred for tuberculosis certification requirements.

## **11. STUDENT PRIVACY**

Personally identifiable student information is confidential and protected by the California Education Code and Family Educational Rights and Privacy Act ("FERPA"). In the course of providing services during the term of this MOU, CAL LUTHERAN undergraduate students and

instructors may have access to student education records that are protected by the California Education Code and FERPA. CAL LUTHERAN agrees to comply with all sections of the California Education Code pertaining to the confidentiality of student records and to all applicable provisions of the FERPA. CAL LUTHERAN students are required to sign the OXNARD Volunteer Confidentiality form before participating in fieldwork on the OXNARD campus.

## **12. SUPERVISION AND FINGERPRINTING**

CAL LUTHERAN students must sign in with the OXNARD front office and wear an identification badge at all times when on campus. In accordance with Education Code 35021, a person who is required to register as a sex offender pursuant to Penal Code 290 or 288 or 288.5 shall not serve as a volunteer on the OXNARD campus.

CAL LUTHERAN and any and all identified undergraduate students and instructors are required to attain Fingerprint clearance. Undergraduate students and instructors must, after fingerprint clearance, file with the school a certificate from the granting agency showing proof of completing fingerprint clearance to OXNARD's Department of Human Resources and Support Services. The CAL LUTHERAN students and instructors are responsible for the cost incurred for fingerprinting clearance.

CAL LUTHERAN students shall complete their fieldwork under the supervision of an assigned OXNARD staff member. CAL LUTHERAN students shall not work alone with OXNARD students without OXNARD staff supervision.

## **13. TERMINATION**

Either party may terminate this Agreement without cause by giving at least 120 days written notice to the other party to allow the program to be "taught out" if in progress. An appropriate authority of either party must sign written notice. This Agreement will be considered void 120 days after the delivery of such written notice.

## **14. NOTICE**

Notices under this Agreement will be deemed duly given if in writing and delivered personally or sent by reputable overnight courier service (with package tracking capability) or certified mail, return receipt requested, first class postage prepaid, addressed as follows:

CAL LUTHERAN:

Dr. Gabriela Cázares or  
Dr. Michael McCambridge  
60 W. Olsen Rd.  
Thousand Oaks, CA 91360

OXNARD SCHOOL DISTRICT:

Dr. Jesus Vaca  
1051 South A Street  
Oxnard, CA 93030

Notices will be deemed given on the date of delivery. Either party may change its notice address by giving the other ten (10) days prior written notice of such change.

#### **15. NON-DISCRIMINATION**

CAL LUTHERAN and OXNARD have policies and procedures stating that they are each equal opportunity employers and do not discriminate on any basis as prohibited by law, including but not limited to race, religious creed, color, national origin, ancestry, age, marital status, covered veteran's status, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation. Both organizations recognize the educational value of a diverse environment and welcome applicants and employees of all backgrounds. CAL LUTHERAN will be responsible for all reasonable accommodations of their undergraduate students, field supervisors, and instructors. OXNARD will be responsible for ADA access compliance on OXNARD premises.

#### **16. INDEPENDENT CONTRACTOR**

The parties agree that their relationship is at all times that of independent contractors, and not that of an employee, partner, agent or joint venture. Undergraduate students are fulfilling specific fieldwork requirements for clinical experience and are not to be in any way construed as employees of OXNARD for any purpose or reason. Undergraduate students and instructors are independent contractors with OXNARD.

#### **17. ASSIGNMENT**

Neither party may assign or delegate this Agreement or any other interest herein or responsibility hereunder without the prior written consent of the other party.

#### **18. WAIVER**

Failure by either party to enforce at any time any provision of this Agreement will not be construed to be a waiver of such provisions nor of the right of that party to enforce each and every provision.

#### **19. SEVERABILITY**

If any provision of this Agreement is as a matter of law unenforceable, then such provision will be deemed to be deleted and this Agreement will otherwise remain in full force and effect.

#### **20. ENTIRE AGREEMENT**

Both parties agree that this Agreement represents the entire understanding of the parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the parties.

**21. GOVERNING LAW**

This Agreement will constitute a contract under the laws of the State of California and will be governed and construed in accordance with the laws of said State and without regard to the conflicts of laws principles thereof. Any action or proceeding brought hereunder will be brought in the state or federal courts sitting in Ventura County, California, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court will have in person a jurisdiction over it, consents to service of process in any manner authorized by California law, and agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law.

**22. NO THIRD-PARTY BENEFICIARIES**

This Agreement is made solely for the benefit of the parties to it, and their respective successors and assigns, and no other person will have any rights, interest or claims under its terms or be entitled to any benefits under or on account of the Agreement as a third-party beneficiary or otherwise.

**23. AUTHORIZATION**

The individuals executing this Agreement on behalf of the parties hereto warrant and represent that they have the authority to execute and deliver this Agreement on behalf of such party, and to bind such party to the timely performance of each and every term and provision of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date hereinabove set forth.

**SIGNATURE PAGE**

**UNIVERSITY REPRESENTATIVES:**

\_\_\_\_\_  
Karen Davis, Vice President

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Jessica L. Lavariega, Dean

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Michael Hillis

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Michael McCambridge, IES Director

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Gabriela Cázares, EDUCAL Director

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**OXNARD SCHOOL DISTRICT REPRESENTATIVE:**

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date





Effective March 25, 2009 128 higher education institutions affiliated with either the United Methodist Church, the Evangelical Lutheran Church in America, the Presbyterian Church (USA) or the American Baptists Churches, organized a new insurance company, College Risk Retention Group, Inc. under the Federal Liability Risk Retention Act of 1986. The Federal Act permits like insureds to combine their resources for the purpose of underwriting and insuring their liability risks.

The enclosed certificate identifies College Risk Retention Group, Inc. as the general liability insurer for primary limits of \$1 Million per occurrence and \$3 Million aggregate. Lloyds of London (A.M. Best Rating A XV) supports College Risk Retention Group, Inc. as the reinsurer.

As you may be unfamiliar with evidences of insurance from risk retention groups we welcome any questions you may have regarding the attached certificate of insurance. Should you need any further information regarding the renewal certificate please do not hesitate to contact our administrator's office. Following is the contact information:

Educational & Institutional Insurance Administrators, Inc.  
200 S. Wacker Drive, Suite 1000  
Chicago, IL 60606  
(800) 537-8410  
Email: [certificates@eiia.org](mailto:certificates@eiia.org)

**Lloyds of London Financial Ratings:**

A.M. Best Rating                      A XV

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Facilities Agreement

**Ratification of Change Order No. 013 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/De Leon/CFW)**

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Change Order No. 013 concerns underground utilities and catch basins. Sequencing of the storm drain line installation and the gas line installation were impacted by CCD approvals from DSA in the area of work (COR Nos. 80 and 249). Concerning COR No. 250R1, during schematic design it was decided to remove planters and replace with asphalt paving. COR 250R1 implements the correct catch basin type to ensure the integrity of the stormwater drainage system. Change Order No. 013 provides for the Board's ratification of the following three (3) COR's:

COR No. 80 – Storm Drain Out of Sequence

COR No. 249 – Connect Gas Line

COR No. 250R1 - Revised Catch Basins

**FISCAL IMPACT:**

Thirty- Four Thousand Eight Hundred Forty-One Dollars and No Cents (\$34,841.00) to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 Six-month update.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order No. 013 for Master Agreement #17-117 with Bernards.

**ADDITIONAL MATERIALS:**

- Attached:** [Change Order No. 013 \(2 Pages\)](#)
- [COR No. 80 - Storm Drain Out of Sequence \(13 Pages\)](#)
- [COR No. 249 - Connect Gas Line \(27 Pages\)](#)
- [COR No. 250R1 - Revised Catch Basins \(43 Pages\)](#)
- [Construction Services Agreement #17-117 - Bernards \(115 Pages\)](#)



# CHANGE ORDER

Date: 12/18/2019

CHANGE ORDER NO. 013

**PROJECT:** MARSHALL NEW CLASSROOM BUILDING  
**O.S.D. BID No.** N/A  
**O.S.D. Agreement No.** 17-117

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

**ARCHITECT** CSDA Design Group  
 4061 Glencoe Ave., Ste B  
 Marina del Rey, CA 90292

**CONTRACTOR:**  
**Bernards**  
 555 First Street  
 San Fernando, CA 91340  
**Attn:** Mr. Rick Fochtman

**Architects Proj. No.:** 1534.01  
**D.S.A. File No.:** 56-22  
**D.S.A. App. No.:** 03-116806

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

ORIGINAL CONTRACT SUM.....	\$ 8,994,236.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (1-12).....	\$ 392,579.00
ADJUSTED CONTRACT SUM.....	\$ 9,386,815.00
<b>NET CHANGE -</b>	<b>.. \$ 34,841.00</b>

Total Change Orders to Date: 013.....	\$ 427,420.00
<b>ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 013...</b>	<b>... \$ 9,421,656.00</b>

Commencement Date: .....	August 28, 2017
Original Completion Date: .....	October 31, 2018
Original Contract Time: .....	429 Calendar Days
Time Extension for all Previous Change Orders: .....	Zero Calendar Days
Time Extension for this Change Order: .....	Zero Days
Adjusted Completion Date: .....	October 31, 2018

Percentage .....(4.75%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	COR No. 80- Storm Drain Out of Sequence			\$6,512.00	
2.	COR No. 249- Connect Gas line			\$2,977.00	
3.	COR No. 250R1- Revised Catch basins		\$25,352.00		
	Totals		\$25,352.00	\$9,489.00	

Total Change Order No. 013 ..... \$34,841.00

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

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASSIST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_



# CHANGE ORDER REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

**COR No. 80 R0**  
Date: 12/31/2018

**DESCRIPTION OF WORK**

Storm Drain out of sequence due to CCD's

**SUMMARY OF COSTS**

Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
Storm Drain out of sequence due to CCD's	Sam Hill & Sons Inc	6,002
	Subtotal:	6,002
<b>Contractual Costs</b>		
Sub Default Insurance		72
CCIP		76
Bond		52
Fee		310
	Subtotal:	510
<b>Total Change Order Request Amount</b>		<b>6,512</b>

**APPROVAL**

(Please note that if this Change Order Request is not approved by 1/14/2019, additional costs and schedule impacts may result.)

**Oxnard School District**

**Bernards Bros. Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

REQUEST FOR CHANGE ORDER (RFC): 15

Date: 07/06/18

Contract Number: 1641.001

Customer: Bernards

Project Name: Marshall School Oxnard

SH&S Job Number: 4597.17

	ITEM	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	EWT# 4597051818	1	LS	\$ 2,035.00	\$ 2,035.00
2	EWT# 4597052118	1	LS	\$ 925.00	\$ 925.00
3	EWT# 4597052318	1	LS	\$ 1,430.50	\$ 1,430.50
4	EWT# 4597052418	1	LS	\$ 1,611.47	\$ 1,611.47
5					\$ -

TOTAL FOR THIS REQUEST FOR CHANGE: \$ 6,001.97

Reason for Change: This RFC is for out of sequence construction - Storm Drain Scope - worked performed on the North side of the project.

Submitted By: Steve Moreno

Date: 7/6/2018

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

















Agreement 059701

Customer 301000  
Contact Name ELIAS  
Contact Phone 805 644 6278  
Date 5/30/2018 07:31  
Purpose Rental

OXNARD 805-604-0200

Toll Free 800-RENT-CAT

Pickup Address

SAM HILL & SONS INC  
WILL CALL QRS OX  
OXNARD CA 93030

Delivery Address

QRS OXNARD  
801 DEL NORTE BLVD.  
OXNARD CA 93030

**Equipment**

Call Off Confirmation # 45FEE5871 Contact ELIAS  
Call Off Date: 5/30/2018 07:31 805 644 6278

Description SKID STEER 236  
ID 170179  
From QRS OXNARD  
Current SMU 194.0  
Quantity Out 1.0

Make/Model AA 236D  
Serial 0BGZ02241  
To  
SMU In  
Quantity In

Note

Description SSL/MTL/CTL BUCKET - GP 66" TO  
ID K15053  
From QRS OXNARD  
Quantity Out 1.0

Make/Model AA SSL GP66T  
Serial 65SSGP094361  
To  
SMU In  
Quantity In

Note

THIS IS A SMOOTH BUCKET

Fuel Out Gasoline (Gallons) Propane (Gallons) Diesel (Gallons)  
Fuel In Gasoline (Gallons) Propane (Gallons) Diesel (Gallons)

If Damaged, List all Damage:

EQUIPMENT HAS BEEN PROPERLY RECEIVED IN GOOD CONDITION

Signature \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_



10006 Rose Hills Road  
 City of Industry, CA 90601  
 (662) 463-4000  
 www.quinncompany.com

Make : CATERPILLAR INC.  
 Model : 236D  
 Serial No : 0BGZ02241  
 Equipment No :  
 Machine ID No : 170179  
 Meter Reading : 209.9

873

# SALES/RENTAL INVOICE

**BILL TO :** SAM HILL & SONS INC  
 ATTN ACCOUNTS PAYABLE  
 P O BOX 5670  
 VENTURA, CA 93003

**SHIP TO :** WILL CALL QRS OX  
 OXNARD CA 93030

Customer Contact: KEVIN HILL

Quinn Sales Representative: MIGUEL LLAMAS

Quinn Store Location: OXNARD, 801 DEL NORTE BLVD. OXNARD, CA 93030 Ph. 805-604-0200

**INVOICE DETAIL**

Contract Number: 059701

Contract Date: 05/18/2018

Invoice Date: 05/30/2018

QTY	DESCRIPTION	DAY	WEEK	4WEEK	PRICE
	Date In: 05/30/2018 Wed	07:31 AM			

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_

**CUT HERE AND RETURN WITH REMITTANCE**

SAM HILL & SONS INC  
 ATTN ACCOUNTS PAYABLE  
 P O BOX 5670  
 VENTURA, CA 93003

Invoice No. : 05970101  
 Invoice Date : 05/30/2018  
 Due Date : 06/29/2018

Account Number : 301000  
 Purchase Order No : 4597  
 Payment Terms : Net 30 Days  
 Contract Number : 059701

Please send your  
 Payment to:

Amount Due	\$918.67
Amount Paid	

**QUINN COMPANY**  
 PO Box 849665  
 Los Angeles, CA 90084-9665

Place this coupon in the return envelope  
 with the mailing addresses clearly visible.



10006 Rose Hills Road  
 City of Industry, CA 90601  
 (562) 463-4000  
 www.quinncompany.com

PLEASE MAKE REMITTANCE TO **874**  
**QUINN COMPANY**  
 P O Box 849665, Los Angeles, CA 90084-9665

**SALES/RENTAL INVOICE**

Make : CATERPILLAR INC.  
 Model : 236D  
 Serial No : 0BGZ02241  
 Equipment No .  
 Machine ID No : 170179 Meter Reading : 209.9

Invoice No.	05970101
Invoice Date	05/30/2018
Payment Due Date	06/29/2018
<b>Amount Due</b>	<b>\$918.67</b>
Payment Terms	Net 30 Days
Credit Memo Amount	
Customer Account No	301000
Contract No	059701
<b>Customer PO Number</b>	<b>4597</b>

*Please use Remittance Advice on last page of this invoice*

BILL TO : SAM HILL & SONS INC  
 ATTN ACCOUNTS PAYABLE  
 P O BOX 5670  
 VENTURA, CA 93003

SHIP TO : WILL CALL QRS OX  
 OXNARD CA 93030

Customer Contact: KEVIN HILL

Quinn Sales Representative: MIGUEL LLAMAS

Quinn Store Location. OXNARD, 301 DEL NORTE BLVD. OXNARD, CA 93030 Ph. 805-604-0200

INVOICE DETAIL		Contract Number	059701	Contract Date	05/18/2018	Invoice Date	05/30/2018		
QTY	DESCRIPTION	DAY	WEEK	4WEEK	PRICE				
1	ID NO: 170179 SERIAL NO: 0BGZ02241 SKID STEER 236 - 236D	\$260	\$840	\$2,150	840.00				

HRS OUT: 194.0 CURRENT SMU: 209.9 Total 15.9

1	ID NO: K15053 SERIAL NO: 65SSGP094361 SSL/MTL/CTL BUCKET - GP 66" TOOTH - SSL GP66T	\$0	\$0	\$0	
---	--	-----	-----	-----	--

THIS IS A SMOOTH BUCKET

*Handwritten:* 1110 # 4597  
**Rental Subtotal: 840.00**

**Miscellaneous Items**

1	ENV REC FEE (T)				12.60
	STATE 7.25% CITY 0.5% TOTAL TAX: 7.75%				66.07

Credit Days Given: 3.00

**Invoice Total: 918.67**

Date Out: 05/18/2018 Fri 11:00 AM

Go Paperless. To receive your invoices and statements electronically, please visit our website at [quinncompany.com](http://quinncompany.com).

**CARB REGULATIONS** Any on-road heavy-duty diesel, alternative-diesel, or off-road diesel vehicle, operated in California, may be subject to the California Air Resources Board In-Use On-Road (Truck and Bus) or In-Use Off-Road Diesel Vehicle Regulations. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <http://www.arb.ca.gov/dieseltruck> for the Truck and Bus Regulation or <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm> for the Off-Road Regulation. Portable engines operated in California may require State or local air district permitting. Customer is responsible for any required air quality permits necessary to operate this equipment.

**TITLE** It is understood and agreed that title to and right of possession of any rental item(s) above shall remain vested in the seller until any indebtedness and all sums due or to become due from the customer, whether evidenced by note, book account, judgment or otherwise, shall have been fully paid, at which time ownership shall pass to the customer.

**A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM)** will be charged on the past due balance. The past due balance represents all charges remaining unpaid on the closing date of the month following the invoice date. In the event of default in the payment of any amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, the purchaser agrees to pay finance charges equal to the cost of collection (as permitted by laws governing these transactions). When necessary, Quinn will invoke its repairman's lien pursuant to Sections 3051 and 3051a of the California Civil Code. Acceptance by the customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above.

Bakersfield • City of Industry • Corcoran • Firebaugh • Foothill Ranch • Fresno • Lancaster  
 Oxnard • Paso Robles • Pomona • Salinas • Santa Maria • Sylmar • Tulare • Yuma, AZ



# CHANGE ORDER REQUEST

**COR No. 249 R0**

Date: 9/30/2019

Project: Marshall Elementary - New 6-8 Classroom Bldg.

## DESCRIPTION OF WORK

Connect Gas Line On Saturday

## SUMMARY OF COSTS

Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
Cost to connect gas lines on Saturday.	Sam Hill & Sons Inc	2,743
Reason: Gas line was added scope. The connection was performed during non school hours for safety reasons. The point of connection was on an active campus area.		
Requested By: CFW		
Ref: Bulletin 2		
		Subtotal: 2,743
<b>Contractual Costs</b>		
Fee		142
Sub Default Insurance		33
CCIP		35
Bond		24
		Subtotal: 234
<b>Total Change Order Request Amount:</b>		<b>2,977</b>

## APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



P.O. BOX 5670  
 VENTURA, CA 93005  
 License No. 648594

Phone: (805) 644-6278  
 Fax: (805) 644-2813  
 Website: samhollandsons.com

REQUEST FOR CHANGE ORDER (RFC): 18

Date: 09/20/19

Contract Number: 1641.001

Customer: Bernards

Project Name: Marshall School Oxnard

SH&S Job Number: 4597.17

	ITEM	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	<u>EWT# 4597060119</u>	<u>1</u>	<u>LS</u>	<u>\$ 822.19</u>	<u>\$ 822.19</u>
2	<u>EWT# 4597060119-3</u>	<u>1</u>	<u>LS</u>	<u>\$ 391.40</u>	<u>\$ 391.40</u>
3	<u>EWT# 4597060719-1</u>	<u>1</u>	<u>LS</u>	<u>\$ 664.29</u>	<u>\$ 664.29</u>
4	<u>EWT# 4597061519</u>	<u>1</u>	<u>LS</u>	<u>\$ 864.88</u>	<u>\$ 864.88</u>
5	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
6	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

**TOTAL FOR THIS REQUEST FOR CHANGE:** \$ 2,742.76

**Reason for Change:** This RFC is for Extra Work performed on the Gas line that was awarded as a change order to our contract. Two of the tickets are for Premium time only as the gas line tie-in could only be performed on a Saturday due to school in session (line location beyond limits of construction fencing.) and scheduling from Bernards. The dig out and backfill was performed twice at the direction of Bernards as it was the least costly method to secure the site. Sam Hil & Sons also had to make field changes to the gas line near the building pick up point .

Submitted By: Steve Moreno

Date: 9/20/2019

Approved By:

Date:













Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070



# Invoice

INVOICE DATE	INVOICE NUMBER
06/07/2019	S100005125.001
REMIT TO: Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036	PAGE NO.
	1 of 1

BILL TO:

SHIP TO:

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
242	4597 MARSHALL SCHOOL	4597 MARSHALL SCHOOL	Don Isley	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Doug Hampton	WILL CALL	Net 30 Days	06/07/2019	06/06/2019
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	1ea	B3SB BOX, METER J+R BODY ONLY #3  <small>2019/06/07 10 17 29 AM S100005125.1</small>  <small>CHAND</small>    	14.000/ea	14.00

Invoice is due by 07/07/2019

Past Due invoices may be subject to 1.50% late charge.  
 Thank you for your business. If this invoice is paid by credit card, there will be a 3% fee.

Subtotal	14.00
S&H Charges	0.00
Tax	1.02
Payments	0.00
Amount Due	15.02



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070

CONFIRMATION/ORDER

Ship Ticket

*4597060719*  
*EWT*

SHIP DATE	ORDER NUMBER
06/07/2019	S100005125.001
Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036 Phone 805-485-4350 Fax 805-485-3070	
PAGE NO.	
1 of 1	

SOLD TO:

SHIP TO:

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
242	4597 MARSHALL SCHOOL	4597 MARSHALL SCHOOL	Don Isley
WRITER	SHIP VIA	WAREHOUSE	ORDER DATE
Doug Hampton	WILL CALL	Ship: FPS Price: FPS	06/06/2019
ORDER QTY	SHIP QTY	DESCRIPTION	
1ea	1ea	B3SB BOX, METER J+R BODY ONLY #3	
1ea	B/O	The following are scheduled for future shipment: 3T CAST IRON COVER GAS	
<small>2019/06/07 10:17:20 AM S100005125.1</small>  <small>CHAND</small>			

Subtotal	
S&H Charges	
Tax	883
Payments	
Amount Due	

085 KEENAN VENTURA  
 1853 PALMA DRIVE  
 VENTURA CA 93003-5780  
 805-656-2000 Fax 805-650-1889

**\*\* INVOICE \*\***  
**(Reprint)**

INVOICE DATE	INVOICE NUMBER
06/07/19	S010783381.001
REMIT TO:	PAGE #
KEENAN SUPPLY PO BOX 845768 LOS ANGELES CA 90084-5768	1

BILL TO:  
 SAM HILL & SONS INC  
 PO BOX 5670  
 VENTURA, CA 93005-0670

SHIP TO:  
 SAM HILL & SONS  
 2627 BEENE ROAD  
 VENTURA, CA 93003-7203

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	CUSTOMER RELEASE NUMBER	TRM	ORDERED BY	
115724	4597		N	STEVE	
SALES PERSON	WRITER	SHIP TO	TERMS	SHIP DATE	ORDER DATE
House	Nick Olson	WC WILL CALL	NET 25TH PROX	06/07/19	06/05/19
DESCRIPTION	ORDER QTY	SHIP QTY	NET UNIT PRICE	EXTENSION	
11/4X10 STD BLK STEEL NIPPLE	1ea	1ea	4.723ea	4.72	
11/4X6 STD IMP BLK STEEL NIPPLE	3ea	3ea	2.618ea	7.85	
11/4X3 STD IMP BLK STEEL NIPPLE	2ea	2ea	1.559ea	3.12	
11/4 150 IMP BLK MI UNION	1ea	1ea	8.886ea	8.89	
AYM 4812-180 10687B 11/4 FIPXFI BLACK 100PSI LOCKWING GAS COCK W/BRASS PLUG	1ea	1ea	52.778ea	52.78	
11/4 150 IMP BLK MI 90 ELBOW	2ea	2ea	2.730ea	5.46	
11/4 150 IMP BLK MI CPLG	3ea	3ea	2.434ea	7.30	
PASCO 9000-100 1/2X260 PTFE YELW GAS TAPE	5ea	5ea	3.333ea	16.67	
PASCO 1427 2 30LB AIR TEST GAUGE	1ea	1ea	12.717ea	12.72	
11/4X3/4 150 IMP GALV MI HEX BUSH	1ea	1ea	2.600ea	2.60	
3/4X2 STD IMP BLK STEEL NIPPLE	1ea	1ea	0.668ea	0.67	
PASCO 9052-R 2X100 10MIL PIPE WRAP TAPE	2ea	2ea	8.913ea	17.83	

*EWT4597060719 ✓*

This invoice is governed by, and incorporates by reference, Hajoca Corporation's Sales Order Terms and Conditions found at <http://www.hajoca.com/sales-order-terms-and-conditions/> and the terms and conditions of our credit application. By your signature below and/or acceptance of the products described herein, you acknowledge having read and agree to be bound by such terms and conditions

Subtotal	140.61
S&H CHGS	0.00
Sales Tax	10.90
Amount Due	151.51

**\*\* Reprint \*\* Reprint \*\* Reprint \*\***



Pick Ticket

085 KEENAN VENTURA  
1853 PALMA DRIVE  
VENTURA CA 93003-5780  
805-656-2000 Fax 805-650-1889

4597060719

EWT

ORDER DATE	ORDER NUMBER
06/05/19	S010783381.001
ORDERED FROM: 085 KEENAN VENTURA 1853 PALMA DRIVE VENTURA CA 93003-5780 805-656-2000 FAX 805-650-1889	PAGE NO. 1

Printed on 06/07/19 at 09:31am PDT

SOLD TO: 115724  
SAM HILL & SONS INC  
PO BOX 5670  
VENTURA, CA 93005-0670

SHIP TO: 115724  
SAM HILL & SONS  
2627 BEENE ROAD  
VENTURA, CA 93003-7203

805-644-6278

CUSTOMER NUMBER	CUSTOMER PURCHASE ORDER NUMBER	CUSTOMER RELEASE NUMBER	ORDERED BY		
115724	4597		STEVE		
SALESPERSON	WRITER	SHIP VIA	WAREHOUSE	SHIP DATE	FREIGHT
House	Nick Olson	WC WILL CALL	Shp 8 Prc 8	06/07/19	No
ORDER QTY	SHIP QTY	DESCRIPTION	UNITY PRICE	NET	
1ea	1ea	11/4X10 STD BLK STEEL NIPPLE Loc: 6-B-4-K Pn: 3706			
3ea	3ea	11/4X6 STD IMP BLK STEEL NIPPLE Loc: 6-B-4-J Pn: 21876			
2ea	2ea	11/4X3 STD IMP BLK STEEL NIPPLE Loc: 6-B-4-D Pn: 47913			
1ea	1ea	11/4 150 IMP BLK MI UNION Loc: 4-A-4-H Pn: 21753			
1ea	1ea	AYM 4812-180 10687B 11/4 FIPXFIP BLACK 100PSI LOCKWING GAS COCK W/BRASS PLUG Loc: 7-A-3-I Pn: 601094			
2ea	2ea	11/4 150 IMP BLK MI 90 ELBOW Loc: 4-A-4-B Pn: 21772			
3ea	3ea	11/4 150 IMP BLK MI CPLG Loc: 4-A-4-D Pn: 21766			
5ea	5ea	PASCO 9000-100 1/2X260 PTFE YELW GAS TAPE Loc: 36-O-3 Pn: 45962			
		<p>① GF 1/4 V</p> <p>① BN 3/4 X 2</p> <p>② 9032 B</p> <p>① P1427</p>			
		Filled By _____	Checked By _____		

This shipping document is governed by, and incorporates by reference, Hajoca Corporation's Sales Order Terms and Conditions found at <http://www.hajoca.com/sales-order-terms-and-conditions/> and the terms and conditions of our credit application. By your signature below and/or acceptance of the products described herein, you acknowledge having read and agree to be bound by such terms and conditions

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Return Rec'd On \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_ AuthBy \_\_\_\_\_ Appr'd \_\_\_\_\_



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070



# Invoice

INVOICE DATE	INVOICE NUMBER
06/01/2019	S100004366.001
REMIT TO: Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036	
PAGE NO.	
1 of 1	

BILL TO: *L*

SHIP TO:

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

HILL SAM & SON'S INC. FPS  
 2627 BEENE RD  
 VENTURA, CA 93003

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
242	4597	4597	Don Isley	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Doug Hampton	OT OUR TRUCK	Net 30 Days	06/01/2019	05/29/2019
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
2ea	2ea	SFEIC0804G INCREASER, CPL SXG SDR35 8 X 4" ECC <i>T&amp;M</i>	36.084/ea	72.17
<i>4ea</i>	<i>4ea</i>	<i>J&amp;R 12X12X28 CB EXT - T&amp;M</i>	<i>175.000/ea</i>	<i>700.00</i>
2ea	2ea	NS1212SGAT1G 12" X 12" STEEL ADA - <i>RETURN</i> TRAFFIC GRATE GALVANIZED	295.000/ea	590.00
5ea	5ea	J&R 12X12X12 CB TOP <i>RETURN</i>	210.000/ea	1050.00
		<i>Konrad [Signature]</i> Signature		
		<i>9.31.19</i> Date		

\*\* REPRINT \*\* REPRINT \*\* REPRINT \*\*

Invoice is due by 07/01/2019

Past Due invoices may be subject to 1.50% late charge.  
 Thank you for your business. If this invoice is paid by credit card, there will be a 3% fee.

Subtotal	2412.17
S&H Charges	0.00
Tax	186.94
Payments	0.00
Amount Due	2599.11

886





Steve



Famcon Pipe & Supply, Inc  
200 Lambert St  
OXNARD, CA 93036  
Phone 805-485-4350  
Fax 805-485-3070

RECEIVED  
JUL 01 2019  
BY: \_\_\_\_\_



# Invoice

INVOICE DATE	INVOICE NUMBER	PAGE NO.
06/26/2019	S100005125.002	
REMIT TO: Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036		1 of 1

BILL TO:

SHIP TO:

HILL SAM & SON'S INC. FPS  
P.O. BOX 5670  
VENTURA, CA 93005-0670

HILL SAM & SON'S INC. FPS  
P.O. BOX 5670  
VENTURA, CA 93005-0670

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
242	4597 MARSHALL SCHOOL	4597 MARSHALL SCHOOL	Don Isley		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Doug Hampton		OT OUR TRUCK	Net 30 Days	06/26/2019	06/06/2019
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1ea	1ea	3T CAST IRON COVER GAS	50.000/ea	50.00	
		<p><i>Silvano M</i>      6/26/19  Signature                      Date</p> <p><i>Silvano M</i>  Printed Name                      # Items</p>			
				<p>V 540 # 4597</p>	
				<p>EWT4597062619</p>	

Invoice is due by 07/26/2019

Past Due invoices may be subject to 1.50% late charge.  
Thank you for your business. If this invoice is paid by credit card, there will be a 3% fee.

Subtotal	50.00
S&H Charges	0.00
Tax	3.88
Payments	0.00
Amount Due	53.88

889

Rates 7-18--7-19								
Labor Class	Base Rate	BR With Benefits	Cost with 15% MU	PTO	PTO Cost 15%	Prem Time	Prem Time 15%	Double Time
Laborer	\$ 41.48	\$ 70.62	\$ 81.21	\$ 25.12	\$ 28.89	\$ 95.74	\$ 110.10	\$ 120.86
Operator	\$ 51.74	\$ 91.28	\$ 104.97	\$ 32.81	\$ 37.73	\$ 124.09	\$ 142.70	\$ 156.90
Laborer Foreman	\$ 56.78	\$ 91.46	\$ 105.18	\$ 35.54	\$ 40.87	\$ 127.00	\$ 146.05	\$ 162.54
Operator Foreman	\$ 55.74	\$ 96.73	\$ 111.24	\$ 35.54	\$ 40.87	\$ 132.27	\$ 152.11	\$ 167.81

Rates 7-19--7-20								
Labor Class	Base Rate	BR With Benefits	Cost with 15% MU	PTO	PTO Cost 15%	Prem Time	Prem Time 15%	Double Time
Laborer	\$ 43.76	\$ 74.39	\$ 85.55	\$ 26.49	\$ 30.46	\$ 100.88	\$ 116.01	\$ 127.37
Operator	\$ 53.49	\$ 94.31	\$ 108.46	\$ 34.01	\$ 39.11	\$ 128.32	\$ 147.57	\$ 162.33
Laborer Foreman	\$ 58.81	\$ 94.89	\$ 109.12	\$ 36.73	\$ 42.24	\$ 131.62	\$ 151.36	\$ 168.35
Operator Foreman	\$ 57.49	\$ 99.76	\$ 114.72	\$ 36.73	\$ 42.24	\$ 136.49	\$ 156.96	\$ 173.22



## HOURLY LABOR COST RATES

**Sub/Contractor:** SAM HILL & SONS, INC.      **Trade:** SEWER; WATER; STORM DRAIN  
**Date:** 7/1/2018      **Classification:** FOREMAN LABORER  
**Project:** MARSHALL ELEMENTARY SCHOOL  
**Rate Effective Through:** July 1, 2019      **Union :**  **Non Union:**

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 52.19	\$ 78.29	\$ 104.38
Vacation & Holiday Accrual	\$ 4.59	\$ 4.59	\$ 4.59
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 56.78</b>	<b>\$ 82.88</b>	<b>\$ 108.97</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 3.24	\$ 4.85	\$ 6.47
Medicare 1.45%	\$ 0.76	\$ 1.14	\$ 1.51
FUTA 1.20%	\$ 0.63	\$ 0.94	\$ 1.25
SUI 6.20%	\$ 3.24	\$ 4.85	\$ 6.47
Workers Compensation Insurance 21.14%	\$ 11.03	\$ 16.55	\$ 22.07
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 18.89</b>	<b>\$ 28.33</b>	<b>\$ 37.78</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 7.32	\$ 7.32	\$ 7.32
Pension & Retirement (or equivalent)	\$ 7.78	\$ 7.78	\$ 7.78
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
<b>Hourly Benefits Subtotal</b>	<b>\$ 15.79</b>	<b>\$ 15.79</b>	<b>\$ 15.79</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 91.46</b>	<b>\$ 127.00</b>	<b>\$ 162.54</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



## HOURLY LABOR COST RATES

**Sub/Contractor:** SAM HILL & SONS, INC.      **Trade:** SEWER; WATER; STORM DRAIN  
**Date:** 7/1/2018      **Classification:** FOREMAN OPERATOR  
**Project:** MARSHALL ELEMENTARY SCHOOL  
**Rate Effective Through:** July 1, 2019      **Union :**  **Non Union:**

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 52.19	\$ 78.29	\$ 104.38
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 55.74</b>	<b>\$ 81.84</b>	<b>\$ 107.93</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 3.24	\$ 4.85	\$ 6.47
Medicare 1.45%	\$ 0.76	\$ 1.14	\$ 1.51
FUTA 1.20%	\$ 0.63	\$ 0.94	\$ 1.25
SUI 6.20%	\$ 3.24	\$ 4.85	\$ 6.47
Workers Compensation Insurance 21.14%	\$ 11.03	\$ 16.55	\$ 22.07
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 18.89</b>	<b>\$ 28.33</b>	<b>\$ 37.78</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 1.00	\$ 1.00	\$ 1.00
<b>Hourly Benefits Subtotal</b>	<b>\$ 22.10</b>	<b>\$ 22.10</b>	<b>\$ 22.10</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 96.73</b>	<b>\$ 132.27</b>	<b>\$ 167.81</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



**STATEMENT OF FRINGE BENEFITS  
EMPLOYER'S PAYMENTS**

Project Name & Contract Number:		Date:	
Marshall ES Classroom Building Marshall School, Project No. 1641; DIR		7/1/2018	
Subcontract & Project Number:		Business Address:	
Sam Hill & Sons, Inc.		2627 Beene Road. Ventura, CA 93004	
Contractor's License No.	Phone:	Fax:	
<b>648594</b>	<b>(805) 644-6248</b>	<b>(805) 644-2813</b>	
Effective Date: 07/01/2018	Increase Date: 07/01/2018	Subsistence:	<b>\$ 45.00</b>
Classification:	Laborer Journeyman, Foreman Groups 1-4	Room & board provided in lieu of cash as allowed per CA state law	
Fringe Benefits Pkg		Hourly Rate:	Fringe Benefits paid on behalf of Employee
Employer Payments	Vacation	<b>\$4.84</b>	Construction Laborers Trust Funds 4399 Santa Anita Ave - Suite 205 El Monte, CA 91731 Phone: (626) 350-6900 Fax: (626) 350-7583
	Health & Welfare	<b>\$7.32</b>	
	Pension	<b>\$7.78</b>	
	Apprentice/Training	<b>\$0.69</b>	
	Other	<b>\$0.86</b>	
	Total Hourly Fringes	<b>\$21.49</b>	
Effective Date: 07/01/2018	Increase Date: 07/01/2018	Subsistence:	<b>\$ 45.00</b>
Classification:	Laborer Apprentice Periods 1-6	Room & board provided in lieu of cash as allowed per CA state law	
Fringe Benefits Pkg		Periods 1-6	Fringe Benefits paid on behalf of Employee
Employer Payments	Vacation	<b>\$3.39</b>	Construction Laborers Trust Funds 4399 Santa Anita Ave - Suite 205 El Monte, CA 91731 Phone: (626) 350-6900 Fax: (626) 350-7583
	Health & Welfare	<b>\$5.12</b>	
	Pension	<b>\$1.56</b>	
	Apprentice/Training	<b>\$0.69</b>	
	Other	<b>\$0.86</b>	
	Total Hourly Fringes	<b>\$11.62</b>	
THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE FIRST CERTIFIED PAYROLL, OR WHEN THERE HAVE BEEN ANY CHANGES			
I certify under penalty or perjury the fringe benefits are paid to the approved Plans, Funds, or programs listed above.			
Submitted by (Signature) 		Name and Title/Position: Melisa Vickers, Accounting/Payroll	

**SAM HILL & SONS, INC.**  
P.O. Box 5670 Ventura CA 93005  
CA California License No. 648594  
[www.samhillandsons.com](http://www.samhillandsons.com)



## HOURLY LABOR COST RATES

**Sub/Contractor:** SAM HILL & SONS, INC.      **Trade:** SEWER; WATER; STORM DRAIN  
**Date:** 7/1/2018      **Classification:** LABORER GROUP 4  
**Project:** MARSHALL ELEMENTARY SCHOOL  
**Rate Effective Through:** July 1, 2019      **Union :**  **Non Union:**

	<b>Straight Time</b>	<b>Time &amp; 1/2</b>	<b>Double Time</b>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 36.89	\$ 55.34	\$ 73.78
Vacation & Holiday Accrual	\$ 4.59	\$ 4.59	\$ 4.59
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 41.48</b>	<b>\$ 59.93</b>	<b>\$ 78.37</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 2.29	\$ 3.43	\$ 4.57
Medicare 1.45%	\$ 0.53	\$ 0.80	\$ 1.07
FUTA 1.20%	\$ 0.44	\$ 0.66	\$ 0.89
SUI 6.20%	\$ 2.29	\$ 3.43	\$ 4.57
Workers Compensation Insurance 21.14%	\$ 7.80	\$ 11.70	\$ 15.60
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 13.35</b>	<b>\$ 20.03</b>	<b>\$ 26.70</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 7.32	\$ 7.32	\$ 7.32
Pension & Retirement (or equivalent)	\$ 7.78	\$ 7.78	\$ 7.78
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
<b>Hourly Benefits Subtotal</b>	<b>\$ 15.79</b>	<b>\$ 15.79</b>	<b>\$ 15.79</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 70.62</b>	<b>\$ 95.74</b>	<b>\$ 120.86</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



## HOURLY LABOR COST RATES

**Sub/Contractor:** SAM HILL & SONS, INC.      **Trade:** SEWER; WATER; STORM DRAIN  
**Date:** 7/1/2018      **Classification:** OPERATOR 8  
**Project:** MARSHALL ELEMENTARY SCHOOL  
**Rate Effective Through:** July 1, 2019      **Union :**  **Non Union:**

	<b>Straight Time</b>	<b>Time &amp; 1/2</b>	<b>Double Time</b>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 48.19	\$ 72.29	\$ 96.38
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 51.74</b>	<b>\$ 75.84</b>	<b>\$ 99.93</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 2.99	\$ 4.48	\$ 5.98
Medicare 1.45%	\$ 0.70	\$ 1.05	\$ 1.40
FUTA 1.20%	\$ 0.58	\$ 0.87	\$ 1.16
SUI 6.20%	\$ 2.99	\$ 4.48	\$ 5.98
Workers Compensation Insurance 21.14%	\$ 10.19	\$ 15.28	\$ 20.37
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 17.44</b>	<b>\$ 26.16</b>	<b>\$ 34.88</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 1.00	\$ 1.00	\$ 1.00
<b>Hourly Benefits Subtotal</b>	<b>\$ 22.10</b>	<b>\$ 22.10</b>	<b>\$ 22.10</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 91.28</b>	<b>\$ 124.09</b>	<b>\$ 156.91</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



**STATEMENT OF FRINGE BENEFITS  
EMPLOYER'S PAYMENTS**

Project Name & Contract Number:				Date:	
Marshall ES Classroom Building Marshall School, Project No. 1641; DIR				7/1/2018	
Subcontract & Project Number:			Business Address:		
Sam Hill & Sons, Inc.			2627 Beene Road. Ventura, CA 93004		
Contractor's License No.		Phone:		Fax:	
648594		(805) 644-6248		(805) 644-2813	
Effective Date: 07/01/2018		Increase Date: 07/01/2018		Subsistence: \$ 30.00	
Classification:		Operator Journeyman, Foreman Group 8		Room & board provided in lieu of cash as allowed per CA state law	
Fringe Benefits Pkg		Hourly Rate:		Fringe Benefits paid on behalf of Employee	
Employer Payments	Vacation	\$3.55		Operating Engineers Trust Funds  P.O. Box 844633 Pasadena, CA 90084-4633 Phone: (626) 356-1000	
	Health & Welfare	\$11.45			
	Pension	\$9.65			
	Apprentice/Training	\$1.00			
	Other	\$1.33			
	Total Hourly Fringes	\$26.98			
Effective Date: 07/01/2018		Increase Date: 07/01/2018		Subsistence: \$ 30.00	
Classification:		Operator Apprentice Periods 1-6		Room & board provided in lieu of cash as allowed per CA state law	
Fringe Benefits Pkg		Periods 1-2	Periods 3-6	Fringe Benefits paid on behalf of Employee	
Employer Payments	Vacation	\$3.55	\$3.55	Operating Engineers Trust Funds  P.O. Box 844633 Pasadena, CA 90084-4633 Phone: (626) 356-1000	
	Health & Welfare	\$11.45	\$11.45		
	Pension	\$0.00	\$9.65		
	Apprentice/Training	\$1.00	\$1.00		
	Other	\$1.33	\$1.33		
	Total Hourly Fringes	\$17.33	\$26.98		
THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE FIRST CERTIFIED PAYROLL, OR WHEN THERE HAVE BEEN ANY CHANGES					
I certify under penalty or perjury the fringe benefits are paid to the approved Plans, Funds, or programs listed above.					
Submitted by (Signature) 			Name and Title/Position: Melisa Vickers, Accounting/Payroll		

**SAM HILL & SONS, INC.**  
P.O. Box 5670 Ventura CA 93005  
CA California License No. 648594  
[www.samhillandsons.com](http://www.samhillandsons.com)



## HOURLY LABOR COST RATES

**Sub/Contractor:** SAM HILL & SONS, INC.      **Trade:** SEWER; WATER; STORM DRAIN  
**Date:** 9/13/2019      **Classification:** LABORER FOREMAN  
**Project:** MARSHALL ELEMENTRY SCHOOL  
**Rate Effective Through:** July 1, 2020      **Union :**  **Non Union:**

	<u>Straight Time</u>	<u>Time &amp; 1/2</u>	<u>Double Time</u>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 53.94	\$ 80.91	\$ 107.88
Vacation & Holiday Accrual	\$ 4.87	\$ 4.87	\$ 4.87
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 58.81</b>	<b>\$ 85.78</b>	<b>\$ 112.75</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 3.34	\$ 5.02	\$ 6.69
Medicare 1.45%	\$ 0.78	\$ 1.17	\$ 1.56
FUTA 1.20%	\$ 0.65	\$ 0.97	\$ 1.29
SUI 6.20%	\$ 3.34	\$ 5.02	\$ 6.69
Workers Compensation Insurance 21.14%	\$ 11.40	\$ 17.10	\$ 22.81
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 19.52</b>	<b>\$ 29.28</b>	<b>\$ 39.04</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 7.47	\$ 7.47	\$ 7.47
Pension & Retirement (or equivalent)	\$ 8.40	\$ 8.40	\$ 8.40
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
<b>Hourly Benefits Subtotal</b>	<b>\$ 16.56</b>	<b>\$ 16.56</b>	<b>\$ 16.56</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 94.89</b>	<b>\$ 131.62</b>	<b>\$ 168.35</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



## HOURLY LABOR COST RATES

**Sub/Contractor:** SAM HILL & SONS, INC.      **Trade:** SEWER; WATER; STORM DRAIN  
**Date:** 9/13/2019      **Classification:** OPERATOR FOREMAN  
**Project:** MARSHALL ELEMENTRY SCHOOL  
**Rate Effective Through:** July 1, 2020      **Union :**  **Non Union:**

	<b>Straight Time</b>	<b>Time &amp; 1/2</b>	<b>Double Time</b>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 53.94	\$ 80.91	\$ 107.88
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 57.49</b>	<b>\$ 84.46</b>	<b>\$ 111.43</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 3.34	\$ 5.02	\$ 6.69
Medicare 1.45%	\$ 0.78	\$ 1.17	\$ 1.56
FUTA 1.20%	\$ 0.65	\$ 0.97	\$ 1.29
SUI 6.20%	\$ 3.34	\$ 5.02	\$ 6.69
Workers Compensation Insurance 21.14%	\$ 11.40	\$ 17.10	\$ 22.81
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 19.52</b>	<b>\$ 29.28</b>	<b>\$ 39.04</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 11.60	\$ 11.60	\$ 11.60
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 1.50	\$ 1.50	\$ 1.50
<b>Hourly Benefits Subtotal</b>	<b>\$ 22.75</b>	<b>\$ 22.75</b>	<b>\$ 22.75</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 99.76</b>	<b>\$ 136.49</b>	<b>\$ 173.22</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



## HOURLY LABOR COST RATES

<b>Sub/Contractor:</b>	<u>SAM HILL &amp; SONS, INC.</u>	<b>Trade:</b>	<u>SEWER; WATER; STORM DRAIN</u>
<b>Date:</b>	<u>9/13/2019</u>	<b>Classification:</b>	<u>LABORER GROUP 4</u>
<b>Project:</b>	<u>MARSHALL ELEMENTRY SCHOOL</u>	<b>Union :</b>	<input checked="" type="checkbox"/> <b>Non Union:</b> <input type="checkbox"/>
<b>Rate Effective Through:</b>	<u>July 1, 2020</u>		

	<b>Straight Time</b>	<b>Time &amp; 1/2</b>	<b>Double Time</b>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 38.89	\$ 58.34	\$ 77.78
Vacation & Holiday Accrual	\$ 4.87	\$ 4.87	\$ 4.87
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 43.76</b>	<b>\$ 63.21</b>	<b>\$ 82.65</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 2.41	\$ 3.62	\$ 4.82
Medicare 1.45%	\$ 0.56	\$ 0.85	\$ 1.13
FUTA 1.20%	\$ 0.47	\$ 0.70	\$ 0.93
SUI 6.20%	\$ 2.41	\$ 3.62	\$ 4.82
Workers Compensation Insurance 21.14%	\$ 8.22	\$ 12.33	\$ 16.44
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 14.07</b>	<b>\$ 21.11</b>	<b>\$ 28.15</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 7.47	\$ 7.47	\$ 7.47
Pension & Retirement (or equivalent)	\$ 8.40	\$ 8.40	\$ 8.40
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
<b>Hourly Benefits Subtotal</b>	<b>\$ 16.56</b>	<b>\$ 16.56</b>	<b>\$ 16.56</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 74.39</b>	<b>\$ 100.88</b>	<b>\$ 127.36</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



## HOURLY LABOR COST RATES

**Sub/Contractor:** SAM HILL & SONS, INC.      **Trade:** SEWER; WATER; STORM DRAIN  
**Date:** 9/13/2019      **Classification:** OPERATOR  
**Project:** MARSHALL ELEMENTRY SCHOOL  
**Rate Effective Through:** July 1, 2020      **Union :**  **Non Union:**

	<b>Straight Time</b>	<b>Time &amp; 1/2</b>	<b>Double Time</b>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 49.94	\$ 74.91	\$ 99.88
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 53.49</b>	<b>\$ 78.46</b>	<b>\$ 103.43</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 3.10	\$ 4.64	\$ 6.19
Medicare 1.45%	\$ 0.72	\$ 1.09	\$ 1.45
FUTA 1.20%	\$ 0.60	\$ 0.90	\$ 1.20
SUI 6.20%	\$ 3.10	\$ 4.64	\$ 6.19
Workers Compensation Insurance 21.14%	\$ 10.56	\$ 15.84	\$ 21.11
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 18.07</b>	<b>\$ 27.11</b>	<b>\$ 36.15</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 11.60	\$ 11.60	\$ 11.60
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 1.50	\$ 1.50	\$ 1.50
<b>Hourly Benefits Subtotal</b>	<b>\$ 22.75</b>	<b>\$ 22.75</b>	<b>\$ 22.75</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 94.31</b>	<b>\$ 128.32</b>	<b>\$ 162.33</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |

**BULLETIN #002**

---

To:	Jennifer MacIsaac CFW	Project Name:	Marshall Elementary School New Classroom Building
Cc:	Carl Magnus, Bernards Michael Rosenberg, IOR	Project Number:	1534.01
From:	Jose Arche CSDA Design Group	Subject:	Site Gas Line
Date:	October 6, 2017	DSA A#:	03-116806

**Description:**

The attached P-101 drawing is revised for the project mentioned above. The information shown is for laying out the gas line connection from the existing site gas line to the P.O.C. into the building shown on the DSA approved CD set. Provide the gas pressure regulator shown on P-101.

---

**Attachment:**

P-101 GAS PIPE LAYOUT AT SITE PLAN

**Revised Drawings:**

P-101

**ACTION REQUIRED:**

- This is a no cost or time change to the scope of work.
- Provide itemized breakdown of costs/credits for approval by the District.
- Proceed with the work as directed above.
- Proceed as directed below.
- No Action required.

---

PREPARED BY: Jose Arche



CHANGE ORDER REQUEST

COR No. 250 R1

Date: 9/30/2019

Project: Marshall Elementary - New 6-8 Classroom Bldg.

DESCRIPTION OF WORK

Added Catch Basins

SUMMARY OF COSTS

Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
Cost to change planter catch basins to concrete traffic rated catch basins with filters.	Sam Hill & Sons Inc	23,365
Requested By: CEOR		
Ref: Revised Grading Plan.		
		Subtotal: 23,365
<b>Contractual Costs</b>		
Fee		1,207
Sub Default Insurance		280
CCIP		296
Bond		204
		Subtotal: 1,987
<b>Total Change Order Request Amount:</b>		<b>25,352</b>

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

\_\_\_\_\_

Signature  
Jose Arche, CSDA 11/19/2019

Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



P.O. BOX 5670  
 VENTURA, CA 93005  
 License No. 648594

Phone: (805) 644-6278  
 Fax: (805) 644-2813  
 Website: samhollandsons.com

REQUEST FOR CHANGE ORDER (RFC): 20

Date: 10/31/19

Contract Number: 1641.001

Customer: Bernards

Project Name: Marshall School Oxnard

SH&S Job Number: 4597.17

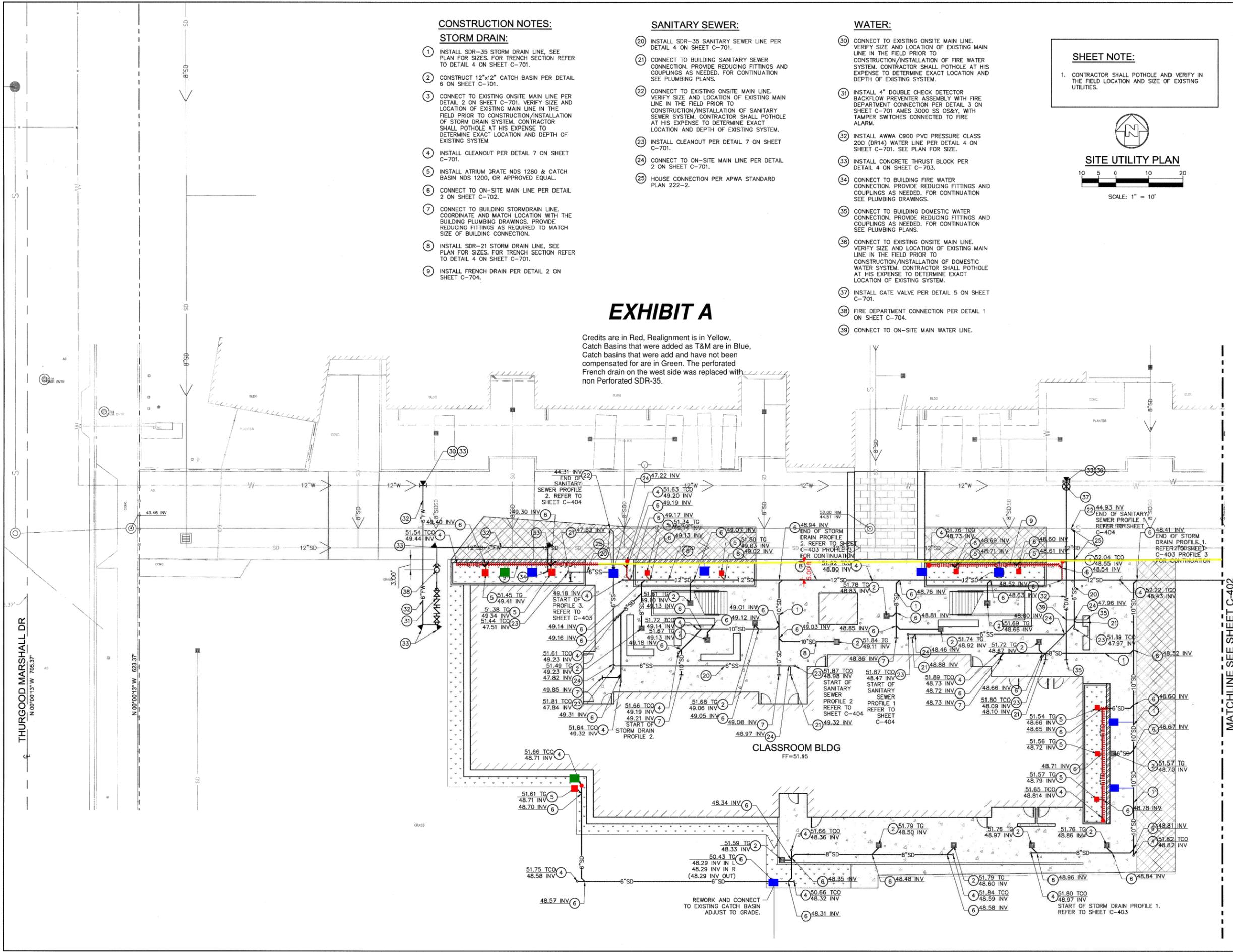
ITEM	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1 EWT# 4597060119-2	1	LS	\$ 2,646.64	\$2,646.64
2 EWT# 4597061419-1	1	LS	\$ 6,671.65	\$6,671.65
3 EWT# 4597061819-1	1	LS	\$ 2,782.60	\$2,782.60
4 EWT# 4597061919	1	LS	\$ 2,935.04	\$2,935.04
5 EWT# 4597062019	1	LS	\$ 3,369.01	\$3,369.01
6 EWT# 4597062119	1	LS	\$ 2,609.44	\$2,609.44
7 EWT# 4597062219	1	LS	\$ 2,590.64	\$2,590.64
8 Additional Catch Basin Filters	1	LS	\$ 5,365.95	\$5,365.95
9 Contractor Markup on Filters (15%)	1	LS	\$ 804.90	\$804.90
10 <b>Subtotal for Additional Catch Basins</b>	1	LS	\$ -	<b>\$29,775.87</b>
11 <b>Perforated Storm Drain 6" SDR-35 Credit</b>	<b>125</b>	<b>LF</b>	<b>\$ (61.00)</b>	<b>-\$7,625.00</b>
12 <b>1280 NDS Catch Basins Credit</b>	<b>10</b>	<b>EA</b>	<b>\$ (366.00)</b>	<b>-\$3,660.00</b>
13 <b>Storm Drain Cleanout Credit</b>	<b>4</b>	<b>EA</b>	<b>\$ (1,008.00)</b>	<b>-\$4,032.00</b>
14 <b>6"-12" PVC Removed Laterals</b>	<b>10</b>	<b>LF</b>	<b>\$ (92.00)</b>	<b>-\$920.00</b>
15 Additional Sewer Clean Outs	2	EA	\$ 750.00	\$1,500.00
16 Additional Catch Basin Per Contract Line Item	2	EA	\$ 2,231.00	\$4,462.00
17 6"-12" PVC (Replacing Perforated)	42	LF	\$ 92.00	\$3,864.00

**TOTAL FOR THIS REQUEST FOR CHANGE:** \$23,364.87

**Reason for Change:** This RFC is for installation of 7 additional catch basins that were installed at the direction of Bernards. Sam Hill had previously installed an additional catch basin on the North west side of the site at the direction of the site superintendent. On 6/1/19 we installed two additional 12"x12" Catch Basins and laterals, bottoms only. On 6/14/19 Sam Hill & Sons took delivery of additional five bottoms and nine Tops. Two were used as replacement for repairs with the balance being used for new catch basins. We also ordered and installed eight filters for these new catch basins. Six for the north side of the project, and two for the east side of the project. We submitted on saddle wyes as a cost saving measure to the district for the drainage laterals to the existing 12" Main. Contractor Quantity true-up is per Exhibit A that shows Plan Changes. This now represents a True-up of the installed quantities.

Submitted By: Steve Moreno Date: 10/31/2019

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_



**CONSTRUCTION NOTES:**

**STORM DRAIN:**

1. INSTALL SDR-35 STORM DRAIN LINE. SEE PLAN FOR SIZES. FOR TRENCH SECTION REFER TO DETAIL 4 ON SHEET C-701.
2. CONSTRUCT 12"x12" CATCH BASIN PER DETAIL 6 ON SHEET C-701.
3. CONNECT TO EXISTING ON-SITE MAIN LINE PER DETAIL 2 ON SHEET C-701. VERIFY SIZE AND LOCATION OF EXISTING MAIN LINE IN THE FIELD PRIOR TO CONSTRUCTION/INSTALLATION OF STORM DRAIN SYSTEM. CONTRACTOR SHALL POT-HOLE AT HIS EXPENSE TO DETERMINE EXACT LOCATION AND DEPTH OF EXISTING SYSTEM.
4. INSTALL CLEANOUT PER DETAIL 7 ON SHEET C-701.
5. INSTALL ATRIUM GRATE NDS 1280 & CATCH BASIN NDS 1200, OR APPROVED EQUAL.
6. CONNECT TO ON-SITE MAIN LINE PER DETAIL 2 ON SHEET C-702.
7. CONNECT TO BUILDING STORM DRAIN LINE. COORDINATE AND MATCH LOCATION WITH THE BUILDING PLUMBING DRAWINGS. PROVIDE REDUCING FITTINGS AS REQUIRED TO MATCH SIZE OF BUILDING CONNECTION.
8. INSTALL SDR-21 STORM DRAIN LINE. SEE PLAN FOR SIZES. FOR TRENCH SECTION REFER TO DETAIL 4 ON SHEET C-701.
9. INSTALL FRENCH DRAIN PER DETAIL 2 ON SHEET C-704.

**SANITARY SEWER:**

20. INSTALL SDR-35 SANITARY SEWER LINE PER DETAIL 4 ON SHEET C-701.
21. CONNECT TO BUILDING SANITARY SEWER CONNECTION. PROVIDE REDUCING FITTINGS AND COUPLINGS AS NEEDED. FOR CONTINUATION SEE PLUMBING PLANS.
22. CONNECT TO EXISTING ON-SITE MAIN LINE. VERIFY SIZE AND LOCATION OF EXISTING MAIN LINE IN THE FIELD PRIOR TO CONSTRUCTION/INSTALLATION OF SANITARY SEWER SYSTEM. CONTRACTOR SHALL POT-HOLE AT HIS EXPENSE TO DETERMINE EXACT LOCATION AND DEPTH OF EXISTING SYSTEM.
23. INSTALL CLEANOUT PER DETAIL 7 ON SHEET C-701.
24. CONNECT TO ON-SITE MAIN LINE PER DETAIL 2 ON SHEET C-701.
25. HOUSE CONNECTION PER APWA STANDARD PLAN 222-2.

**WATER:**

30. CONNECT TO EXISTING ON-SITE MAIN LINE. VERIFY SIZE AND LOCATION OF EXISTING MAIN LINE IN THE FIELD PRIOR TO CONSTRUCTION/INSTALLATION OF FIRE WATER SYSTEM. CONTRACTOR SHALL POT-HOLE AT HIS EXPENSE TO DETERMINE EXACT LOCATION AND DEPTH OF EXISTING SYSTEM.
31. INSTALL 4" DOUBLE CHECK DETECTOR BACKFLOW PREVENTER ASSEMBLY WITH FIRE DEPARTMENT CONNECTION PER DETAIL 3 ON SHEET C-701 AMES 3000 SS OS&Y, WITH TAMPER SWITCHES CONNECTED TO FIRE ALARM.
32. INSTALL AWWA C900 PVC PRESSURE CLASS 200 (DR14) WATER LINE PER DETAIL 4 ON SHEET C-701. SEE PLAN FOR SIZE.
33. INSTALL CONCRETE THRUST BLOCK PER DETAIL 4 ON SHEET C-703.
34. CONNECT TO BUILDING FIRE WATER CONNECTION. PROVIDE REDUCING FITTINGS AND COUPLINGS AS NEEDED. FOR CONTINUATION SEE PLUMBING DRAWINGS.
35. CONNECT TO EXISTING ON-SITE MAIN LINE. VERIFY SIZE AND LOCATION OF EXISTING MAIN LINE IN THE FIELD PRIOR TO CONSTRUCTION/INSTALLATION OF DOMESTIC WATER SYSTEM. CONTRACTOR SHALL POT-HOLE AT HIS EXPENSE TO DETERMINE EXACT LOCATION OF EXISTING SYSTEM.
37. INSTALL GATE VALVE PER DETAIL 5 ON SHEET C-701.
38. FIRE DEPARTMENT CONNECTION PER DETAIL 1 ON SHEET C-704.
39. CONNECT TO ON-SITE MAIN WATER LINE.

**SHEET NOTE:**

1. CONTRACTOR SHALL POT-HOLE AND VERIFY IN THE FIELD LOCATION AND SIZE OF EXISTING UTILITIES.



**SITE UTILITY PLAN**



SCALE: 1" = 10'

**EXHIBIT A**

Credits are in Red, Realignment is in Yellow, Catch Basins that were added as T&M are in Blue, Catch basins that were add and have not been compensated for are in Green. The perforated French drain on the west side was replaced with non Perforated SDR-35.

MATCHLINE SEE SHEET C-402

4061 Glencoe Ave., Suite B  
Marina del Rey, CA 90292  
323.821.9200

www.csddesigngroup.com

STAMP:

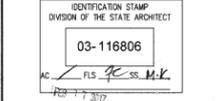


CONSULTANT:



1041 S. Garfield Avenue,  
Suite #210  
Alhambra, CA 91801  
Tel: 323.729.8058  
Fax: 323.729.6043

AUTHORITY APPROVAL:



PROJECT OWNER:  
OXNARD SCHOOL DISTRICT

1051 S. A STREET  
OXNARD, CA 93030  
805.487.3918

www.oxnardsd.org

PROJECT NAME:  
**MARSHALL NEW CLASSROOM BUILDING**

2500 THURGOOD MARSHALL DR.  
OXNARD, CA 93036

KEY PLAN:

NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	12/08/15
3	DSA SUBMITTAL	01/28/16
4	DSA BACKCHECK	02/03/17

ORIGINAL SCALE:  
PROJECT NO.: 1534.01  
SHEET TITLE:

**SITE UTILITY PLAN**

SHEET NO.:  
**C-401**





Steve



Famcon Pipe & Supply, Inc.  
200 Lambert St  
OXNARD, CA 93036  
Phone 805-485-4350  
Fax 805-485-3070



# Invoice

INVOICE DATE	INVOICE NUMBER
06/14/2019	5100005505.001
REMIT TO: Famcon Pipe & Supply, Inc. 200 Lambert St OXNARD, CA 93036	
PAGE NO. 1 of 1	

BILL TO:

SHIP TO:

HILL SAM & SON'S INC. FPS  
P.O. BOX 5670  
VENTURA, CA 93005-0670

4597 MARSHALL SCH, HILL SAM + SONS  
WILL CALL  
OXNARD, CA 93036

*CMS 12007623.08*

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
1946		4597	Don Isley		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Don Isley		OT OUR TRUCK	Net 30 Days	06/14/2019	06/12/2019
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
16ea	15ea	NS1240LIDSD SBF #1240 C.I. LID ONLY S.D.	70.000/ea	1050.00	
14ea	14ea	NS3280008 8" SDR35 MIPT PLUG 2 BOX WC	50.000/ea	700.00	
5ea	5ea	MSG06 MANHOLE STOP GASKET, 6" #102700	6.000/ea	30.00	
9ea	9ea	SFPM06SW PLUG, MPT SDR35 6"	14.000/ea	126.00	
23ea	23ea	1240B SBF #1240 C.I. TRAFFIC VALVE BOX BODY	125.000/ea	2875.00	
7ea	7ea	1240LS SBF #1240 C.I. TRAFFIC LID "SEWER"	70.000/ea	490.00	
14ea	14ea	SFFHCO08SW ADAPTER, CLEANOUT HUBXFIPT SDR35 8" 227-0008 2 BOX WC	70.000/ea	980.00	
9ea	9ea	SFFHCO06SW ADAPTER, CLEANOUT HUBXFIPT SDR35 6"	22.000/ea	198.00	
5ea	5ea	SF45SG06G ELBOW, SXG 45DEG SDR35 6"	17.000/ea	85.00	
20ft	20ft	PDR3506 PIPE, 6" SDR35 20' TS	2.200/ft	44.00	
5ea	5ea	SFYS0612G WYE SADDLE, SDR35 6 ON 12	126.000/ea	630.00	
		<i>Signature</i> Signature Printed Name	<i>date</i> date		
		<i>540</i>	<i># 4597</i>		

Invoice is due by 07/14/2019

Past Due invoices may be subject to 1.50% late charge.  
Thank you for your business. If this invoice is paid by credit card, there will be a 3% fee.

Subtotal	7208.00
S&H Charges	0.00
Tax	522.58
Payments	0.00
Amount Due	7730.58



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070



# Invoice

INVOICE DATE	INVOICE NUMBER
06/01/2019	S100004366.001
REMIT TO: Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036	
PAGE NO. 1 of 1	

BILL TO:

SHIP TO:

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

HILL SAM & SON'S INC. FPS  
 2627 BEENE RD  
 VENTURA, CA 93003

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
242	4597	4597	Don Isley		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Doug Hampton		OT OUR TRUCK	Net 30 Days	06/01/2019	05/29/2019
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
2ea	2ea	SFEIC0804G INCREASER, CPL SXG SDR35 8 X 4" ECC	36.084/ea	72.17	
4ea	4ea	J&R 12X12X28 CB EXT	175.000/ea	700.00	
2ea	2ea	NS1212SGAT1G 12" X 12" STEEL ADA TRAFFIC GRATE GALVANIZED	295.000/ea	590.00	
5ea	5ea	J&R 12X12X12 CB TOP	210.000/ea	1050.00	
		<i>Kamran</i> signature		5/31/19 Date	
				EWT4597060119	

Invoice is due by 07/01/2019

Past Due invoices may be subject to 1.50% late charge.  
 Thank you for your business. If this invoice is paid by credit card, there will be a 3% fee.

Subtotal	2412.17
S&H Charges	0.00
Tax	186.94
Payments	0.00
Amount Due	2599.11





Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070

Stew



# Invoice

INVOICE DATE	INVOICE NUMBER
06/14/2019	S100005372.001
REMIT TO Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036	PAGE NO. 1 of 1

BILL TO:

SHIP TO:

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

4597 MARSHALL SCH, HILL SAM + SONS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1946		4597	Don Isley	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Don Isley	OT OUR TRUCK	Net 30 Days	06/14/2019	06/11/2019
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
5ea	5ea	NS121228CB BROOKS 12" X 12" X 28" LOWER SECTION W/KNOCK OUTS	175.000/ea	875.00
9ea	9ea	NS1212CBT12K BROOKS 12" X 12" X 12" TOP SECTION W/GALV. FRAME	210.000/ea	1890.00
12ea	12ea	NS1212SGAT1G 12" X 12" STEEL ADA TRAFFIC GRATE GALVANIZED	295.000/ea	3540.00
		 Signature _____ Date <u>06/14/19</u>  Printed Name _____ Items _____		
		V 540 <sup>1#</sup> 4597		

Invoice is due by 07/14/2019

Past Due invoices may be subject to 1.50% late charge.  
 Thank you for your business. If this invoice is paid by credit card, there will be a 3% fee.

Subtotal	6305.00
S&H Charges	0.00
Tax	488.64
Payments	0.00
Amount Due	6793.64

Steve



# Invoice



Famcon Pipe & Supply, Inc  
200 Lambert St  
OXNARD, CA 93036  
Phone 805-485-4350  
Fax 805-485-3070

INVOICE DATE	INVOICE NUMBER
06/14/2019	\$100005505.001
REMIT TO: Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036	
PAGE NO. 1 of 1	

BILL TO:

06/14/2019

SHIP TO:

HILL SAM & SON'S INC. FPS  
P.O. BOX 5670  
VENTURA, CA 93005-0670

4597 MARSHALL SCH, HILL SAM + SONS  
WILL CALL  
OXNARD, CA 93036

*CM 5/14/2019 7:16:23.88*

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
1946		4597	Don Isley		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Don Isley		OT OUR TRUCK	Net 30 Days	06/14/2019	06/12/2019
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
16ea	15ea	NS1240LIDSD SBF #1240 C.I. LID ONLY S.D.	70.000/ea	1050.00	
14ea	14ea	NS3280008 8" SDR35 MIPT PLUG 2 BOX WC	50.000/ea	700.00	
5ea	5ea	MSG06 MANHOLE STOP GASKET, 6" #102700	6.000/ea	30.00	
9ea	9ea	SFPM06SW PLUG, MPT SDR35 6"	14.000/ea	126.00	
23ea	23ea	1240B SBF #1240 C.I. TRAFFIC VALVE BOX BODY	125.000/ea	2875.00	
7ea	7ea	1240LS SBF #1240 C.I. TRAFFIC LID "SEWER"	70.000/ea	490.00	
14ea	14ea	SFFHCO08SW ADAPTER, CLEANOUT HUBXFIPT SDR35 8" 227-0008 2 BOX WC	70.000/ea	980.00	
9ea	9ea	SFFHCO06SW ADAPTER, CLEANOUT HUBXFIPT SDR35 6"	22.000/ea	198.00	
5ea	5ea	SF45SG06G ELBOW, SXG 45DEG SDR35 6"	17.000/ea	85.00	
20ft	20ft	PDR3506 PIPE, 6" SDR35 20' TS	2.200/ft	44.00	
5ea	5ea	SFYS0612G WYE SADDLE, SDR35 6 ON 12	126.000/ea	630.00	

  
 Signature: \_\_\_\_\_ Date: 06/14/19  
 Printed Name: Don Isley # Items: \_\_\_\_\_

V 540 # 4597

Invoice is due by 07/14/2019

Past Due invoices may be subject to 1.50% late charge.  
Thank you for your business. If this invoice is paid by credit card, there will be a 3% fee.

Subtotal	7208.00
S&H Charges	0.00
Tax	522.58
Payments	0.00
Amount Due	7730.58



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070

*Stone*



# Invoice

INVOICE DATE	INVOICE NUMBER
06/18/2019	S100005937.001
REMIT TO: Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036	
PAGE NO. 1 of 1	

BILL TO:

SHIP TO:

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

4597 MARSHALL SCH, HILL SAM + SONS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
1946	4597	4597	Don Isley		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Mark Churchill		WILL CALL	Net 30 Days	06/18/2019	06/18/2019
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
5ea	5ea	SF4506G 45, GXG SDR 35 6"	16.000/ea	80.00	
<p>2019/06/19 06:55:11 AM S100005937.1</p> <p><i>[Signature]</i></p> <p>DILLON</p> <p><i>V 540 # 4597</i></p> <p><i>EWT4597061819 ✓</i></p>					

Invoice is due by 07/18/2019

Past Due invoices may be subject to 1.50% late charge.  
 Thank you for your business. If this invoice is paid by credit card, there will be a 3% fee.

Subtotal	80.00
S&H Charges	0.00
Tax	5.80
Payments	0.00
Amount Due	85.80







Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070

JUN 18 2019  
 FAX



# Invoice

INVOICE DATE	INVOICE NUMBER
06/18/2019	S100005937.001
REMIT TO: Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036	
PAGE NO.	
1 of 1	

BILL TO:

SHIP TO:

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

4597 MARSHALL SCH, HILL SAM + SONS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
1946	4597	4597	Don Isley		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Mark Churchill		WILL CALL	Net 30 Days	06/18/2019	06/18/2019
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
5ea	5ea	SF4506G 45, GXG SDR 35 6"	16.000/ea	80.00	
<p>2018/06/19 00:55:11 AM S100005937.1</p> <p><i>[Signature]</i></p> <p>DILLON</p> <p><i>V 540 # 4597</i></p> <p><i>EWT4597061819 ✓</i></p>					

Invoice is due by 07/18/2019

Past Due invoices may be subject to 1.50% late charge.  
 Thank you for your business. If this invoice is paid by credit card, there will be a 3% fee.

Subtotal	80.00
S&H Charges	0.00
Tax	5.80
Payments	0.00
Amount Due	85.80

915



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070

CONFIRMATION/ORDER   
**Ship Ticket**

*TAM*

SHIP DATE	ORDER NUMBER
06/18/2019	S100005937.001
Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036 Phone 805-485-4350 Fax 805-485-3070	
PAGE NO.	
1 of 1	

SOLD TO:

SHIP TO:

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

4597 MARSHALL SCH, HILL SAM + SONS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1946	4597	4597	Don Isley	
WRITER	SHIP VIA	WAREHOUSE	ORDER DATE	FREIGHT ALLOWED
Mark Churchill	WILL CALL	Ship: FPS Price: FPS	06/18/2019	No
ORDER QTY	SHIP QTY	DESCRIPTION		
5ea	5ea	SF4506G 45, GXG SDR 35 6"		
<p>2010/06/19 08:55:11 AM S100005937.1</p> <p><i>[Signature]</i></p> <p>DILLON</p> <p><i>EWT 4597</i>  <i>4797061819</i>  <hr/> <i>EWT</i></p>				

Subtotal	
S&H Charges	
Tax	916
Payments	
Amount Due	

Steve



Famcon Pipe & Supply, Inc  
200 Lambert St  
OXNARD, CA 93036  
Phone 805-485-4350  
Fax 805-485-3070



# Invoice

INVOICE DATE	INVOICE NUMBER
06/18/2019	S100005919.001
REMIT TO: Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036	
PAGE NO. 1 of 1	

BILL TO:

JUN 20 2019

SHIP TO:

HILL SAM & SON'S INC. FPS  
P.O. BOX 5670  
VENTURA, CA 93005-0670

4597 MARSHALL SCH, HILL SAM + SONS  
P.O. BOX 5670  
VENTURA, CA 93005-0670

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
1946	4597	4597	Don Isley		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Omar Frias		PICK UP	Net 30 Days	06/18/2019	06/18/2019
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1ea	1ea	LUBEQT QUART PIPE LUBE	3.400/ea	3.40	
1ea	1ea	SF2204SGG ELBOW, SXG 22 1/2 DEG SDR35 4"	8.000/ea	8.00	
1ea	1ea	SF45SG04G 45, SXG SDR 35 4"	8.000/ea	8.00	
1ea	1ea	SFY0604G WYE, GXGXG SDR35 6 X 4"	29.000/ea	29.00	
5ea	5ea	SF9006G 90, GXG SDR 35 6"	20.000/ea	100.00	
5ea	5ea	SF2206SGG ELBOW, SXG 22 1/2 DEG SDR35 6"	15.000/ea	75.00	
1ea	1ea	SF9004G 90, GXG SDR 35 4"	10.000/ea	10.00	
<p>2019/06/18 02:33:32 PM S100005919.1</p> <p><i>Don S</i></p> <p>DILLON</p> <p>V 540 # 4597</p> <p>4597</p> <p>EWT 4797061819 ✓</p>					

Invoice is due by 07/18/2019

Past Due invoices may be subject to 1.50% late charge.  
Thank you for your business. If this invoice is paid by credit card, there will be a 3% fee.

Subtotal	233.40
S&H Charges	0.00
Tax	16.92
Payments	0.00
Amount Due	250.32

917



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070

CONFIRMATION/ORDER

Ship Ticket

SHIP DATE	ORDER NUMBER
06/18/2019	S100005919.001
Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036 Phone 805-485-4350 Fax 805-485-3070	
PAGE NO.	
1 of 1	

SOLD TO:

SHIP TO:

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

4597 MARSHALL SCH, HILL SAM + SONS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
1946	4597	4597	Don Isley
WRITER	SHIP VIA	WAREHOUSE	ORDER DATE
Omar Frias	PICK UP	Ship: FPS Price: FPS	06/18/2019
ORDER QTY	SHIP QTY	DESCRIPTION	
1ea	1ea	LUBEQT QUART PIPE LUBE	
1ea	1ea	SF2204SGG ELBOW, SXG 22 1/2 DEG SDR35 4"	
1ea	1ea	SF45SG04G 45, SXG SDR 35 4"	
1ea	1ea	SFY0604G WYE, GXGXG SDR35 6 X 4"	
5ea	5ea	SF9006G 90, GXG SDR 35 6"	
5ea	5ea	SF2206SGG ELBOW, SXG 22 1/2 DEG SDR35 6"	
1ea	1ea	SF9004G 90, GXG SDR 35 4"	
2010/06/18 02:33:32 PM S100005919.1			
<p style="text-align: center;"><i>Don S</i></p> <p style="text-align: center;">DILLON</p> <p style="text-align: right; font-size: 2em;">4597 4797061819</p> <p style="text-align: right;"><i>Est</i></p>			

Subtotal	
S&H Charges	
Tax	918
Payments	
Amount Due	







# SUPPLY

CONSTRUCTION & INDUSTRIAL

WHITE CAP

HD Supply Construction Supply, Ltd.  
501 W. Church Street, Orlando, FL 32805-2247

# INVOICE

BRANCH ADDRESS

007 - VENTURA  
(805) 644-2226  
6086 NICOLLE ST  
VENTURA CA 93003  
VENTURA

INVOICE NUMBER	10010741395
INVOICE DATE	06/20/2019
CUSTOMER PO NUMBER	4597

ENROLLMENT TOKEN: HLX TGD ZPX

SOLD TO: 2206000

SAM HILL & SONS  
2627 BEENE ROAD  
P.O. BOX 5670  
VENTURA CA 93003

TERRITORY:

SHIP TO: 10002372168

PLEASE REMIT PAYMENT TO:

HD SUPPLY CONSTRUCTION AND  
INDUSTRIAL - WHITE CAP  
P.O. Box 6040  
CYPRESS, CA 90630-0040

MARSHALL ELEMENTARY  
2900 THURGOOD MARSHALL DR  
OXNARD CA 93036

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER				TAKEN BY	
06/20/2019	33463703	DYLAN STOCKMEIR	HARMON, DOUGLAS D				CONTRERAS, ROBERTO	
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING				CUSTOMER JOB NO.	
007	10002372168	2% 10TH NET 11TH	5. WALK IN				MARSHALL	
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
1	227CM604K	60 LB 4000 PSI AVERAGE COMPRESSIVE STRENGTH CONCRETE MIX QUIKRETE	18	6.49 EA	0	18	116.82	9.05
2	208HC160	12"X3-1/2" HI-CRAFT CALI WOOD FLOAT KRAFT	1	5.09 EA	0	1	5.09	0.40
3	208GG424	5" POINTING TROWEL WOOD HANDLE KRAFT	1	15.29 EA	0	1	15.29	1.19

*EWT 4597062019 ✓*

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Visit [http://whitecap.com/misc/terms\\_and\\_conditions.pdf](http://whitecap.com/misc/terms_and_conditions.pdf) to view complete terms and conditions.

TOTAL GROSS	137.20
TOTAL TAX	10.64
TOTAL SHIPPING AND HANDLING	0.00
<b>TOTAL INVOICE</b>	<b>147.922</b>

RECEIVED BY: SIGNATURE COPY ON FILE

Please verify that the remit to address you are using agrees to the address shown at the top of this invoice.



007 - Ventura  
 6086 Nicole St  
 Ventura, CA, 93003  
 (805) 644-2226

RECEIPT

33463703

Sold To: 2206000  
 SAM HILL & SONS  
 2627 BEENE ROAD  
 VENTURA, CA, 93003  
 805-644-6278

Ship To: MARSHALL  
 ELEMENTARY, 10002372168  
 2900 THURGOOD MARSHALL DR  
 OXNARD, CA, 93036  
 Job Site Contact:  
 Job Site Phone:  
 Map #:

Printed By : Roberto C

Printed Date : 06/20/2019 07:01 AM PACIFIC

Ordered By: DYLAN STOCKMEIR

Contact Phone:

Order Number		Order Date	Request Date			Invoice Date		Salesperson
33463703		06/20/2019	06/20/2019					Harmon, D
Terms		Shipping Method	Customer PO					Created By
210TINITH		5. Walk In	4597					Roberto C
LN	Part#	Description	Quantity			UOM	Price	Amount
BIN	H/M	LOT/SN	ORD	SHIP	BKO	Unit WT	COO	
1.1 1-F140103	227CM604K VPN: 110160	60 LB 4000 PSI AVERAGE COMPRESSIVE STRENGTH CONCRETE MIX QUIKRETE	18	18	0	EA 60 LBS	\$6.49	\$116.82
WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov								
2.1 1-A070219	208HC160 VPN: HC160	12"X3-1/2" HI-CRAFT CALI WOOD FLOAT KRAFT	1	1	0	EA .605 LBS	\$5.09	\$5.09
3.1 1-A070207	208GG424 VPN: GG424	5" POINTING TROWEL WOOD HANDLE KRAFT	1	1	0	EA .305 LBS	\$15.29	\$15.29

TJM  
 #4597

Shipped amount	\$137.20
Order charges	\$0.00
Tax amount	\$10.64
Lumber Tax rate/amount	1.00% \$0.00
Order total	\$147.84
Deposit/funds tendered	\$0.00
Balance due	\$147.84



Credit Services 501 W. Church Street, Orlando, FL 32805-2247

BRANCH ADDRESS  
007 - VENTURA  
(805) 644-2226  
6086 NICOLLE ST  
VENTURA CA 93003

INVOICE NUMBER  
50000914470  
INVOICE DATE  
02/05/2014  
CUSTOMER PO NUMBER  
3648

ENROLLMENT TOKEN PKX DKK HKR

SOLD TO: 2206000

TERRITORY:

SHIP TO: 10000234249

PLEASE REMIT PAYMENT TO  
HDS WHITE CAP CONST SUPPLY  
P.O. Box 6040  
CYPRESS, CA 90630-0040

SAM HILL & SONS  
2627 BEENE ROAD  
P.O. BOX 5670  
VENTURA CA 93003

RECEIVED FEB 06 2014

WENDY DR  
WENDY DR. & 101 FWY  
THOUSAND OAKS CA 91319

ORDER DATE	ORDER NO	ORDERED BY	ACCOUNT MANAGER	CREATED BY		
02/04/2014	12456705	DANNY CRUIZ	HARMON, DOUGLAS D	FISCHETTI, DANIEL A		
BRANCH	ACCOUNT NO	TERMS	SHIP WAY/ROUTING	CUSTOMER PO NO		
007	10000234249	2% 10TH NET 11TH	O. WILL CALL	WENDY DR		
PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY SHIP	EXTENDED PRICE	TAX AMT
0	HDRDESC	1	0	0	1	0.00
	DELIVERY TAG#: 981118 SHIPPING NOTES: CUSTOMER WILL PICK UP 25 ON 2-4-14 ANOTHER 25 ON 2-5-14					
433RSCM60	60LB CONCRETE MIX GREEN RAPID SET CTS	12	14.39 BAG	0	12	172.68
	15.47 per bag					
	V 1390   G 4040 # 3964					
	30-30					

**We Want to Hear from YOU!**  
Your satisfaction is important to us and we would like to know how to serve you better. Please click the link below or type the address into your browser, and take a quick 5 minute survey.  
<http://www.WhiteCap.com/act-survey>  
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For questions regarding this invoice please call 1-800-WHITECAP (1-800-944-8322).

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Visit [http://whitecap.com/misc/terms\\_and\\_conditions.pdf](http://whitecap.com/misc/terms_and_conditions.pdf) to view complete terms and conditions.

TOTAL GROSS	172.68
TOTAL TAX	1.924
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	185.63

ED BY: DANNY CRUIZ

SIGNATURE COPY ON FILE

Verify that the remit to address you are using agrees to the address shown at the top of this invoice.



DATE		
MO.	DAY	YR.
06	22	19

Saturday  
DAY

**SAM HILL & SONS, INC.**  
GENERAL ENGINEERING CONTRACTOR  
P.O. BOX 5670, VENTURA, CALIFORNIA 93005  
(805) 644-6278 • FAX (805) 644-2813

LIC. NO. 648594

N<sup>o</sup> 926-8266

Job No. 4597

Customer Bernards

Location MARSHALL

**EXTRA WORK TICKET**

LABOR		STRAIGHT TIME			PREMIUM TIME			DOUBLE TIME			
NAME	CLASSIFICATION	HRS.	RATE	AMOUNT	HRS.	RATE	AMOUNT	HRS.	RATE	AMOUNT	
D. Stockman	CP				8	124.09	992.72				
A. VASQUEZ	CAB				8	95.74	765.92				
Additional DPs to grade & pour											
<div style="border: 1px solid red; padding: 5px;"> <p>Verification of Time Only Subject to the Terms and Conditions of the Subcontract</p> <p>By: <u>Will Hill</u> Signature: <u>[Signature]</u> Print Name: <u>Will Hill</u> Date: <u>06-22-19</u></p> </div>											
TOTAL					TOTAL				1758	.64	

OWNED EQUIPMENT				
NO.	DESCRIPTION	HRS.	RATE	AMOUNT
02-127	Lang truck	8	50.00	400.00
B63	Backhoe	8	55.00	220.00
4X-11	excavator	8	53.00	212.00
TOTAL OWNED EQUIPMENT				832.00

MATERIAL DESCRIPTION	QUAN.	AMOUNT
TOTAL MATERIAL		

**REMARKS**  
East side of Building.  
Pour two Bottoms in  
catch Basins. Switch out  
one w/ Brooks top. Raise  
two to grade and patch.  
RAISE GAS vault Lin to  
grade and patch.

SUBCONTRACTOR/RENTED EQUIPMENT		
TICKET NO.	DESCRIPTION	AMOUNT
TOTAL RENTED EQUIPMENT		

SUBTOTAL	LABOR	1758.64
	MATERIAL	
	OWNED EQUIPMENT	832.00
	SUBCONT./RENTED EQUIP.	
	% O.H. & PROFIT	
TOTAL		2590.64

FOREMAN Dylan  
APPROVAL \_\_\_\_\_



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070



# Invoice

INVOICE DATE	INVOICE NUMBER
06/26/2019	S100005999.001
REMIT TO: Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036	PAGE NO.  1 of 1

BILL TO:

SHIP TO:

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

4597 MARSHALL SCH, HILL SAM + SONS  
 CHANO 805-432-5740  
 OXNARD, CA 93030

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
1946		4597	Don Isley		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Don Isley		OT OUR TRUCK	Net 30 Days	06/26/2019	06/19/2019
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
8ea	8ea	NSFGP12F8 12" X 12" FGP-12F8 FLO-GUARD PLUS FILTER	622.500/ea	4980.00	
		Signature <u><i>[Signature]</i></u> Date <u>6/26/19</u> Printed Name <u>Silvano M</u> # Items <u>          </u>			
<i>EWT 4597062619</i>					

Invoice is due by 07/26/2019

Past Due invoices may be subject to 1.50% late charge.  
 Thank you for your business. If this invoice is paid by credit card, there will be a 3% fee.

Subtotal	4980.00
S&H Charges	0.00
Tax	385.95
Payments	0.00
Amount Due	5365.95



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070

CONFIRMATION/ORDER



# Ship Ticket

SHIP DATE	ORDER NUMBER
06/25/2019	S100005999.001
Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036 Phone 805-485-4350 Fax 805-485-3070	
PAGE NO.	
1 of 1	

SOLD TO:

SHIP TO:

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

4597 MARSHALL SCH, HILL SAM + SONS  
 CHANO 805-432-5740  
 OXNARD, CA 93030

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1946		4597	Don Isley	
WRITER	SHIP VIA	WAREHOUSE	ORDER DATE	FREIGHT ALLOWED
Don Isley	OT OUR TRUCK	Ship: FPS Price: FPS	06/19/2019	No
ORDER QTY	SHIP QTY	DESCRIPTION		
8ea	8ea	NSFGP12F8 12" X 12" FGP-12F8 FLO-GUARD PLUS FILTER		
<p><i>4597062619 ✓</i></p> <p><i>EWT</i></p>				

Subtotal	
S&H Charges	
Tax	
Payments	
Amount Due	

928

Rates 7-18--7-19								
Labor Class	Base Rate	BR With Benefits	Cost with 15% MU	PTO	PTO Cost 15%	Prem Time	Prem Time 15%	Double Time
Laborer	\$ 41.48	\$ 70.62	\$ 81.21	\$ 25.12	\$ 28.89	\$ 95.74	\$ 110.10	\$ 120.86
Operator	\$ 51.74	\$ 91.28	\$ 104.97	\$ 32.81	\$ 37.73	\$ 124.09	\$ 142.70	\$ 156.90
Laborer Foreman	\$ 56.78	\$ 91.46	\$ 105.18	\$ 35.54	\$ 40.87	\$ 127.00	\$ 146.05	\$ 162.54
Operator Foreman	\$ 55.74	\$ 96.73	\$ 111.24	\$ 35.54	\$ 40.87	\$ 132.27	\$ 152.11	\$ 167.81

Rates 7-19--7-20								
Labor Class	Base Rate	BR With Benefits	Cost with 15% MU	PTO	PTO Cost 15%	Prem Time	Prem Time 15%	Double Time
Laborer	\$ 43.76	\$ 74.39	\$ 85.55	\$ 26.49	\$ 30.46	\$ 100.88	\$ 116.01	\$ 127.37
Operator	\$ 53.49	\$ 94.31	\$ 108.46	\$ 34.01	\$ 39.11	\$ 128.32	\$ 147.57	\$ 162.33
Laborer Foreman	\$ 58.81	\$ 94.89	\$ 109.12	\$ 36.73	\$ 42.24	\$ 131.62	\$ 151.36	\$ 168.35
Operator Foreman	\$ 57.49	\$ 99.76	\$ 114.72	\$ 36.73	\$ 42.24	\$ 136.49	\$ 156.96	\$ 173.22



## HOURLY LABOR COST RATES

**Sub/Contractor:** SAM HILL & SONS, INC.      **Trade:** SEWER; WATER; STORM DRAIN  
**Date:** 7/1/2018      **Classification:** FOREMAN LABORER  
**Project:** MARSHALL ELEMENTARY SCHOOL  
**Rate Effective Through:** July 1, 2019      **Union :**  **Non Union:**

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 52.19	\$ 78.29	\$ 104.38
Vacation & Holiday Accrual	\$ 4.59	\$ 4.59	\$ 4.59
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 56.78</b>	<b>\$ 82.88</b>	<b>\$ 108.97</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 3.24	\$ 4.85	\$ 6.47
Medicare 1.45%	\$ 0.76	\$ 1.14	\$ 1.51
FUTA 1.20%	\$ 0.63	\$ 0.94	\$ 1.25
SUI 6.20%	\$ 3.24	\$ 4.85	\$ 6.47
Workers Compensation Insurance 21.14%	\$ 11.03	\$ 16.55	\$ 22.07
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 18.89</b>	<b>\$ 28.33</b>	<b>\$ 37.78</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 7.32	\$ 7.32	\$ 7.32
Pension & Retirement (or equivalent)	\$ 7.78	\$ 7.78	\$ 7.78
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
<b>Hourly Benefits Subtotal</b>	<b>\$ 15.79</b>	<b>\$ 15.79</b>	<b>\$ 15.79</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 91.46</b>	<b>\$ 127.00</b>	<b>\$ 162.54</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



## HOURLY LABOR COST RATES

**Sub/Contractor:** SAM HILL & SONS, INC.      **Trade:** SEWER; WATER; STORM DRAIN  
**Date:** 7/1/2018      **Classification:** FOREMAN OPERATOR  
**Project:** MARSHALL ELEMENTARY SCHOOL  
**Rate Effective Through:** July 1, 2019      **Union :**  **Non Union:**

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 52.19	\$ 78.29	\$ 104.38
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 55.74</b>	<b>\$ 81.84</b>	<b>\$ 107.93</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 3.24	\$ 4.85	\$ 6.47
Medicare 1.45%	\$ 0.76	\$ 1.14	\$ 1.51
FUTA 1.20%	\$ 0.63	\$ 0.94	\$ 1.25
SUI 6.20%	\$ 3.24	\$ 4.85	\$ 6.47
Workers Compensation Insurance 21.14%	\$ 11.03	\$ 16.55	\$ 22.07
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 18.89</b>	<b>\$ 28.33</b>	<b>\$ 37.78</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 1.00	\$ 1.00	\$ 1.00
<b>Hourly Benefits Subtotal</b>	<b>\$ 22.10</b>	<b>\$ 22.10</b>	<b>\$ 22.10</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 96.73</b>	<b>\$ 132.27</b>	<b>\$ 167.81</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



**STATEMENT OF FRINGE BENEFITS  
EMPLOYER'S PAYMENTS**

Project Name & Contract Number:		Date:	
Marshall ES Classroom Building Marshall School, Project No. 1641; DIR		7/1/2018	
Subcontract & Project Number:		Business Address:	
Sam Hill & Sons, Inc.		2627 Beene Road. Ventura, CA 93004	
Contractor's License No.	Phone:	Fax:	
<b>648594</b>	<b>(805) 644-6248</b>	<b>(805) 644-2813</b>	
Effective Date: 07/01/2018	Increase Date: 07/01/2018	Subsistence:	<b>\$ 45.00</b>
Classification:	Laborer Journeyman, Foreman Groups 1-4	Room & board provided in lieu of cash as allowed per CA state law	
Fringe Benefits Pkg		Hourly Rate:	Fringe Benefits paid on behalf of Employee
Employer Payments	Vacation	<b>\$4.84</b>	Construction Laborers Trust Funds 4399 Santa Anita Ave - Suite 205 El Monte, CA 91731 Phone: (626) 350-6900 Fax: (626) 350-7583
	Health & Welfare	<b>\$7.32</b>	
	Pension	<b>\$7.78</b>	
	Apprentice/Training	<b>\$0.69</b>	
	Other	<b>\$0.86</b>	
	Total Hourly Fringes	<b>\$21.49</b>	
Effective Date: 07/01/2018	Increase Date: 07/01/2018	Subsistence:	<b>\$ 45.00</b>
Classification:	Laborer Apprentice Periods 1-6	Room & board provided in lieu of cash as allowed per CA state law	
Fringe Benefits Pkg		Periods 1-6	Fringe Benefits paid on behalf of Employee
Employer Payments	Vacation	<b>\$3.39</b>	Construction Laborers Trust Funds 4399 Santa Anita Ave - Suite 205 El Monte, CA 91731 Phone: (626) 350-6900 Fax: (626) 350-7583
	Health & Welfare	<b>\$5.12</b>	
	Pension	<b>\$1.56</b>	
	Apprentice/Training	<b>\$0.69</b>	
	Other	<b>\$0.86</b>	
	Total Hourly Fringes	<b>\$11.62</b>	
THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE FIRST CERTIFIED PAYROLL, OR WHEN THERE HAVE BEEN ANY CHANGES			
I certify under penalty or perjury the fringe benefits are paid to the approved Plans, Funds, or programs listed above.			
Submitted by (Signature) 		Name and Title/Position: Melisa Vickers, Accounting/Payroll	

**SAM HILL & SONS, INC.**  
P.O. Box 5670 Ventura CA 93005  
CA California License No. 648594  
[www.samhillandsons.com](http://www.samhillandsons.com)



## HOURLY LABOR COST RATES

**Sub/Contractor:** SAM HILL & SONS, INC.      **Trade:** SEWER; WATER; STORM DRAIN  
**Date:** 7/1/2018      **Classification:** LABORER GROUP 4  
**Project:** MARSHALL ELEMENTARY SCHOOL  
**Rate Effective Through:** July 1, 2019      **Union :**  **Non Union:**

	<b>Straight Time</b>	<b>Time &amp; 1/2</b>	<b>Double Time</b>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 36.89	\$ 55.34	\$ 73.78
Vacation & Holiday Accrual	\$ 4.59	\$ 4.59	\$ 4.59
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 41.48</b>	<b>\$ 59.93</b>	<b>\$ 78.37</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 2.29	\$ 3.43	\$ 4.57
Medicare 1.45%	\$ 0.53	\$ 0.80	\$ 1.07
FUTA 1.20%	\$ 0.44	\$ 0.66	\$ 0.89
SUI 6.20%	\$ 2.29	\$ 3.43	\$ 4.57
Workers Compensation Insurance 21.14%	\$ 7.80	\$ 11.70	\$ 15.60
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 13.35</b>	<b>\$ 20.03</b>	<b>\$ 26.70</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 7.32	\$ 7.32	\$ 7.32
Pension & Retirement (or equivalent)	\$ 7.78	\$ 7.78	\$ 7.78
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
<b>Hourly Benefits Subtotal</b>	<b>\$ 15.79</b>	<b>\$ 15.79</b>	<b>\$ 15.79</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 70.62</b>	<b>\$ 95.74</b>	<b>\$ 120.86</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



## HOURLY LABOR COST RATES

**Sub/Contractor:** SAM HILL & SONS, INC.      **Trade:** SEWER; WATER; STORM DRAIN  
**Date:** 7/1/2018      **Classification:** OPERATOR 8  
**Project:** MARSHALL ELEMENTARY SCHOOL  
**Rate Effective Through:** July 1, 2019      **Union :**  **Non Union:**

	<b>Straight Time</b>	<b>Time &amp; 1/2</b>	<b>Double Time</b>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 48.19	\$ 72.29	\$ 96.38
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 51.74</b>	<b>\$ 75.84</b>	<b>\$ 99.93</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 2.99	\$ 4.48	\$ 5.98
Medicare 1.45%	\$ 0.70	\$ 1.05	\$ 1.40
FUTA 1.20%	\$ 0.58	\$ 0.87	\$ 1.16
SUI 6.20%	\$ 2.99	\$ 4.48	\$ 5.98
Workers Compensation Insurance 21.14%	\$ 10.19	\$ 15.28	\$ 20.37
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 17.44</b>	<b>\$ 26.16</b>	<b>\$ 34.88</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 1.00	\$ 1.00	\$ 1.00
<b>Hourly Benefits Subtotal</b>	<b>\$ 22.10</b>	<b>\$ 22.10</b>	<b>\$ 22.10</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 91.28</b>	<b>\$ 124.09</b>	<b>\$ 156.91</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



**STATEMENT OF FRINGE BENEFITS  
EMPLOYER'S PAYMENTS**

Project Name & Contract Number:				Date:
Marshall ES Classroom Building Marshall School, Project No. 1641; DIR				7/1/2018
Subcontract & Project Number:			Business Address:	
Sam Hill & Sons, Inc.			2627 Beene Road. Ventura, CA 93004	
Contractor's License No.		Phone:		Fax:
648594		(805) 644-6248		(805) 644-2813
Effective Date: 07/01/2018		Increase Date: 07/01/2018		Subsistence: \$ 30.00
Classification:		Operator Journeyman, Foreman Group 8		Room & board provided in lieu of cash as allowed per CA state law
Fringe Benefits Pkg		Hourly Rate:		Fringe Benefits paid on behalf of Employee
Employer Payments	Vacation	\$3.55		Operating Engineers Trust Funds  P.O. Box 844633 Pasadena, CA 90084-4633 Phone: (626) 356-1000
	Health & Welfare	\$11.45		
	Pension	\$9.65		
	Apprentice/Training	\$1.00		
	Other	\$1.33		
	Total Hourly Fringes	\$26.98		
Effective Date: 07/01/2018		Increase Date: 07/01/2018		Subsistence: \$ 30.00
Classification:		Operator Apprentice Periods 1-6		Room & board provided in lieu of cash as allowed per CA state law
Fringe Benefits Pkg		Periods 1-2	Periods 3-6	Fringe Benefits paid on behalf of Employee
Employer Payments	Vacation	\$3.55	\$3.55	Operating Engineers Trust Funds  P.O. Box 844633 Pasadena, CA 90084-4633 Phone: (626) 356-1000
	Health & Welfare	\$11.45	\$11.45	
	Pension	\$0.00	\$9.65	
	Apprentice/Training	\$1.00	\$1.00	
	Other	\$1.33	\$1.33	
	Total Hourly Fringes	\$17.33	\$26.98	
THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE FIRST CERTIFIED PAYROLL, OR WHEN THERE HAVE BEEN ANY CHANGES				
I certify under penalty or perjury the fringe benefits are paid to the approved Plans, Funds, or programs listed above.				
Submitted by (Signature) 			Name and Title/Position: Melisa Vickers, Accounting/Payroll	

**SAM HILL & SONS, INC.**  
P.O. Box 5670 Ventura CA 93005  
CA California License No. 648594  
[www.samhillandsons.com](http://www.samhillandsons.com)



## HOURLY LABOR COST RATES

<b>Sub/Contractor:</b>	<u>SAM HILL &amp; SONS, INC.</u>	<b>Trade:</b>	<u>SEWER; WATER; STORM DRAIN</u>
<b>Date:</b>	<u>9/13/2019</u>	<b>Classification:</b>	<u>LABORER FOREMAN</u>
<b>Project:</b>	<u>MARSHALL ELEMENTRY SCHOOL</u>	<b>Union :</b>	<input checked="" type="checkbox"/> <b>Non Union:</b> <input type="checkbox"/>
<b>Rate Effective Through:</b>	<u>July 1, 2020</u>		

	Straight Time	Time & 1/2	Double Time
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 53.94	\$ 80.91	\$ 107.88
Vacation & Holiday Accrual	\$ 4.87	\$ 4.87	\$ 4.87
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 58.81</b>	<b>\$ 85.78</b>	<b>\$ 112.75</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 3.34	\$ 5.02	\$ 6.69
Medicare 1.45%	\$ 0.78	\$ 1.17	\$ 1.56
FUTA 1.20%	\$ 0.65	\$ 0.97	\$ 1.29
SUI 6.20%	\$ 3.34	\$ 5.02	\$ 6.69
Workers Compensation Insurance 21.14%	\$ 11.40	\$ 17.10	\$ 22.81
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 19.52</b>	<b>\$ 29.28</b>	<b>\$ 39.04</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 7.47	\$ 7.47	\$ 7.47
Pension & Retirement (or equivalent)	\$ 8.40	\$ 8.40	\$ 8.40
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
<b>Hourly Benefits Subtotal</b>	<b>\$ 16.56</b>	<b>\$ 16.56</b>	<b>\$ 16.56</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 94.89</b>	<b>\$ 131.62</b>	<b>\$ 168.35</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



## HOURLY LABOR COST RATES

**Sub/Contractor:** SAM HILL & SONS, INC.      **Trade:** SEWER; WATER; STORM DRAIN  
**Date:** 9/13/2019      **Classification:** OPERATOR FOREMAN  
**Project:** MARSHALL ELEMENTRY SCHOOL  
**Rate Effective Through:** July 1, 2020      **Union :**  **Non Union:**

	<b>Straight Time</b>	<b>Time &amp; 1/2</b>	<b>Double Time</b>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 53.94	\$ 80.91	\$ 107.88
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 57.49</b>	<b>\$ 84.46</b>	<b>\$ 111.43</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 3.34	\$ 5.02	\$ 6.69
Medicare 1.45%	\$ 0.78	\$ 1.17	\$ 1.56
FUTA 1.20%	\$ 0.65	\$ 0.97	\$ 1.29
SUI 6.20%	\$ 3.34	\$ 5.02	\$ 6.69
Workers Compensation Insurance 21.14%	\$ 11.40	\$ 17.10	\$ 22.81
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 19.52</b>	<b>\$ 29.28</b>	<b>\$ 39.04</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 11.60	\$ 11.60	\$ 11.60
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 1.50	\$ 1.50	\$ 1.50
<b>Hourly Benefits Subtotal</b>	<b>\$ 22.75</b>	<b>\$ 22.75</b>	<b>\$ 22.75</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 99.76</b>	<b>\$ 136.49</b>	<b>\$ 173.22</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



## HOURLY LABOR COST RATES

**Sub/Contractor:** SAM HILL & SONS, INC.      **Trade:** SEWER; WATER; STORM DRAIN  
**Date:** 9/13/2019      **Classification:** LABORER GROUP 4  
**Project:** MARSHALL ELEMENTRY SCHOOL  
**Rate Effective Through:** July 1, 2020      **Union :**  **Non Union:**

	<u>Straight Time</u>	<u>Time &amp; 1/2</u>	<u>Double Time</u>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 38.89	\$ 58.34	\$ 77.78
Vacation & Holiday Accrual	\$ 4.87	\$ 4.87	\$ 4.87
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 43.76</b>	<b>\$ 63.21</b>	<b>\$ 82.65</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 2.41	\$ 3.62	\$ 4.82
Medicare 1.45%	\$ 0.56	\$ 0.85	\$ 1.13
FUTA 1.20%	\$ 0.47	\$ 0.70	\$ 0.93
SUI 6.20%	\$ 2.41	\$ 3.62	\$ 4.82
Workers Compensation Insurance 21.14%	\$ 8.22	\$ 12.33	\$ 16.44
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 14.07</b>	<b>\$ 21.11</b>	<b>\$ 28.15</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 7.47	\$ 7.47	\$ 7.47
Pension & Retirement (or equivalent)	\$ 8.40	\$ 8.40	\$ 8.40
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
<b>Hourly Benefits Subtotal</b>	<b>\$ 16.56</b>	<b>\$ 16.56</b>	<b>\$ 16.56</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 74.39</b>	<b>\$ 100.88</b>	<b>\$ 127.36</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



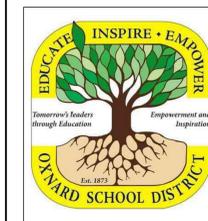
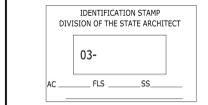
## HOURLY LABOR COST RATES

**Sub/Contractor:** SAM HILL & SONS, INC.      **Trade:** SEWER; WATER; STORM DRAIN  
**Date:** 9/13/2019      **Classification:** OPERATOR  
**Project:** MARSHALL ELEMENTRY SCHOOL  
**Rate Effective Through:** July 1, 2020      **Union :**  **Non Union:**

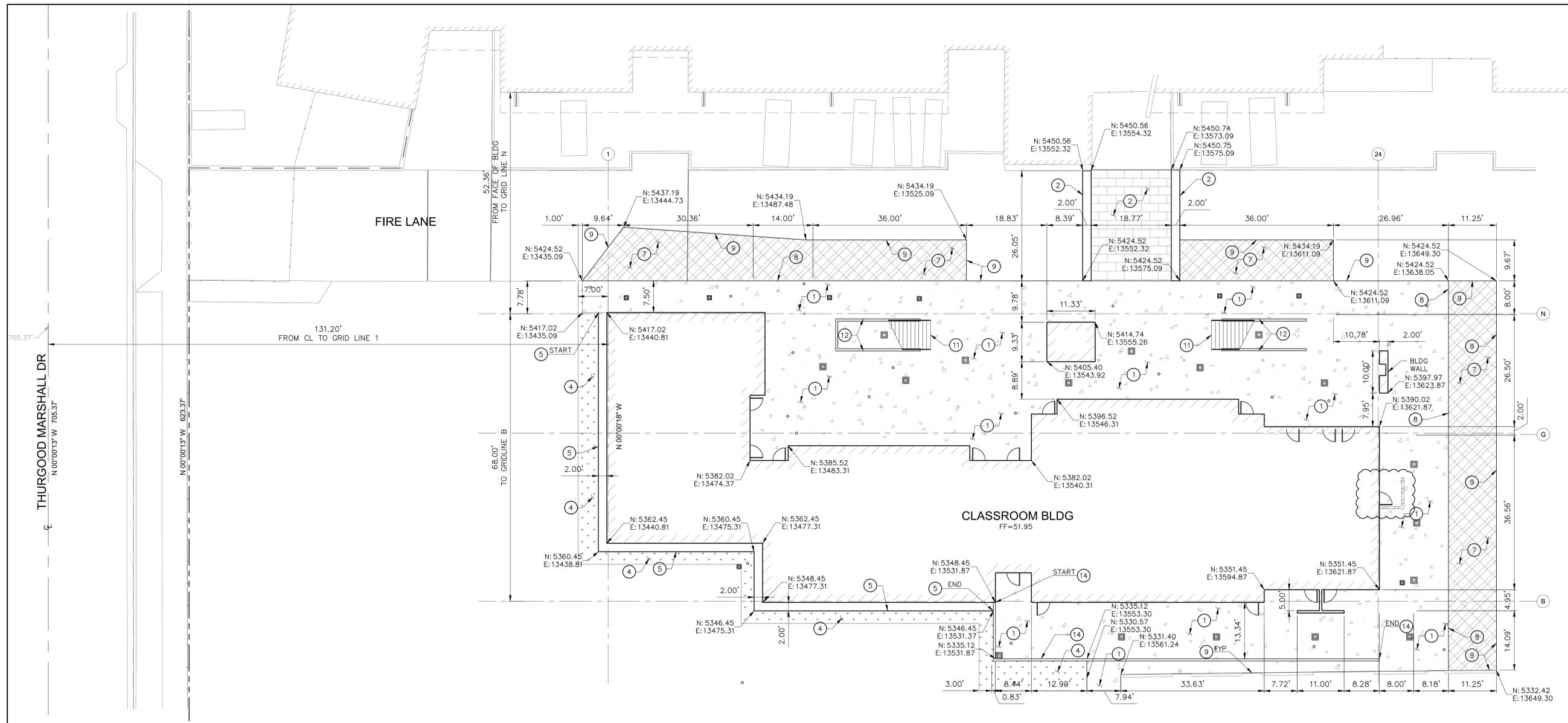
	<b>Straight Time</b>	<b>Time &amp; 1/2</b>	<b>Double Time</b>
<b>A. HOURLY TAXABLE WAGE COSTS</b>			
Hourly Wage	\$ 49.94	\$ 74.91	\$ 99.88
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
<b>Hourly Taxable Wage Costs Subtotal</b>	<b>\$ 53.49</b>	<b>\$ 78.46</b>	<b>\$ 103.43</b>
<b>B. HOURLY PAYROLL TAX &amp; INSURANCE</b>			
Social Security 6.20%	\$ 3.10	\$ 4.64	\$ 6.19
Medicare 1.45%	\$ 0.72	\$ 1.09	\$ 1.45
FUTA 1.20%	\$ 0.60	\$ 0.90	\$ 1.20
SUI 6.20%	\$ 3.10	\$ 4.64	\$ 6.19
Workers Compensation Insurance 21.14%	\$ 10.56	\$ 15.84	\$ 21.11
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
<b>Hourly Payroll Tax &amp; Insurance Subtotal</b>	<b>\$ 18.07</b>	<b>\$ 27.11</b>	<b>\$ 36.15</b>
<b>C. HOURLY BENEFITS</b>			
Health & Welfare (or equivalent)	\$ 11.60	\$ 11.60	\$ 11.60
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 1.50	\$ 1.50	\$ 1.50
<b>Hourly Benefits Subtotal</b>	<b>\$ 22.75</b>	<b>\$ 22.75</b>	<b>\$ 22.75</b>
<b>TOTAL HOURLY LABOR COST RATE (A+B+C)</b>	<b>\$ 94.31</b>	<b>\$ 128.32</b>	<b>\$ 162.33</b>

Factors NOT allowed in the above hourly labor cost rates:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Overhead                          | 5. Consumables                 |
| 2. Profit                            | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications              |
| 4. Small tools                       | 8. Supervision                 |



NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	12/08/15
3	DSA SUBMITTAL	01/28/16



**CONSTRUCTION NOTES:**

- 1 6" CONCRETE PAVEMENT OVER 4" CAB PER DETAIL 5 ON SHEET C-702.
- 2 PCC PAVERS PER DETAIL 1 ON SHEET C-703 AND ARCHITECTURAL DRAWINGS.
- 3 PLANTER AREA PER LANDSCAPE DRAWINGS. REFER TO DETAIL 9 ON SHEET L-3.
- 4 REGRADE AND RESURFACE THE TURF AREA.
- 5 24" MOW STRIP PER DETAIL 2 ON SHEET C-703.
- 6 SEAT WALL PER ARCHITECTURAL DRAWINGS.
- 7 ASPHALT PAVEMENT PER DETAIL 1 ON SHEET C-702.
- 8 CONCRETE PAVEMENT TO ASPHALT PAVEMENT TRANSITION PER DETAIL 2 ON SHEET C-702.
- 9 NEW PAVEMENT TO EXISTING PAVEMENT JOINT DETAIL PER DETAIL 4 ON SHEET C-702.
- 10 AC PAVEMENT THICKNESS TRANSITION PER DETAIL 7 ON SHEET C-702.
- 11 STAIRS PER ARCHITECTURAL DRAWINGS.
- 12 CONCRETE CURB PER DETAIL 3 ON SHEET C-703.
- 13 RUBBER MAT CURB PER DETAIL 9 ON SHEET C-703.
- 14 6" GRAVITY WALL PER DETAIL 7 ON SHEET C-703.
- 15 PLANTER WALL PER ARCHITECTURAL AND STRUCTURAL DRAWINGS.
- 16 TRUNCATED DOMES.
- 17 RUBBER MAT PER ARCHITECTURAL DRAWINGS.

**SHEET NOTES:**

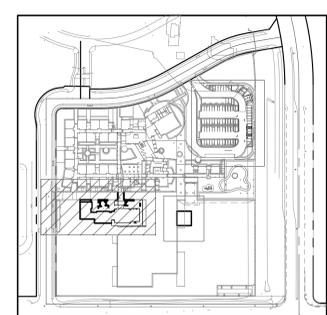
- 1. FOR GENERAL NOTES, LEGENDS AND ABBREVIATIONS, SEE SHEETS C-001 AND C-002.
- 2. SEE ARCHITECTURAL AND LANDSCAPE DRAWINGS FOR OTHER SITE RELATED DIMENSIONS AND PAVING PATTERN NOT SHOWN ON THIS DRAWING.



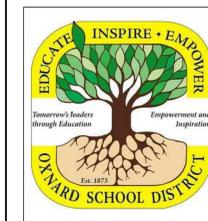
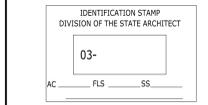
**SITE CONTROL PLAN**



SCALE: 1" = 10'



KEYPLAN



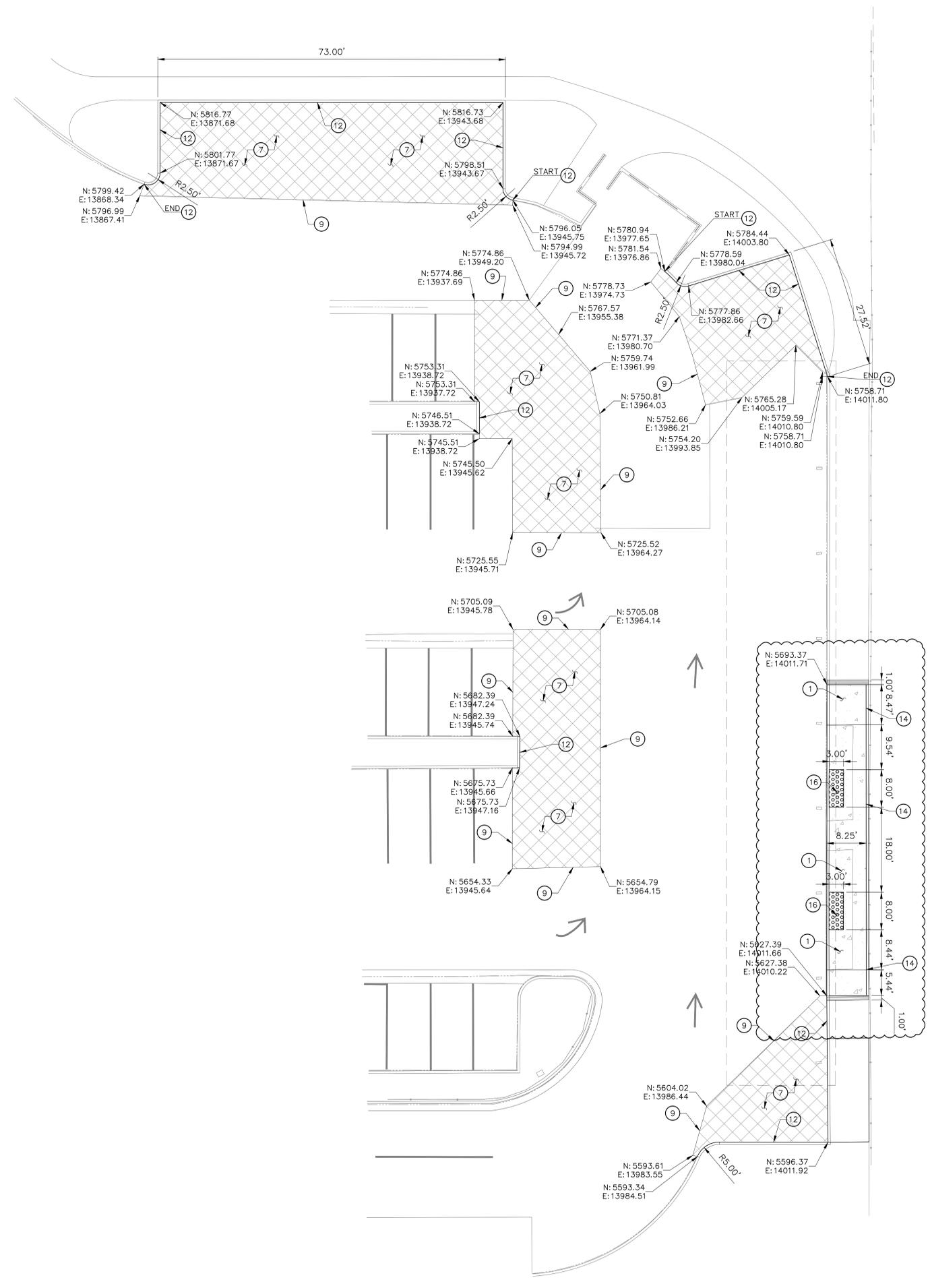
NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	12/08/15
3	DSA SUBMITTAL	01/28/16

ORIGINAL SCALE:

PROJECT NO.: 1534.01  
SHEET TITLE:

SITE CONTROL PLAN

SHEET NO.: C-202

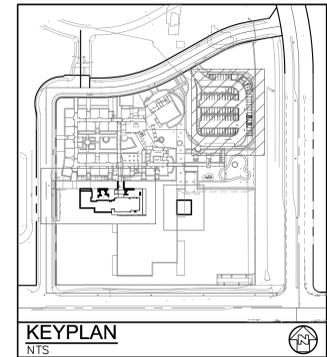
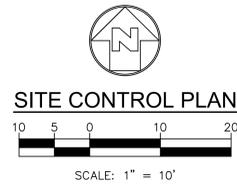


CONSTRUCTION NOTES:

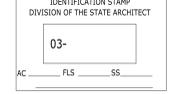
- 1 6" CONCRETE PAVEMENT OVER 4" CAB PER DETAIL 5 ON SHEET C-702.
- 2 PCC PAVERS PER DETAIL 1 ON SHEET C-703 AND ARCHITECTURAL DRAWINGS.
- 3 PLANTER AREA PER LANDSCAPE DRAWINGS. REFER TO DETAIL 9 ON SHEET L-3.
- 4 REGRADE AND RESURFACE THE TURF AREA.
- 5 24" MOW STRIP PER DETAIL 2 ON SHEET C-703.
- 6 SEAT WALL PER ARCHITECTURAL DRAWINGS.
- 7 ASPHALT PAVEMENT PER DETAIL 1 ON SHEET C-702.
- 8 CONCRETE PAVEMENT TO ASPHALT PAVEMENT TRANSITION PER DETAIL 2 ON SHEET C-702.
- 9 NEW PAVEMENT TO EXISTING PAVEMENT JOINT DETAIL PER DETAIL 4 ON SHEET C-702.
- 10 AC PAVEMENT THICKNESS TRANSITION PER DETAIL 7 ON SHEET C-702.
- 11 STAIRS PER ARCHITECTURAL DRAWINGS.
- 12 CONCRETE CURB PER DETAIL 3 ON SHEET C-703.
- 13 RUBBER MAT CURB PER DETAIL 9 ON SHEET C-702.
- 14 6" GRAVITY WALL PER DETAIL 7 ON SHEET C-703.
- 15 PLANTER WALL PER ARCHITECTURAL AND STRUCTURAL DRAWINGS.
- 16 TRUNCATED DOMES.
- 17 RUBBER MAT PER ARCHITECTURAL DRAWINGS.

SHEET NOTES:

1. FOR GENERAL NOTES, LEGENDS AND ABBREVIATIONS, SEE SHEETS C-001 AND C-002.
2. SEE ARCHITECTURAL AND LANDSCAPE DRAWINGS FOR OTHER SITE RELATED DIMENSIONS AND PAVING PATTERN NOT SHOWN ON THIS DRAWING.







NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	12/08/15
3	DSA SUBMITTAL	01/28/16

ORIGINAL SCALE:  
0" 1" 2"

PROJECT NO.: 1534.01  
SHEET TITLE:

ENLARGED GRADING PLAN

**SHEET NOTES:**

- FOR GENERAL NOTES, LEGENDS AND ABBREVIATIONS, SEE SHEETS C-001 AND C-002.
- SEE ARCHITECTURAL AND LANDSCAPE DRAWINGS FOR OTHER SITE RELATED DIMENSIONS AND PAVING PATTERN NOT SHOWN ON THIS DRAWING.

**ESTIMATED EARTHWORK QUANTITY**

ESTIMATED CUT = 50.6 CYDS.  
ESTIMATED FILL = 132.6 CYDS.  
IMPORT = 82.0 CYDS

**NOTES:**

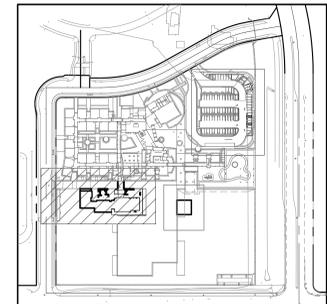
- THE ESTIMATED QUANTITIES PROVIDED ABOVE ARE FOR REFERENCE ONLY TO BE USED FOR JURISDICTIONAL PLAN CHECKING AND PERMITTING PURPOSES ONLY.
- ESTIMATED EARTHWORK ABOVE IS BASED ON DESIGN FINISH GRADES TO EXISTING GRADES IN SURVEY. THE ESTIMATED EARTHWORK DOES NOT CONSIDER THE THICKNESS OF EACH PAVEMENT MATERIAL, FOUNDATION AND SLAB ON GRADE VOLUMES, THE REMOVAL OF ANY UNSUITABLE MATERIAL, AND THE REMOVAL OF EXISTING BASEMENTS, PITS, VAULTS, TOP SOIL OR VEGETATION.
- THE ESTIMATED EARTHWORK QUANTITIES DO NOT INCLUDE SHRINKAGE FACTORS DUE TO COMPACTION OR ANY OVER EXCAVATION QUANTITIES.
- THE CONTRACTOR SHALL CALCULATE HIS OWN EARTHWORK QUANTITIES NECESSARY FOR HIS BID AND WORK. VCA IS NOT RESPONSIBLE AND LIABLE FOR THE CONTRACTOR'S EARTHWORK CALCULATIONS.
- ESTIMATED EARTHWORK QUANTITIES ABOVE ASSUME THAT ALL ON-SITE MATERIALS ARE SUITABLE FOR BACKFILLING. HOWEVER, ACTUAL EXISTING ON-SITE MATERIALS AND IMPORTED MATERIALS MUST FIRST BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO INSTALLATION, REMOVAL, OR REPLACEMENT.
- A.) SITE GRADING: THE GROUND IMMEDIATELY ADJACENT TO THE FOUNDATION SHALL SLOPE AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN ONE UNIT VERTICAL IN 20 UNITS HORIZONTAL (5%) FOR A MIN. DISTANCE OF 10 FEET MEASURED PERPENDICULAR TO THE FACE OF THE WALL.  
B.) EXCEPTION: WHERE CLIMATIC OR SOIL CONDITIONS WARRANT, THE SLOPE OF THE GROUND AWAY FROM THE BUILDING FOUNDATION SHALL BE PERMITTED TO BE REDUCED TO NOT LESS THAN 1.8% PER CBC 2013, SECTION 1804A.3.



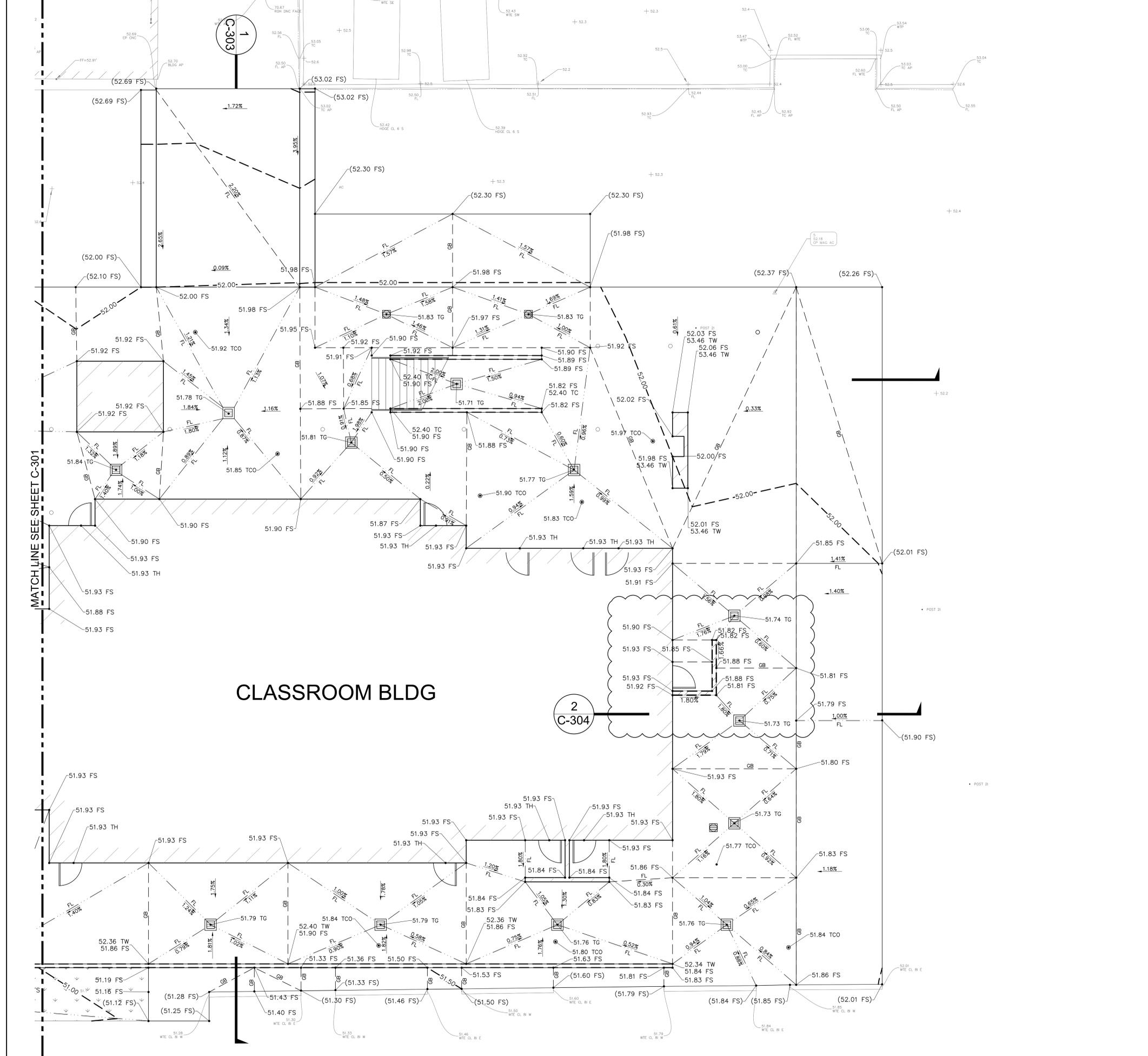
ENLARGED GRADING PLAN



SCALE: 1" = 5'



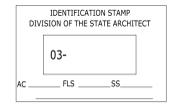
KEYPLAN  
NTS



CLASSROOM BLDG

2  
C-304

MATCHLINE SEE SHEET C-301



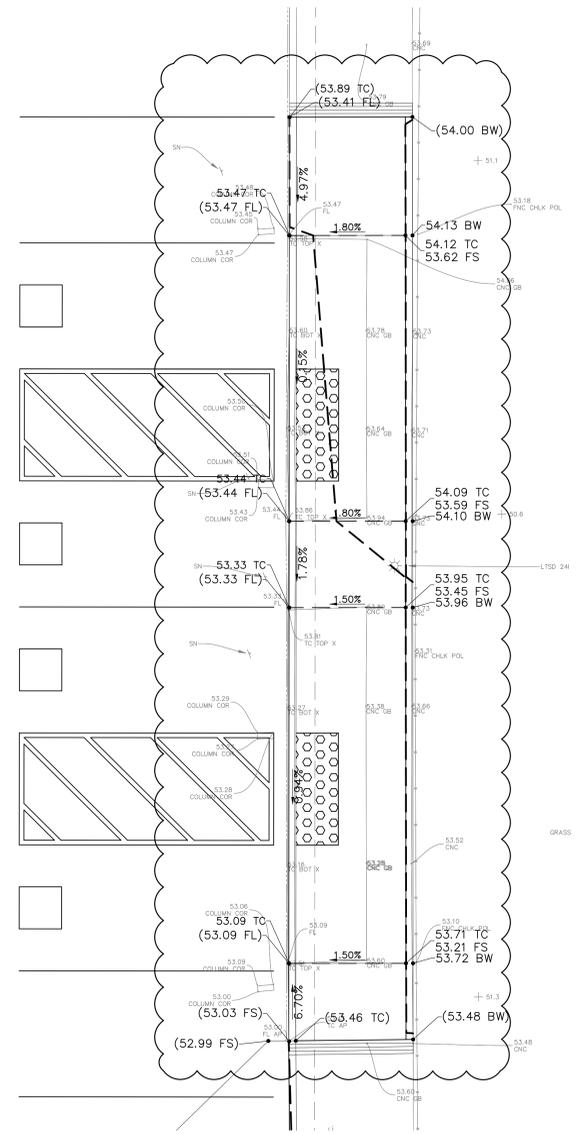
NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	12/08/15
3	DSA SUBMITTAL	01/28/16

ORIGINAL SCALE:

PROJECT NO.: 1534.01  
SHEET TITLE:

**ENLARGED GRADING PLAN**

SHEET NO.:  
**C-305**



**ESTIMATED EARTHWORK QUANTITY**

ESTIMATED CUT = 50.6 CYDS.  
ESTIMATED FILL = 132.6 CYDS.  
IMPORT = 82.0 CYDS

**NOTES:**

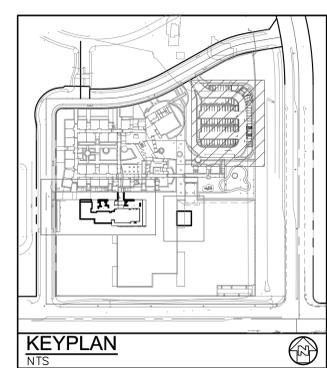
- THE ESTIMATED QUANTITIES PROVIDED ABOVE ARE FOR REFERENCE ONLY TO BE USED FOR JURISDICTIONAL PLAN CHECKING AND PERMITTING PURPOSES ONLY.
- ESTIMATED EARTHWORK ABOVE IS BASED ON DESIGN FINISH GRADES TO EXISTING GRADES IN SURVEY. THE ESTIMATED EARTHWORK DOES NOT CONSIDER THE THICKNESS OF EACH PAVEMENT MATERIAL, FOUNDATION AND SLAB ON GRADE VOLUMES, THE REMOVAL OF ANY UNSUITABLE MATERIAL, AND THE REMOVAL OF EXISTING BASEMENTS, PITS, VAULTS, TOP SOIL OR VEGETATION.
- THE ESTIMATED EARTHWORK QUANTITIES DO NOT INCLUDE SHRINKAGE FACTORS DUE TO COMPACTION OR ANY OVER EXCAVATION QUANTITIES.
- THE CONTRACTOR SHALL CALCULATE HIS OWN EARTHWORK QUANTITIES NECESSARY FOR HIS BID AND WORK. VCA IS NOT RESPONSIBLE AND LIABLE FOR THE CONTRACTOR'S EARTHWORK CALCULATIONS.
- ESTIMATED EARTHWORK QUANTITIES ABOVE ASSUME THAT ALL ON-SITE MATERIALS ARE SUITABLE FOR BACKFILLING. HOWEVER, ACTUAL EXISTING ON-SITE MATERIALS AND IMPORTED MATERIALS MUST FIRST BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO INSTALLATION, REMOVAL, OR REPLACEMENT.
- A.) SITE GRADING: THE GROUND IMMEDIATELY ADJACENT TO THE FOUNDATION SHALL SLOPE AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN ONE UNIT VERTICAL IN 20 UNITS HORIZONTAL (5%) FOR A MIN. DISTANCE OF 10 FEET MEASURED PERPENDICULAR TO THE FACE OF THE WALL.  
B.) EXCEPTION: WHERE CLIMATIC OR SOIL CONDITIONS WARRANT, THE SLOPE OF THE GROUND AWAY FROM THE BUILDING FOUNDATION SHALL BE PERMITTED TO BE REDUCED TO NOT LESS THAN 1.8% PER CBC 2013, SECTION 1804A.3.



**ENLARGED GRADING PLAN**



SCALE: 1" = 5'



**KEYPLAN**  
NTS

#17-117

## CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 24th day of August 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Marshall Elementary School, located at 2900 Thurgood Marshall Drive, Oxnard, California 93036 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

945

**#17-117**

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

**SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and

- 2 -

**#17-117**

attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Not Used for this Agreement**
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

## #17-117

- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

### **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

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

### **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

- 4 -

**SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

**SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be **Eight Million Nine Hundred Ninety-Four Thousand Two Hundred Thirty-Six and No/Hundredths Dollars (\$8,994,236.00)**. The GMP consists of (1) no Preconstruction Fee, a Sublease Tenant Improvement Payment in the amount of **Eight Million One Hundred Ninety-Eight Thousand Five Hundred Ninety-Two Dollars and No Cents (\$8,198,592.00)** and, (2) a Contractor Contingency in the amount of **Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$345,932.00)**, and, (3) Sublease Payments in the amount of **\$74,952.00** per month for **6** months, for a total lease value of **Four Hundred Forty-Nine Thousand Seven Hundred Twelve Dollars and No Cents (\$449,712.00)** pursuant to terms and payment schedule as set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with subcontractor bidding to establish the final GMP for Board acceptance.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibits A and B** attached hereto. Prior to DSA approval Contractor did not perform Preconstruction Services to assist in designing the project. Upon DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall

## #17-117

be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

### **SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION**

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

### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

- 6 -

**SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

**SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by

## #17-117

the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

- 8 -

## #17-117

- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

### **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the

- 9 -

## #17-117

GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

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

## SECTION 11. NOT USED

- 10 -

**SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign **Carl Magness** as Project Manager/Superintendent for the Project. So long as **Carl Magness** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

**SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

**SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

**SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

**SECTION 17. USE OF PREMISES**

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

**SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location,

## #17-117

accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and

- 13 -

## #17-117

Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

- 14 -

**SECTION 20. INDEPENDENT CONTRACTOR**

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

**SECTION 21. ACCOUNTING RECORDS**

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

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

**SECTION 22. PERSONAL LIABILITY**

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

**SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

**SECTION 24. NOTICES**

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

If to Contractor:

Bernards  
555 First Street  
San Fernando, CA 91340  
Attn: Rick Fochtman

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,  
Garcia, Hernandez, Sawhney & Bermudez LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

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

**SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

**SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

**SECTION 27. HEADINGS**

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

**SECTION 28. APPLICABLE LAW**

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

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

- 17 -

**SECTION 31. SEVERABILITY**

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

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

**SECTION 33. EXECUTION IN COUNTERPARTS**

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

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

**CONTRACTOR**

Bernards  
By: Rick Fochtman

By: Rick Falt

Title: Executive Vice President

Date: 8/29/2017

**THE DISTRICT**

Oxnard School District,  
a California school district  
By: Lisa A. Franz, Director, Purchasing

By: Lisa A. Franz

Title: Director, Purchasing

Date: 9-7-17

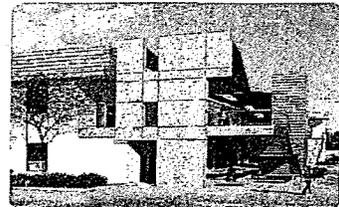
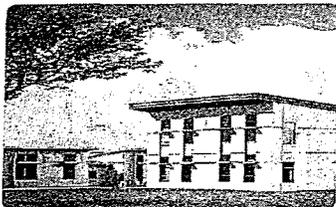
- 18 -

#17-117

**EXHIBIT A**

**Scope of Work (Plans & Specifications)**

**Marshall New Classroom Building**



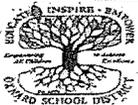
**100% Construction Documents Package**

Oxnard School District

October 4, 2016

*LFEB. 17. 2017  
DFA A# 03 - 114806*

**BINDER A**



Oxnard School District  
**Marshall New Classroom Building**  
2900 Thurgood Marshall Dr. Oxnard, CA 93036

**CSDA** | DESIGN GROUP

- 19 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

#17-117

## EXHIBIT A, continued

### BIDDING DOCUMENTS TABLE OF CONTENTS

#### VOLUME 1 of 2 (Not submitted to DSA)

##### DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 2150 List of Subcontractors
- 00 2400 Statement of Bidder's Qualifications
- 00 2600 Bid Bond
- 00 4000 Labor and Material Payment Bond
- 00 4100 Performance Bond
- 00 4150 Certificate of Worker's Compensation Insurance
- 00 5100 Background Check and Fingerprinting Procedures for Contractors
- 00 5300 Guarantee and Standard Forms
- 00 7000 General Conditions

##### DIVISION 1 -- 2 (Not Used)

##### Volume 2 of 2

##### DIVISION 03 - CONCRETE

- 03 1000 Concrete Forming Accessories
- 03 2000 Concrete Reinforcing
- 03 3000 Cast-In-Place Concrete

##### DIVISION 04 - MASONRY

- 04 2200 Concrete Unit Masonry

##### DIVISION 05 - METALS

- 05 1200 Structural Steel Framing
- 05 5000 Metal Fabrications

##### DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

- 06 1000 Rough Carpentry
- 06 1733 Wood I-Joists
- 06 1813 Glued Laminated Beams
- 06 4000 Architectural Woodwork

#### TABLE OF CONTENTS

MARSHALL NEW CLASSROOM BUILDING

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

#17-117

## EXHIBIT A, continued

### DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 1326 Self Adhering Sheet Wang  
07 2100 Thermal Insulation  
074000 Metal Roof Panels  
075416 Polyvinyl Chloride (PVC) Roofing  
076000 Flashing Sheet Metal  
078400 Fire Stop and Smoke Seals  
079200 Joint Sealants

### DIVISION 08 - OPENINGS

08 1113 Hollow Metal Doors and Frames  
08 1416 Flush Wood Doors  
08 3116 Access Panels and Frames  
08 3613 Sectional Doors  
08 5113 Aluminum Windows  
08 7100 Door Hardware  
08 8000 Glazing

### DIVISION 09 - FINISHES

09 2200 Cement Plastering  
09 2900 Gypsum Board  
09 3013 Ceramic Tiling  
09 5123 Acoustical Tile Ceilings  
09 6513 Rubber Base  
09 6519 Resilient Tile Flooring  
09 9000 Paints and Coatings

### DIVISION 10 - SPECIALTIES

101400 Signage  
102113.17 Phenolic-Core Shower and Dressing Compartments  
102800 Toilet Accessories  
105200 Fire Extinguishers

### DIVISION 11 - EQUIPMENT

116800 Playfield Equipment and Structures

### TABLE OF CONTENTS

MARSHALL NEW CLASSROOM BUILDING

- 21 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

965

## EXHIBIT A, continued



**DIVISION 12 - FURNISHINGS**

- 12 2413 Roller Window Shades
- 12 3553 Manufactured Plastic-Laminate-Faced Casework

**DIVISION 13 (Not Used)**

**DIVISION 14 - CONVEYING EQUIPMENT**

- 14 2123 Machine-Room-Less Electric Traction Passenger Elevators

**DIVISION 15 – 20 (Not Used)**

**DIVISION 21 - FIRE SUPPRESSION**

- 21 1000 Fire Protection

**DIVISION 22 – PLUMBING**



- 22 0500 Basic Materials and Methods
- 22 0553 Identification
- 22 0700 Insulation
- 22 0800 Equipment and Systems Tests
- 22 1100 Domestic and Industrial Water Systems
- 22 1300 Drainage System
- 22 4000 Plumbing Fixtures

**DIVISION 23 – HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)**

- 23 0000 General Provisions
- 23 0513 Electric Motors and Controllers
- 23 0548 Vibration Isolation and Seismic Restraints
- 23 2500 Water Treatment
- 23 3100 Air Transmission and Distribution System
- 23 8000 Air Conditioning and Air Handling Equipment
- 23 9000 Building Management System

**DIVISION 24 – 25 (Not Used)**



**DIVISION 26 - ELECTRICAL**

- 26 0126 Inspection Test and Acceptance

TABLE OF CONTENTS  
MARSHALL NEW CLASSROOM BUILDING

**EXHIBIT A, continued**

- 26 0500 Common Work Results for Electrical
- 26 0513 Basic Electrical Materials and Methods
- 26 0519 Low-Voltage Wires (600 Volt AC)
- 26 0526 Grounding and Bonding
- 26 0533 Raceways and Boxes Fitting and Supports
- 26 0586 Motors and Drives
- 26 0800 Electrical Systems Commissioning
- 26 0923 Lighting Control Systems
- 26 1000 Service Entrance
- 26 2200 Low-Voltage Transformers
- 26 2413 Switchboards1000
- 26 2416 Panelboards and Signal Terminal Cabinets
- 26 2419 Motor Control Devices
- 26 5000 Lighting
- 26 5200 Emergency Power Systems

**DIVISION 27 - COMMUNICATIONS**

- 27 0126 Test and Acceptance Requirements for Structured Cabling
- 27 1013 Structured Cabling
- 27 4113 Classroom Sound Enhancement System
- 27 5116 Public Address and Intercommunication Systems
- 27 5313 Clock and Program Systems

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

- 28 1600 Intrusion Detection System
- 28 3100 Fire Detection and Alarm System

**DIVISION 29 – 30 (Not Used)**

**DIVISION 31 – EARTHWORK**

- 31 1000 Site Clearing
- 31 2200 Grading
- 31 2316 Excavation and Fill Paving
- 31 2319 Excavation and Fill Structures
- 31 2323 Excavation and Fill Utilities
- 31 2326 Base Course

**TABLE OF CONTENTS**

**MARSHALL NEW CLASSROOM BUILDING**

#17-117

## EXHIBIT A, continued

### DIVISION 32 – EXTERIOR IMPROVEMENTS



32 0117	Pavement Repair
32 1216	Asphalt Paving
32 1236	Seal for Bituminous Surfacing
32 1313	Site Concrete Work

### DIVISION 33 – SITE IMPROVEMENTS

33 1100	Site Water Distribution Utilities
33 3000	Site Sanitary Sewer Utilities
33 4000	Storm Drainage Utilities



TABLE OF CONTENTS  
MARSHALL NEW CLASSROOM BUILDING

- 24 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

EXHIBIT A, continued

	<b>100% DISTRICT SUBMITTAL</b> <b>MARSHALL NEW CLASSROOM BUILDING</b> <small>2950 THURGOOD MARSHALL DR. OXNARD, CA 93036</small> <b>OXNARD SCHOOL DISTRICT</b>	<b>VOLUME I</b>
<b>DSA FILE NO. 56-22</b>	<b>DSA APPLICATION NO. 03-116806</b>	<b>PTN NO. 72538-91</b>

DRAWING INDEX

VOLUME I	VOLUME II	
<b>01- GENERAL</b> G-001 COVER SHEET, INDEX, SCOPE OF WORK, VICINITY MAP G-002 GENERAL NOTES, ABBREVIATIONS, SYMBOL LEGEND  G-003 FIRE LIFE SAFETY SITE PLAN G-004 ACCESSIBILITY SITE PLAN G-005 BUILDING CODE ANALYSIS G-006 SIGNAGE & FIRE EXTINGUISHER PLANS 6 <b>03-CIVIL</b> C-001 GENERAL NOTES C-002 LEGEND AND ABBREVIATIONS C-101 DEMOLITION PLAN C-102 DEMOLITION PLAN C-103 DEMOLITION PLAN C-201 SITE CONTROL PLAN C-202 SITE CONTROL PLAN C-203 SITE CONTROL PLAN C-204 STRIPING PLAN C-300 COMPOSITE GRADING PLAN C-301 ENLARGED GRADING PLAN C-302 ENLARGED GRADING PLAN C-303 GRADING SECTIONS C-304 GRADING SECTIONS C-401 SITE UTILITY PLAN C-402 SITE UTILITY PLAN C-403 SITE UTILITY PROFILE C-404 SITE UTILITY PROFILE C-701 MISCELLANEOUS DETAILS C-702 MISCELLANEOUS DETAILS C-703 MISCELLANEOUS DETAILS C-704 MISCELLANEOUS DETAILS 22 <b>04- LANDSCAPE</b> L-1 IRRIGATION PLAN L-2 PLANTING PLAN L-3 IRRIGATION & PLANTING DETAILS L-4 IRRIGATION & PLANTING SPECIFICATIONS 4 <b>05- STRUCTURAL</b> S-101 GENERAL NOTES S-101A GENERAL NOTES & ABBREVIATIONS S-211 FOUNDATION PLAN S-212 2ND FLOOR FRAMING PLAN S-213 ROOF FRAMING PLAN S-214 CANOPY ROOF FRAMING PLAN S-400 TYPICAL CONCRETE DETAILS S-400A TYPICAL CONCRETE DETAILS S-401 FOUNDATION DETAILS S-600 TYPICAL WOOD DETAILS S-600A TYPICAL WOOD DETAILS S-600B TYPICAL WOOD DETAILS S-600C TYPICAL WOOD DETAILS S-600D TYPICAL WOOD DETAILS S-800E WALL ELEVATION AND DETAILS S-800F WALL ELEVATION AND DETAILS S-700 FRAMING DETAILS S-700A ELEVATOR DETAILS S-700B STAIR PLANS & DETAILS 19	<b>06- ARCHITECTURAL</b> A-101 SITE PLAN A-102 ENLARGED SITE PLAN A-103 ENLARGED SITE PLAN A-104 SITE DETAILS A-105 SITE DETAILS  A-111 FIRST FLOOR PLAN A-112 SECOND FLOOR PLAN  A-121 FIRST FLOOR REFLECTED CEILING PLAN A-122 SECOND FLOOR REFLECTED CEILING PLAN  A-131 ROOF PLAN  A-210 EXTERIOR ELEVATIONS A-211 EXTERIOR ELEVATIONS  A-220 INTERIOR ELEVATIONS A-221 INTERIOR ELEVATIONS A-222 INTERIOR ELEVATIONS A-223 INTERIOR ELEVATIONS A-224 TOILET INTERIOR ELEVATIONS  A-310 BUILDING SECTIONS A-311 BUILDING SECTIONS  A-320 WALL SECTIONS A-321 WALL SECTIONS A-322 WALL SECTIONS  A-410 ENLARGED FLOOR PLANS A-411 ENLARGED FLOOR PLANS  A-420 VERTICAL CIRCULATION PLANS & SECTIONS A-421 VERTICAL CIRCULATION PLANS & SECTIONS  A-500 ROOF DETAILS A-501 ROOF DETAILS  A-510 EXTERIOR ENVELOPE DETAILS  A-520 WINDOW/DOOR DETAILS A-521 DOOR DETAILS  A-530 INTERIOR DETAILS A-531 INTERIOR DETAILS A-535 TOILET DETAILS  A-540 CEILING DETAILS  A-550 SIGNAGE DETAILS  A-560 STAIR DETAILS A-561 ELEVATOR DETAILS  A-570 CASEWORK DETAILS  A-610 DOOR SCHEDULE A-612 FINISH SCHEDULE  A-620 WALL TYPES 27	E-041 PANEL SCHEDULES E-050 ELECTRICAL DETAILS E-090 SIGNAL SYSTEM RISER DIAGRAMS E-101 SITE PLAN - ELECTRICAL E-102 ENLARGED SITE PLAN - ELECTRICAL E-201 FIRST FLOOR PLAN - LIGHTING E-202 FIRST FLOOR PLAN - POWER E-203 FIRST FLOOR PLAN - SIGNAL E-204 FIRST FLOOR PLAN - FIRE ALARM E-301 SECOND FLOOR PLAN - LIGHTING E-302 SECOND FLOOR PLAN - POWER E-303 SECOND FLOOR PLAN - SIGNAL E-304 SECOND FLOOR PLAN - FIRE ALARM E-401 ROOF PLAN - ELECTRICAL 25 <b>10- PLUMBING</b> P-001 LEGENDS, NOTES, AND SCHEDULES P-101 PLUMBING SITE PLAN P-111 FIRST FLOOR PLAN P-112 SECOND FLOOR PLAN P-131 ROOF PLAN P-411 ENLARGED FLOOR PLAN P-511 PLUMBING DETAILS 7 <b>11- FIRE PROTECTION</b> FP-001 SITE PLAN & NOTES FP-002 FIRST FLOOR PLAN FP-003 SECOND FLOOR PLAN FP-004 BUILDING SECTIONS FP-005 MISCELLANEOUS DETAILS 5 Grand total: 140

EXHIBIT A, continued

19  
Volume I total: 51

A - 001 WALL TYPES	
42	
08-MECHANICAL	
M-001	LEGENDS, NOTES, AND SCHEDULES
M-111	FIRST FLOOR PLAN
M-112	SECOND FLOOR PLAN
M-131	ROOF PLAN
M-510	MECHANICAL DETAILS
M-521	VIBRATION ISOLATOR DETAILS
M-601	ENERGY COMPLIANCE FORMS
M-602	ENERGY COMPLIANCE FORMS
M-603	ENERGY COMPLIANCE FORMS
9	
09-ELECTRICAL	
E-001	SYMBOL LIST, ABBREVIATIONS & NOTES
E-002	GENERAL ELECTRICAL NOTES
E-010	FIXTURE LIST & TITLE 24 CALCULATIONS
E-011	TITLE 24 CALCULATIONS - INDOOR LIGHTING
E-012	TITLE 24 CALCULATIONS - OUTDOOR LIGHTING
E-013	TITLE 24 CALCULATIONS - INDOOR LIGHTING
E-014	TITLE 24 CALCULATIONS - OUTDOOR LIGHTING
E-015	LIGHTING CONTROL INFORMATION
E-016	LIGHTING CONTROL INFORMATION
E-020	FIRE ALARM INFORMATION
E-021	FIRE ALARM CALCULATIONS
E-022	FIRE ALARM RISER DIAGRAM
E-030	SINGLE LINE DIAGRAM
E-031	SWITCHBOARD ELEVATIONS
E-040	PANEL SCHEDULES

# Exhibit B

Guaranteed Maximum Price (GMP)



**SCHEDULE OF VALUES**

Marshall Classroom Building  
 Oxnard School District  
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

**GMP**  
 July 20, 2017

	Description	Recommended Subcontractor	Amount
01570	Erosion Control	Socal Stormwater Runoff Solution	78,677
01730	Surveying	Michael Baker International	20,900
03200	Reinforcing Steel	Vista Steel	96,970
03300	Cast In Place Concrete	Santa Clarita Concrete	413,131
05120	Structural Steel & Misc. Metals	C.A. Buchen	294,133
05700	Ornamental Metals		w/ Struct Steel
06100	Rough Carpentry	JF Construction	1,067,965
06200	Millwork / Cabinetry / Countertops	Dennis Reeves Inc.	34,161
07140	Waterproofing / Traffic Coating	Systems WP	63,636
07200	Insulation	Alcal	47,851
07540	Roofing	Best Contracting	118,535
07600	Sheet Metal / Metal Roofing	Merit Metal Products	160,900
08100	Doors / Frames / Hardware	Construction Hardware	110,110
08800	Glass and Glazing	Santa Barbara Glass	114,087
09220	Plaster & Drywall	Church and Larsen	538,346
09300	Ceramic Tile	Silverado Tile	51,120
09510	Acoustical Ceilings & Wall Panels	Prime Acoustics	48,320
09650	Resilient Flooring and Carpet	Reliable Flooring	69,611
09900	Painting	Vanguard	102,192
10000	Building Specialties	Various	55,645
10110	Visual Display Boards	Nelson Adams Naco Inc.	148,359
10140	Signage	AGS	12,625
10280	Toilet Partitions / Bathroom Accessories	YTI Enterprises	29,000
12240	Window Shades	A1 Quality Blinds	10,000
	Final Cleaning	Commercial Const Cleaning	26,050
14200	Elevators	Republic Elevator	90,220
21000	Fire Sprinkler	J.G. Tate Fire Protection	143,456
22000	Plumbing	City Commerical	355,312
23000	HVAC	Sheldon Mechanical	366,968
26000	Electrical / Low Voltage	Taft Electric	1,177,480
31220	Demo, Earthwork and Site Clearing	Damar Const.	176,464
32122	Asphalt Paving	Onyx Paving	48,580
32131	Site Concrete	B&M Contractors	147,475
32800	Playground Surfaces & Equipment	SpectraTurf / Miracle Playground	100,262
32900	Landscape and Irrigation	Dufau Landscape	81,345



**SCHEDULE OF VALUES**

Marshall Classroom Building  
 Oxnard School District  
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

**GMP**  
 July 20, 2017

Description		Recommended Subcontractor	Amount
33000	Site Utilities	Sam Hill & Sons	210,055
01000	Allowances		85,000
	Subguard	1.20%	80,339

<b>Subcontracted Direct Costs</b>			<b>\$ 6,775,280</b>
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	General Conditions		1,287,702
	General Requirements		3,250
	<b>Subtotal</b>		<b>8,066,232</b>

	Contractor Controlled Insurance Program	1.25%	100,828
	Builders Risk Insurance		By Owner
	General Contractor Bond	0.85%	69,420
	<b>Subtotal</b>		<b>8,236,479</b>

	Contractor Fee	5.00%	411,824
	<b>Subtotal</b>		<b>8,648,303</b>

	Contractor Contingency	4.00%	345,932
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<b>Total Contract Amount</b>			<b>\$ 8,994,236</b>
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**ALLOWANCES**

Marshall Classroom Building  
Oxnard School District  
2900 Thurgood Marshall Dr, Oxnard, CA 93036

**GMP**  
July 20, 2017

Allowances Included in Proposal	
1	Natural gas service line. \$ 50,000
2	Furnish and install new Gate G assembly including hardware \$ 10,000
3	Temporary power during SCE electrical service switch-over in Summer of 2018. \$ 25,000
<b>TOTAL ALLOWANCES \$ 85,000</b>	



**QUALIFICATIONS & ASSUMPTIONS**

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

**GMP**

July 20, 2017

The following items provide additional clarifications regarding the scope of work included in the Proposal:	
1	All Testing and inspection including shop inspection. All testing and inspection will be performed by the authority having jurisdiction or a third party hired by the owner.
2	GMP excludes all permanent connection or use fees by outside utility companies.
3	Settlement surveys of adjacent properties or utilities are excluded.
4	Owner's FFE items - GMP does not include furnishing, installation, unloading / hoisting or storage of Owner's FF&E.
5	Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see detail 4/A-541 (no sheet A-541 provided) at Elevators, is excluded.
6	Does not include Owner's mobile shelf units, rolling desks, or similar non-fixed furniture.
7	Natural gas service line to new building not shown on Site Utility Plan C-401,402,403,404 or P-sheets is not included, but is addressed by allowance.
8	Using Metal Sales Standing Seam roof in lieu of AEP Span Span-Lock per specifications.
9	Window blinds are not included at the sectional doors, only at the classroom windows even though they are not shown.
10	Epoxy grout is not included at ceramic tile.
11	Vapor emission treatment at concrete floors is not included.
12	TV brackets are OFCI. Televisions or monitors are not included.
13	Specification Section 23 25 00 - Water Treatment is excluded.
14	Hazardous or contaminated soils handling or removal, or removal of any existing underground tanks or appurtenances, is excluded.
15	No standing guard service is included for school site during the Edison rework of the main power. District to provide guard service.
16	Existing handball walls will be demolished (total of 5). GMP does not include any replacement of these ball walls.
17	GMP does not include any seal and re-stripe of existing asphalt play courts - not shown on plans.

**VALUE ENGINEERING COST TRACKING LOG**

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
		<b>Building</b>	
CCD	ARC.1	Replace 8'6"x13' sectional roll up doors with smaller sized aluminum glazed window frames and plaster walls	JA to prepare elevation replace (10) sectional OH doors with windows in punched openings of a plaster wall and drywall wall Update 06/23/17: Sketched due 06/30/17 Update 7/6/17: Sketches received from CSDA and circulated to subs for pricing. Requested responses by no later than 7/10/17. Update 7/18/17: Clarification to aluminum window type and glass type received from CSDA and subs have provided their proposals.
CCD	ARC.2	Eliminate Smoke Containment doors at elevators, possibly not required	JA to call FLS plan checker to determine if these can be eliminated. Update 06/23/17: CCD-A to delete smoke doors shall be prepared by 06/30/17 and submitted when DSA Box is set up.
	ARC.3	Eliminate sliding markerboards, keep recessed wall space for mobile shelf units.	After discussion with the team this part of the programmatic design which cannot be eliminated. TM to work with bidders on how to reduce the cost of the current design Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacting this programmatic element Update 7/6/17: Revised pricing received from Nelson Adams for sliding markerboards @ 6' in height, same widths as shown on interior elevations. VE credit combined with ARC.4 Additional cost for painting exposed wall surfaces are combined with ARC.3
	ARC.4	Decrease size of floor to ceiling markerboard and tackboard surfaces	JA to prepare revised elevation to reduce the height of the wall mounted markerboards and acoustical tackboard Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacted this programmatic element Update 7/6/17: Revised pricing received for wall markerboards @ 6' in height, same widths as shown on interior elevations. VE credit combined with ARC.3 Additional cost for painting exposed wall surfaces are combined with ARC.3. Update 7/7/17: Jeremy C. provided clarification that sliding markerboards will not change in size. Carl will follow up with Nelson Adams to revise their VE proposal based on this information. Update 7/18/17: Revised pricing received from Nelson Adams. All sliding markerboards remain full height as shown on the drawings, wall markerboards and tackboards will become 6' in height.
	ARC.5	Eliminate acoustical wall panels in upper clerestory areas	JA to revise RCP to delete acoustical wall panels in upper clerestory. JA to incorporate use of acoustical ceiling panels on vertical surfaces. Update 06/23/17: SB directed JA to delete acoustical wall panels in the clerestory walls. TM to confirm \$30K saving Update 7/6/17: Credit provided for deleting these panels in the clerestory wall areas. Additional cost for painting exposed wall surfaces are also provided.
	ARC.6	Eliminate wall tile behind lockers in Rooms 111 & 114.	After discussion with the team it was determined that all tile will be eliminated from the scope of work in the changing rooms. See ARC.18 below
	ARC.7	Lower height of wainscot tile in restrooms to 4' high	RS to provide pricing for proposed revision Update 06/23/17: Pricing for credit received from Silverado Tile.
	ARC.8	Eliminate floor tile in Toilet and changing rooms. Replace with a sealed concrete finish.	See ARC 18 below

**VALUE ENGINEERING COST TRACKING LOG**

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.9	Replace entire roof with hot mop- Roofing VE Items	RS to provide pricing for hot mop roof through out the project. Update 06/23/17: TM working with Best Interior to develop a value engineering package that retains the existing design. Update 7/6/17: CM has discussed potential VE items with Best, including use of a lighter gauge standing seam roofing material. Update 7/18/17: Use of a lighter gauge standing seam roofing material is not acceptable to CSDA. Best Contracting looked again at their number and submitted a credit amount.
CCD	ARC.10	Use standard Hydraulic elevators in lieu of MRL elevator	JA to provide revised design for using a jack less hydraulic elevator Update 06/23/17: SB directed team to pursue the hydraulic elevator. TM to forward shop drawing for hydraulic elevator to JA for coordination with designed structure for the shaft and equipment room Update 7/6/17: Republic Elevator has provided drawings for space requirements of the elevator shaft and machine room. CSDA has reviewed and indicates that required space requirements will work within current designed structure.
	ARC.11	Delete energy management system.	RS to obtain credit to delete EMS in it entirety Update 06/23/17: Sheldon provided credit.
	ARC.12	Delete fire department ladders	JA to call fire marshal to understand requirement of exterior fire ladders Update 06/23/17: JA and TM to visit fire department to delete exterior ladders for building and elevator tower Update 7/6/17: Per Jose/CSDA the exterior ladders as shown on G-003 will not be required based on discussion with the local fire department.
CCD	ARC.13	Delete framing at elevator opening smoke doors.	SB accepted deletion. Finalize credit to GMP.
CCD	ARC.14	Delete hand dryers	SB accepted deletion. Finalize credit to GMP JA to revise specifications to include paper towel dispensers Update 06/23/17: Paper towel dispensers shall OFCI.
CCD	ARC.15	Revise Guardrail Detail	JA to review design of handrail detail and revise to simplify and reduce cost. Also see ARC.19 below Update 06/23/17:CA Buchen provided revised design for guardrails which was accepted by SB and JA. Credit provided by CA Buchen.
	ARC.16	Use thinset in lieu of mortar set tile	After discussion with the team it was determined that the mortar bed would be deleted at 1st and 2nd floor restrooms and that the tile would be thinset. Need to add the sloping of floor to drains. RB to provide pricing Update 06/23/17: Credit provided by Silverado.
CCD	ARC.17	Remove 2nd floor canopy over walkways	JA to review the shading study and determine if a portion of the walkway cover can be reduced Update 06/23/17: Still pending structural engineer response. JA to follow on 06/26/17 Update 7/6/17: Jose/CSDA has been working with the structural engineer for drawings/details in order for Bernards to request subcontractor pricing. Update 7/18/17: The structural engineer provided drawings on 7/18/17 for subs to review and provide pricing.
	ARC.18	Delete all tile from change rooms and provide painted walls and resilient tile with rubber base	RS to provide pricing for proposed revisions. Update 06/23/17:Credit provided by Silverado.
	ARC.19	Delete galvanized finish for stairs, guardrails and handrails and provide zinc primer with paint finish	RS to provide pricing for proposed revisions. Update 06/23/17: Steel contractor stated the is no cost difference with zinc coating and galvanizing.

### VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.20	Delete requirement of waterproof wrap around building	JA to review specification to determine what is required and RS to reach out to plaster subcontractors to determine what is included Update 06/23/17: TM got price to wrap the first 5 feet of the building.
	ARC.21	Delete drywall soffit at high ceiling and provide T-Bar and acoustical tile.	JA to prepare sketch of proposed T-Bar soffit for final pricing Update 7/6/17: Jose/CSDA has rejected this potential VE item.
	ARC.22	Revise operable windows to fixed windows	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable.
	ARC.23	Flush Aluminum Windows with Exterior wall	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable. JA to revise detail for window install. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again. Window width is now 4 ½" but still held to outside with return on inside of wall.
	ARC.24	HVAC VE Items	Meeting with CFW, Bernards and Sheldon Mechanical to discuss potential VE items. Items include deduct for standalone control system vs. DDC control system, deduct to change side discharge rooftop units to down shot, deduct to change ductwork from rectangular to round and added cost to install copper coils on rooftop units. Update 7/7/17: The copper fin added cost has been rejected. The (3) credit items are still under consideration. Jose A. to follow up with mechanical engineer to question why his response to down shot roof top units will not work. Update 7/18/17: Mechanical engineer has rejected the proposed down shot type units due to space limitations. Credits for standalone control system and use of round ducts will be accepted.
	ARC.25	Electrical VE Items	Taft Electric has been contacted regarding potential VE items and have submitted the following; Deduct for alternate light fixture package using a different manufacturer, deduct for use of MC cables for all branch circuits in lieu of flex conduit, deduct for use of aluminum brass in lieu of copper on all switchgear, deduct for use of native soil in lieu of concrete backfill at ductbanks. The Electrical Engineer has reviewed and provided a response, to be reviewed further with CFW & CSDA. Update 7/7/17: After reviewing the electrical VE items it was determined to still pursue the potential cost savings of an alternate lighting package and also request a cost savings number for use of slurry backfill in ductbank trenches. Update 7/18/17: Potential cost savings for the alternate lighting package is acceptable. Taft Electric confirmed no savings for use of slurry backfill in ductbank trenches.

**VALUE ENGINEERING COST TRACKING LOG**

Marshall Classroom Building

Oxnard School District

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July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.26	Door Hardware Savings (hinges, etc.)	Scott B. requested a door hardware cost savings for use of butt hinges instead of the specified continuous hinges. Scott will forward a copy of District hardware standards to Carl for discussion with the subcontractor for any potential savings.
	ARC.27	Plumbing VE Savings	Carl M. will contact the low bid plumbing subcontractor to discuss any potential cost saving items.
	SIT.1	Eliminate construction of (5) CIP concrete seat benches, District to provide benches	SB accepted deletion. Finalize credit to GMP Update 7/6/17: Credit for deleted concrete benches requested from subcontractor. Update 7/18/17: Credit proposal received from subcontractor.
	SIT.2	Remove PCC Pavers and concrete sub-slab for pavers, leave existing AC paving.	SB accepted deletion. Finalize credit to GMP Update 7/6/17: Credit for deleted concrete pavers and sub slab requested from subcontractor. Update 7/18/17: Credit proposal received from subcontractor.
CCD	SIT.3	Remove raised planter walls - concrete, rebar, waterproofing and landscaping & irrigation	After discussion it was determined to eliminate all raised planters but retain all landscaping at grade. RS to finalize credit for deletion of raised planters JA to provide revised design for landscaping at grade for pricing Update 7/18/17: Credit proposal received from subcontractors for deleted raised planters. Revised landscape drawings not provided, no change in cost proposed for landscaping at planters.
CCD	SIT.4	Remove concrete mow strip, replace with natural grass	JA to review with DSA the need to 6' mow strip with plan checker Update 06/23/17: JA to submit CCD to delete 6' mow strip Update 7/6/17: Pricing has been requested from subcontractor for revising mow strip from 60" to 12" wide. Update 7/18/17: Credit proposal received from subcontractor.
	SIT.5	Delete gravity wall, use curb	JA to review with Civil if gravity wall can be deleted. This would me budget funds to delete the demolition of the ball walls could be removed. Update 06/23/17: JA to confirm with civil engineer that gravity wall can be deleted. Update 7/7/17: This potential VE item has now been rejected.
	SIT.6	Delete perimeter curb & 4" CAB w/ geo fabric at rubber play surface, install rubber surfacing	Rejected
	SIT.7	Delete site concrete mock-up	SB accepted deletion. Finalize credit to GMP
	SIT.8	Reduce cost reconstruction at new electrical service	JA to have civil engineer provide demo and construction for new electrical service. Update 7/6/17: Site photos of the area for SCE work and approximate electrical underground pathway back to the electrical room have been provided to CSDA for use by Civil Engineer. Update 7/7/17: Carl M. will go back into the GMP and verify if there are still potential costs available. Update 7/18/17: After reviewing costs again with estimators, a cost savings was determined.



**VALUE ENGINEERING COST TRACKING LOG**

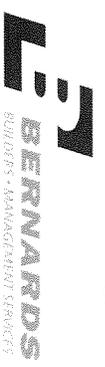
Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	SIT.9	Gas Line Revisions	<p>Meeting with Gas Company and Engineer to resolve missing gas design took place on 6/26/17 with the So Cal Gas representative. The rep is currently investigating in house on pipe capacity and meter and will report back to Team. There is the possibility that the meter will need to be upsized, which will be a cost to the School District.</p> <p>Update 7/7/17: Jose A. will request that plumbing engineer contact the Gas Co. rep to receive information in order to make final decision.</p> <p>Update 7/18/17: The Gas Company representative has been contacted by Bernards on numerous occasions for an update with no response. CSDA's plumbing engineer is also awaiting a return call. With no clear response to date from Gas Co. this potential VE credit will be rejected. The 50K allowance will continue to be carried in the GMP.</p>



Bid Evaluation Report

Erosion Control

Marshall Classroom Building

Subcontractors

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Whitson CM / Bernards	Social Stormwater Runoff Solution				
Base Bid	See below	See below				
Spec # : 312500	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days						
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
<b>Storm Water Compliance</b>	1,200	520				
"Due to the project being under 1 acre this project is not subject to the State CGP"	Included	Included				
Provide project related Water Pollution Control Program (WPCP) by Qualified developer	Included	Included				
Development of project specific Best Management Practices (BMP's)	Included	Included				
Development of erosion control plan for inclusion in WPCP	Included	Included				
<b>SWPPP (QSP/QSD) Services</b>						
Qualified SWPPP Practitioner QSP conduct weekly site inspections, photos, document, etc	18,720	10,400				
Rate per week for monitoring	\$360/wk	\$200/visit				
Keep records & documents updated	Included	Included				
Provide recommendations for reqs of BMP upkeep & maintenance (but won't do the work)	Included	Included				
Electronically file all data for Permit documents as required	Included	Included				
Pre/During/Post Rain-Event Visual Inspections	4,320	2,640				
Rate per week/visit for monitoring the rain monitoring	\$360/wk	\$220/visit				
<b>Erosion Control - No Plans Provided</b>	21,402	21,402				
Silt Fencing at perimeter of sites	Included	Included				
Fiber Rolls at perimeter of existing parking lot rework - A-102	Included	Included				
Fiber Rolls at new school addition perimeter - G-003	Included	Included				
Fiber Rolls at new playground area perimeter - G-003	Included	Included				
Construction Entrances	Included	Included				



Bid Evaluation Report

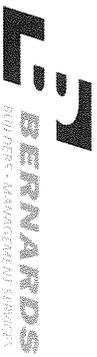
Erosion Control

Marshall Classroom Building

Subcontractors

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	Whitson CM / Bernards		Social Stormwater Runoff Solution		Job Number		Bid Date	
	Included	Excluded	Included	Excluded	1641	6/7/2017	7/27/2017	
Storm Drain Inlet Protection	Included		Included					
SWPPP & BMP Implementation	Included		Included					
SWPPP & BMP Implementation - Removal at completion of project	Included		Included					
QSP Monitoring	See below		See below					
Laydown/Trailer Area Erosion Control:	20,985		20,985					
Fiber Rolls at perimeter of existing grass field for trailer/parking/laydown/storage use during construction	Included		Included					
Geofabric over the grass, rock surface	Included		Included					
Removal of above at project completion	Included		Included					
<b>Temporary Construction Fencing &amp; Gates - Bernards</b>	22,730		22,730					
Temp Fencing at existing parking lot rework, 1-side use existing fencing along the creek - A-102, install, maintain, removal	Included		Included					
Temp Fencing at new school addition perimeter - G-003	Included		Included					
Temp Fencing at new playground area perimeter - G-003	Included		Included					
Gates	Included		Included					
<b>TOTALS</b>	<b>89,357</b>		<b>78,677</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>							
<b>Social Stormwater Runoff Solution</b>	<b>78,677</b>							



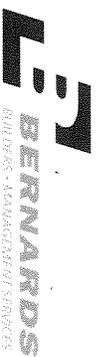
Bid Evaluation Report

Surveying

Marshall Classroom Building

Subcontractors

Description	Adkan Engineers	Brenner & Carpenter	Hunsaker & Associates	MNS Engineers	Job Number	1641
					Date Printed	7/27/2017
					Bid Date	6/7/2017
					Michael Baker International	Stantec
Base Bid	22,000	25,000	60,400	17,055	8,900	39,950
Spec #: 00700 - General Conditions	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	N/A	N/A	N/A	N/A	N/A	N/A
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
<b>Set-up</b>	Included	Included	Included	Included	Included	Included
Travel Costs	Included	Included	Included	Included	Included	Included
Horizontal Control	Included	Included	Included	Included	Included	Included
Survey Boundary Map	Included	Included	Included	Included	Included	Included
<b>Excavation</b>	Included	Included	Included	Included	Included	Included
Rough Grade Staking	Included	Included	Included	Included	Included	Included
Blueprint Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	Included
Gridlines at Elevator & Exterior Stairs	Included	Included	Included	Included	Included	Included
<b>Buildings</b>	Included	Included	Included	Included	Included	Included
Building Corner Stakes (All Bids)	Included	Included	Included	Included	Included	Included
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, Natural Gas and Permanent Electrical Service	Included	Included	Included	Included	Included	Included
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	Included
<b>Site</b>	Included	Included	Included	Included	Included	Included
Stakes for Sanitary Sewer, Storm Drain, Natural Gas and Domestic Fire & Domestic Water	Included	Included	Included	Included	Included	Included
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	Included	Included	Included	Included	Included	Included
Line Stakes for demo/saw cut of asphalt at existing northeast parking lot. Provide markings for new parking stalls.	Included	Included	Included	Included	Included	Included
Line and grade stakes for rubberized playground area	Included	Included	Included	Included	Included	Included
1-person survey crew rate per hour	\$185/hr		\$192/hr	\$180/hr	Included	Included
2-person survey crew rate per hour	\$260/hr		\$234/hr	\$260/hr		
	5,000	2,000		6,667	12,000	
<b>TOTALS</b>	<b>27,000</b>	<b>27,000</b>	<b>60,400</b>	<b>23,722</b>	<b>20,900</b>	<b>39,950</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Michael Baker International</b>	<b>20,900</b>					



Bid Evaluation Report

Reinforcing Steel

Marshall Classroom Building

Subcontractors

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	Upland Contracting		Vista Steel		Subcontractors		Job Number	Bid Date	Date Printed
Base Bid									
Spec # : 032000	85,814	Included	83,445	Included					
Bond Rate (if required)									
Furnished, Installed, FOB Jobsite, Tax Included									
Plans and Specs Dated: 1/28/2016 & 10/4/2016									
Acknowledgment of RFIs 1-75 dated 6.5.17									
Bid Good for 60 Days									
Prevailing Wage									
Pregualified per Oxnard School District Standards									
Attachment C Acknowledgement									
<b>Rebar</b>									
New Classroom Addition Building per Structural, Architectural & Civil sheets									
Rebar for Footings									
Rebar for Spread Footings									
Rebar for Column Footings									
Rebar for Stair Footings									
Rebar for Pad Footings									
Rebar for Elevator Pit									
Rebar for Slab on Grade									
Hoisting as Required									
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8', build them sim to right side of det 6/S-401	5,000		5,000						
Site Concrete Reinforcing	24,486		12,025						
Paving, curbs, seat walls, planter walls									
Site curbs FOB jobsite									
SIT.3									
<b>TOTALS</b>	<b>111,800</b>		<b>96,970</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>									
<b>Vista Steel</b>	<b>Amount</b>		<b>96,970</b>		<b>0</b>		<b>0</b>		<b>0</b>



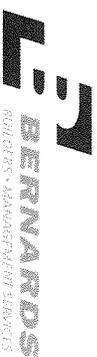
Bid Evaluation Report

Building Concrete

Marshall Classroom Building

Subcontractors

Description	Barcelo Construction		Santa Clarita Concrete		Job Number	Bid Date	Date Printed
	Construction		Concrete				
Base Bid	386,879		395,600		1641	6/7/2017	7/27/2017
Spec #: 03 1000 - Concrete Forming Accessories	Included		Included				
Spec #: 03 2000 - Concrete Reinforcing	Included		Included				
Spec #: 03 3000 - Cast-In-Place Concrete	Included		Included				
Bond Rate (if required)			Bond @ 1%				
Furnished, Installed, FOB Jobsite, Tax Included	Included		Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included		Included				
Acknowledgment of RFIs 1-75 dated 6.5.17	Included		Included				
Bid Good for 60 Days	90 Days		30 Days				
Prevailing Wage	Included		Included				
Prequalified per Oxnard School District Standards	N/A		N/A				
Attachment C Acknowledgement	N/A		N/A				
<b>Structural Concrete</b>	Included		Included				
Typical SOG Underlayment Detail 14/S-400A:	Included		Included				
4" layer crushed rocks Subbase over prepared subgrade	Included		Included				
Base - 2" Sand Fill over crushed rock	Included		Included				
15 mil. Vapor Barrier by Stego Ind. Over sand	Included		Included				
5" SOG	Included		Included				
Reinforcing steel furnish & install, included w/ CIP concrete bid	Excluded		Excluded				
Reinforcing steel furnish & install, separate Rebar Bid	w/ Rebar		w/ Rebar				
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - S-401	Included		Included				
Spread Footings per Schedule on Foundation Pages S-401,402,403 (WF-1, WF-2 & F3)	Included		Included				
24" X 18" Conc Footing at Stairs per 1/S-700B	Included		Included				
Tie Rod Brace detail and concrete blockout at Baseplates - 3/S-700B	Included		Included				
1-6" thk Mat slab at Elevator Pit per 12/S-700A	Included		Included				
Elevator Pit wall 10" thk per 12/S-700B	Included		Included				
Site Control Plan C-201							
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401, are part of the building construction	30,000		Included				
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	30,000		26,600				
Install Guiderail baseplates per 16/S-700B	Included		Included				
Lt Wt Concrete Fill at Balconies & Classrooms on 2nd Floor per Note 7A & 7B/S212 - 1-1/2" twt concrete topping	Included		Included				



Bid Evaluation Report

Building Concrete

Marshall Classroom Building

Subcontractors

Description	Barcelo Construction		Santa Clarita Concrete		Job Number	Bid Date	Date Printed
	Barcelo Construction	Santa Clarita Concrete	Barcelo Construction	Santa Clarita Concrete			
SCC: Deck to be poured prior to construction of walls, otherwise add for another pump system & hoseman to place concrete	Included	6,500			1641	6/7/2017	7/27/2017
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S-700B	Included	Included					
Balco Stair Strips per keynote 05.03 sheet A-420 & detail 11/A-560	2,500	2,500					
2" contrasting strip, abrasive strip	Included	Included					
6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	Included	Included					
Depressed slabs at restrooms for ceramic tile work, not shown properly	Included	Included					
Trench Drain concrete basin per 4/S-400A	w/ Site Utilities Included	w/ Site Utilities Included					
Other Items:							
All Reinforcing Steel for your work	w/ Rebar Included	w/ Rebar Included					
Dewatering as Required	Included	Included					
Setting Anchor Bolt Templates	Included	Included					
Safety walk and progressive cleanup	4,640	4,640					
Curing and Sealing Compounds per Specs as Required	Included	Included					
Drypacking baseplates	1,000	Included					
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included					
Clean up to debris bins	5,100	5,100					
Wash Out Bins	2,500	2,500					
Depressed floors at 1st floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000					
Spoils removal	approx 325cy	approx 325cy					
SIT.3	(8,700)	(8,709)					
SIT.3	(30,000)	(26,600)					
<b>TOTALS</b>	<b>428,919</b>	<b>413,131</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>						
<b>Santa Clarita Concrete</b>	<b>413,131</b>						



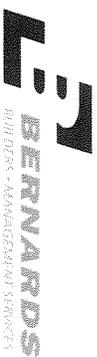
Bid Evaluation Report

**Structural Steel**

**Marshall Classroom Building**

**Subcontractors**

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	See below	See below	See below	No Bid		
Spec #: 05 1200 - Structural Steel Framing	Included	Included	Included			
Spec #: 05 5000 - Metal Fabrications	Included	Included	Included			
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	14 Days	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
<b>Structural Steel</b>						
New Classroom Building	165,450	234,955	304,688			
HSS Steel Columns, C1, C2, C3, C4 & C5 on First & Second Levels -5" round, 5x5 7x5, 10x8, & 7x7	Included	Included	Included			
HSS Beams at 1st & 2nd floors per floor plans	Included	Included	Included			
HSS Beams at Elevator - 3 each HSS 12x4 tubes per sketch in RFI #3	Included	Included	Included			
Include added 3rd steel column	7,500	7,500	7,500			
HSS Columns & beams at wall elevation S-600E & 19&20/S-600F	Included	Included	Included			
HSS columns in stud walls to have welded studs - 13/S-700	Included	Included	Included			
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included	Included			
"W" Steel Beams at Elevator - 1/S-700A & 17/S-700A	Included	Included	Included			
Beam to Beam Connection Schedule & details 1/S-700A	Included	Included	Included			
Double angle braces & gusset plate at HSS column at roof transitions 17/S-600D	Included	Included	Included			
1/2" thk x 5" w plate at roof transitions 17/S-600D & 20/S-600E	Included	Included	Included			
Safety Cable Railing as Required - Install, maintain, removal & return to steel sub	3,250	3,250	3,250			
FOB Anchor Bolts/ Templates for Own Work	Included	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included	Included			
Safety walk and progressive cleanup	3,093	3,093	3,093			
Hoisting for All Work	Included	Included	Included			
<b>Steel Stairs</b>						
Galvanized	122,090	Included	Included			



Bid Evaluation Report

**Structural Steel**

**Marshall Classroom Building**

Job Number **1641**  
 Bid Date **6/7/2017**  
 Date Printed **7/27/2017**

Description	Subcontractors				ACSS		
	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.				
Stairs 1 & 2 at New Classroom Bldg - S-211,212 & S-700B	Included	Included	Included				
Steel Stairs (Pan Filled Concrete) - A-420	Included	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included	Included				
Conc Nosing at Stairs - included w/ the stairs?	1,250	Included	Included				
Stair Railings and Stair Guardrails	Included	Included	Included				
1-1/2" Handrail Both Sides	Included	Included	Included				
Guardrail at Midlandings	Included	Included	Included				
Guardrail at Top of Stairs	Included	Included	Included				
Stair 1 - 12/S700B	Included	Included	Included				
Stair 2 - 11/S700B	Included	Included	Included				
<b>Railings &amp; Guardrails</b>							
2nd Floor New Classroom Bldg - S-212 & 8/S-6001/S-600D	Included	Included	Included				
Deck guardrail detail - HSS2-1/2x2-1/2x3/16 at 4'oc	Included	Included	Included				
Arch drawing sheet A-112, note 5.33, see 15/A-560	Included	Included	Included				
Steel posts & plate top rails, w/ baseplates 8/S-600	Included	Included	Included				
Railing to have a Prefab panel per 10/A-560	Orsogrill	Included	Included				
Prefab Panel Elevation detail - 7/A-560	Included	Included	Included				
Railing Inserts per detail 2.3/A-560 - shows 2x1 rect mesh 11 ga galv panel	Included	Included	Included				
Railing Inserts per Spec is diamond mesh	Excluded	Excluded	Excluded				
<b>Misc. Metal</b>							
Steel plate continuous across hoistway ground fl - 5/A-561	Included	Included	Included				
Steel plate continuous across hoistway 2nd fl- 7/A-561	2,500	Included	2,500				
Pit ladder 13/A-561, notes states by Elev Mfr, but needs to be w Steel	Included	3,000	Included				
HSS at Canopy connections - 19.20/S-600F	Included	Included	Included				
Elevator Sill Angle & Threshold	Included	Included	Included				
Roof Access Ladders in Electrical rm 206 - A-112, 10/A-500	Included	Included	Included				
Steel ladder mounted to wall mtg all OSHA requirements	Included	Included	Included				
<b>Site</b>							
Steel Bollards at New Electrical Transformer, FOB jobsite, 1/E-102	Included	Included	Included				
Steel Bollards at New DDCV Assembly, FOB jobsite, C-401 (not shown, include 8 each)	500	4,000	4,000				



Bid Evaluation Report

**Structural Steel**

**Marshall Classroom Building**

**Subcontractors**

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Fire Department Access Ladder, shown on FLS/Site Plan near grid D&2 SW side - G-003, galvanized	7,500	6,500	7,500			
Fire Department Access Ladder, shown on FLS/Site Plan near grid K&11 near elevator - G-003, galvanized	7,500	6,500	7,500			
ARC.12	(15,000)	(13,000)	(15,000)			
ARC.15	(14,500)	(14,000)	(14,000)			
<b>TOTALS</b>	<b>294,133</b>	<b>378,358</b>	<b>417,531</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>C.A. Buchen</b>	<b>294,133</b>					



Bid Evaluation Report

Rough Carpentry

Marshall Classroom Building

Subcontractors

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	Subcontractors			
	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem
Base Bid	1,244,000	997,037	922,861	1,156,000
Spec #: 06 1000 - Rough Carpentry	Included	Included	Included	Included
Spec #: 06 1733 - Wood I-Joists	Included	Included	Included	Included
Spec #: 06 1813 - Glue Laminated Beams	Included	Included	Included	Included
Bond Rate (if required)	Bond at 2%	Bond at 2%	Bond at 2%	Bond at 2%
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	30 days
Bid Good for 60 Days	Included	Included	Included	Included
Prevailing Wage	N/A	N/A	N/A	N/A
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A
<b>Rough Framing</b>				
Wall Types Sheet - A-620	Included	Included	Included	Included
Plywood Shear Wall Schedule - S-600	Included	Included	Included	Included
Plywood Sheathing as Shown on Wall Types	Included	Included	Included	Included
Prefabricated plywood web joists "I" Joists per spec section	Included	Included	Included	Included
Open Web Trusses, I-Joists, LVL per Schedule 4/S-600F	Included	Included	Included	Included
MFR - TrusJoist, Red Built or equal	Included	Included	Included	Included
Glue-Laminated Beams & Struc Eng. Beams per spec section	Included	Included	Included	Included
Simpson HDW as Scheduled	Included	Included	Included	Included
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details	7,551	7,551	7,551	7,551
Hold Down Schedule 20/S-600	Included	Included	Included	Included
Anchor Rod Schedule - 17/S-401	Included	Included	Included	Included
Mechanical Platforms at Roof 3&5B/S-700B	Included	Included	Included	Included
Wall Framing - 2x4, 2x6, 2x8	Included	Included	Included	Included
Wood Backing for All Wall Items - Millwork, TV's, Marker/Trackboards, Handrails, M.E.P.	Included	Included	Included	Included
Plywood Backboards - Electrical / Low Voltage	3,200	3,200	3,200	3,200
Wood Nailers at Roof Parapet Coping - 2/A-500	Included	Included	Included	Included
Safety Railing as Required at 2nd Floor	5,000	5,000	5,000	5,000
Plywood Floor Sheathing - 19/S-600C	Included	Included	Included	Included
Plywood Roof Sheathing - 19/S600C	Included	Included	Included	Included
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as shown on S-600	Included	Included	Included	Included
Flooring & Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included
1/2" Plywood at Plaster Pilasters	Included	Included	Included	Included



Bid Evaluation Report

Rough Carpentry

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem			
Exterior Plywood at Underside of Roof Overhang per 9/A-501	Included	Included	Included	Included	1641	6/7/2017	7/27/2017
Install Pipe Columns per details 2,5,6/5-600D - coordinate w/ Steel sub	Included	Included	Included	Included			
Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included			
Roof Crickets per A-131 - should be w/ roofing, use tapered Insul	Excluded	Excluded	Excluded	Excluded			
Safety walk and progressive cleanup	9,280	9,280	9,280	9,280			
Framing for all recessed items FEC's, etc.	Included	Included	Included	Included			
Blocking & backing for ceilings & duct supports, unknown locations	6,400	6,400	6,400	6,400			
Blocking & backing for roof ladders	600	600	600	600			
Depressed floors at 2nd floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000	5,000	5,000			
Framing for doors heads & jambs at elevator smoke containment door assembly	4,000	4,000	4,000	4,000			
Fire Treated Lumber	Included	Included	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included	Included	Included			
Hoisting for your work	Included	Included	Included	Included			
All Required Caulking and Sealants for your work	Included	Included	Included	Included			
Scaffolding for Own Work	Included	Included	Included	Included			
Clean-up into your dumpsters	17,000	17,000	17,000	17,000			
Temporary Stairs & ramps	3,000	3,000	3,000	3,000			
Small tools & equipment	3,500	3,500	3,500	3,500			
Security guard	40,200	40,200	40,200	40,200			
Site Security/Alarm/Camera systems	15,477	15,477	15,477	15,477			
ARC.1	9,500	9,500	9,417	9,500			
ARC.13	(4,000)	(4,000)	(4,000)	(4,000)			
ARC.17	(30,000)	(30,000)	(30,521)	(30,000)			
Budget for Lumber Cost Increase	65,000	50,000	50,000	50,000			
<b>TOTALS</b>	<b>1,404,708</b>	<b>1,142,745</b>	<b>1,067,965</b>	<b>1,301,708</b>	<b>0</b>	<b>0</b>	
<b>Recommendation:</b>	<b>Amount</b>						
<b>JF Construction</b>	<b>1,067,965</b>						



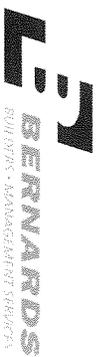
Bid Evaluation Report

Cabinets / Millwork

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	1641
	Bristol Omega	ICI Millwork	K & Z Cabinet	Dennis Reeves Inc.		
					Date Printed	7/27/2017
Base Bid	47,900	36,107	42,290	34,161		35,270
Spec # : 06 4000 - Architectural Woodwork	Included	Included	Included	Included		Included
Spec # : 12 3553 - Manufactured Plastic-Laminate-Faced Casework	Included	Included	Included	Included		Included
Bond Rate (if required)				Bond at 2.5%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		Included
Acknowledgment of RFIs 1-75 dated 6.5.17	90 days	90 days	60 days	60 days		45 days
Bid Good for 60 Days	Included	Included	Included	Included		Included
Prevailing Wage	N/A	N/A	N/A	N/A		N/A
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		N/A
Attachment C Acknowledgement						
<b>Millwork</b>						
Lower Cabinets with Hardware	Included	Included	Included	Included		Included
Upper Cabinets with Hardware & Locks on all doors per RFI #	Included	Included	Included	Included		Included
Plastic Laminate Finish	Included	Included	Included	Included		Included
Plastic Laminate Countertops	Included	Included	Included	Included		Included
Plastic Laminate Backsplash	Included	Included	Included	Included		Included
Enlarged Floor Plans - A-410	Included	Included	Included	Included		Included
Casework details per A-570	Included	Included	Included	Included		Included
Include the back panel fastening per 2/A-570	Included	Included	Included	Included		Included
Include the Cont 2-1/2"x2-1/2" x 16 ga bent sheet metal angle anchorage - 6/A-570	Included	Included	Included	Included		Included
Typical Classroom per 1/A-410	Included	Included	Included	Included		Included
Casework & Counters	Included	Included	Included	Included		Included
Rms - 101, 102, 103, 104	Included	Included	Included	Included		Included
Rms - 201, 202, 203, 204, 207	Included	Included	Included	Included		Included
Typical Science Classroom per 2/A-410	Included	Included	Included	Included		Included
Casework & Counters	Included	Included	Included	Included		Included
Rms - 107, 109	Included	Included	Included	Included		Included
Performing Arts Lab per 3/A-410	Included	Included	Included	Included		Included
Casework & Counters	Included	Included	Included	Included		Included
Rms - 208	Included	Included	Included	Included		Included
Locker Room Benches	Included	w/ Lockers	w/ Lockers	w/ Lockers		w/ Lockers
<b>FRP Panels</b>						
	Excluded	Excluded	Excluded	Excluded		Excluded
<b>TOTALS</b>	<b>47,900</b>	<b>36,107</b>	<b>42,290</b>	<b>34,161</b>		<b>35,270</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Dennis Reeves Inc.</b>	<b>34,161</b>					



Bid Evaluation Report

Waterproofing

Marshall Classroom Building

Description	Subcontractors				Patriot Contracting	Paul Wolff
	Systems WP	Proulx	Santa Barbara Surfacing	Letner		
Base Bid	See below	See below	See below	See below	83,560	Incomplete
Spec #: 07 1326 - Self Adhering Sheet Waterproofing	Included	Included	Included	Included	Included	Included
Spec #: 07 8400 - Fire Stop and Smoke Seals	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Included	Included	Bond @ 1.8%	Bond @ 1.5%	Bond @ 1%	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	90 days	90 days	60 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
<b>Waterproofing</b>						
Waterproofing at elevator pit 12/A-561	4,100	2,300	8,300	3,510	Included	No Bid
Sheet Waterproofing behind Pit walls	Included	Included	Included	Bituthene 4000	Included	-----
1" drainage board & sheet waterproofing at walls	Included	Included	Included	Included 230 sf	Included	-----
Waterproofing under elev pit SOG (no specs) use bentonite, Grace PrePrufe300R or equal	Included	Included	Included	Included	Included	-----
Elastomeric waterproofing on top of pit slab (no spec) - use crystalline product	1,500	2,500	5,400	2,500	Included	-----
Waterproofing at elevator pit penetrations 8/A-561	Included	Included	Included	Included	Included	-----
Waterproofing of foundation wall at planter areas against the bldg C-300	14,030	18,240	Included	15,000	Included	-----
Waterproofing inside exterior Planters - total of 4 planters 6/S-401	Included	Included 1,920 sf	Included	Included	Included	-----
Waterproofing under topping slabs at 2nd floor decks - 6&7/A-510	18,000	20,000	22,600	20,000	Included	-----
Use 07 1326, self adhering waterproofing OR	Included	Included	Included	Included	Included	-----
Use 60-90mil liquid applied waterproofing w/ 1/8" asphaltic board or drainage mat protection course	Included	Included	Included	Included	Included	-----
Safety walk and progressive cleanup	3,480	3,480	3,480	3,480	3,480	-----
<b>Traffic Coatings</b>						
<b>Per Pre-Bid RFI#4</b>						
Installed over 2nd floor exterior deck - 6 & 7/A-510	Included	Included	Included	Included	Included	No Bid
Installed over exterior stairs and landings - not shown	Excluded	Excluded	Excluded	Excluded	Excluded	-----
Product to be Poly-I-Gard 246SF by Polycoat Products OR	Included	Included 2,552 sf	Included	Excluded	Included	-----



Bid Evaluation Report

**Waterproofing**

**Marshall Classroom Building**

Subcontractors

Description	Systems WP				Proulx				Santa Barbara Surfacing				Lethner				Patriot Contracting		Paul Wolff			
	Included	Excluded	Included	Excluded	Included	Excluded	Included	Excluded	Included	Excluded	Included	Excluded	Included	Excluded	Included	Excluded	Included	Excluded				
Product to be Gaco Western, GW-15-U62		2,680		2,680		2,680		2,680		2,680		2,680		2,680		2,680		2,680		1,750		
<b>Interior Concrete Sealed Floors</b>																						
Interior concrete floors shown on Finish Sch A-612 marked F1	Included		Included		Included		Included		Included		Included		Included		Included		Included		Included		Included 676 sf	
No Spec Provided OR see 03300,2.1,G	Included		Included		Included		Included		Included		Included		Included		Included		Included		Included		Augaseal W-20	
<b>Caulking &amp; Sealants</b>																					No Bid	
Per Schedule in Specs	Included		Included		Included		Included		Included		Included		Included		Included		Included		Included		-----	
Windows, Doors, Walls, As Shown	Included		Included		Included		Included		Included		Included		Included		Included		Included		Included		-----	
SIT.3		(10,530)		(10,500)		(10,500)		(10,500)		(10,500)		(10,500)		(10,500)		(10,500)		(10,500)		(10,500)		-----
<b>TOTALS</b>		<b>63,636</b>		<b>70,846</b>		<b>69,996</b>		<b>76,346</b>		<b>89,036</b>		<b>0</b>									<b>0</b>	
<b>Recommendation:</b>	<b>Amount</b>																					
<b>Systems WP</b>	<b>63,636</b>																					



Bid Evaluation Report

Insulation

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Roberts Firestop
	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	
Base Bid	26,800	36,892	30,527	26,895	See below
Spec #: 07 2100 - Thermal Insulation	Included	Included	Included	Included	N/A
Spec #: 07 8400 - Fire Stop and Smoke Seals	No Bid	No Bid	No Bid	No Bid	Included
Bond Rate (if required)					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included
Bid Good for 60 Days	60 Days	Included	30 days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A
<b>Thermal and Blanket Insulation</b>					
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included	Included	No Bid
R19 & 8" Batts at Int & Ext Walls	Included	Included	Included	Included	-----
R30 at Roof (Not shown)	See below	See below	See below	See below	-----
Walls to Receive Insulation per Wall Types A-620	Included	Included	Included	Included	-----
Wall type A - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type B - double stud walls min 3" sound insulation	Included	Included	Included	Included	-----
Wall type C - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type D - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type E1 - min 3-1/2" foil-faced glass fiber batts	????	Included	Included	Included	-----
Wall type F - Batt insulation	Included	Included	Included	Included	-----
Wall type G - Batt insulation	Included	Included	Included	Included	-----
Wall type H - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type I - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type K - double stud walls Int. Acoustic wall - fiberglass batt insulation	Included	Included	Included	Included	-----
Wall type N - none shown	-----	-----	-----	-----	-----
Wall type O - batt insulation	-----	-----	-----	-----	-----
Rigid Insulation at PVC roofing	w/ Roofing	Included	Included	Included	-----
Rigid Insulation at Standing Seam roofing	Excluded	Included	Included	Included	-----
R-30 insulation at underside of standing seam roofing	7,500	Included	Included	Included	4,965
<b>Fire Stops and Smoke Seals</b>					
Mineral fiber insulation fire safing, damming material, clips and closures	17,324	17,324	17,324	17,324	17,324
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included

Bid Evaluation Report



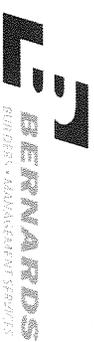
**Insulation**

**Marshall Classroom Building**

Subcontractors

Description	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	Roberts Firestop	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included		
Sealants, firestop putty, mortar, pillows, mineral fiber saifing	Included	Included	Included	Included	Included		
<b>TOTALS</b>	<b>51,624</b>	<b>54,216</b>	<b>47,851</b>	<b>49,184</b>	<b>0</b>		<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>						
<b>Alcal</b>	<b>47,851</b>						

Bid Evaluation Report



Sheet Metal & Metal Panels

Marshall Classroom Building

Subcontractors

Description	R&J SM	Letter	Commercial Roofing	Merit Metal Products	Job Number	
					Patriot Contracting	Valencia Sheet Metal
					Date Printed	7/27/2017
					Bid Date	6/7/2017
Base Bid	See below	167,950	See below	See below	189,170	103,880
Spec #: 07 4000 - Metal Roof Panels	Included	Included	Included	Included	Included	Included
Spec #: 07 6000 - Flashing Sheet Metal	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Bond @ 2.5%	Bond @ 1.5%	Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 2%
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	90 days	60 days	60 days	60 days	30 days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
<b>Sheet Metal</b>	56,198	Included	No Bid	8,600	Included	Included
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	-----	40,000	Included	40,000
Roof Plan A-131	Included	Included	-----	Included	Included	Included
Flexible Flashing and Underlayment	Included	Included	-----	Included	Included	Included
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	Included	Included	-----	Included	Included	Included
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	-----	Included	Included	Included
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	-----	Included	Included	Included
Roof Details Sheet A-500:	Included	Included	-----	Included	Included	Included
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included	Included	-----	Included	Included	Included
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included	Included	-----	Included	Included	Included
Roof penetration at Ducts flashing - 5/A-500	Included	Included	-----	Included	Included	Included
Flash at Pipes penetrations - 6/A-500	Included	Included	-----	Included	Included	Included
Flash at Exhaust duct - 9/A-500	Included	Included	-----	Included	Included	Included
Flash at roof access hatch - 10/A-500	Included	Included	-----	Included	Included	Included
Flash at fascias - 5/A-501	Included	Included	-----	Included	Included	Included
Flash at upper roof exterior soffits - 6/A-501	Included	Excluded	-----	Included	Included	Included
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included	Included	-----	Included	Included	Included
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included	Included	-----	Included	Included	Included
Door & Window Sill/Head Flashings - 1.2/A-5120	Included	Included	-----	Included	Included	Included
Door head flashing - 10-12/A-520	Included	Included	-----	Included	Included	Included
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included	Included	-----	Included	Included	Included
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included	Included	-----	Included	Included	Included
Roof to plaster conditions	Included	Included	-----	6,400	Included	9,010
Gutters & Downspouts - None Shown	Included	Included	-----	Included	Included	Included



Bid Evaluation Report

Sheet Metal & Metal Panels

Marshall Classroom Building

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017
Patriot Contracting	Valencia Sheet Metal

Description	Subcontractors					Job Number	Date Printed	Patriot Contracting	Valencia Sheet Metal
	R&J SM	Letner	Commercial Roofing	Merit Metal Products					
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000	10,000	-----	10,000		10,000	10,000	Included	Included
Connects to storm drains systems, not shown	Included	Included	-----	Included		Included	Included	Included	Included
Roof Drains are internal pipes by plumber	Included	Included	-----	Included		Included	Included	Included	Included
Mechanical Equipment pad covers - None Shown	N/A	N/A	-----	N/A		N/A	N/A	N/A	N/A
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A	N/A	-----	N/A		N/A	N/A	N/A	N/A
<b>Roof Hatch</b>	7,122	Included	No Bid	Included		Included	Included	Included	Included
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 108.12/A-500, 30"x42" min size	Included	Included	-----	Included		Included	Included	Included	Included
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included	Included	-----	Included		Included	Included	Included	Included
Prefab Curb by MFR	Included	Included	-----	Included		Included	Included	Included	Included
Installed in Electrical Room 206	Included	Included	-----	Included		Included	Included	Included	Included
<b>Metal Roofing</b>	159,537	Included	202,181	84,000		Included	Included	Included	Included
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included	Included	Included	Included		Included	Included	Included	Included
Typical Standing Mtl roof detail 10/A-5010	Included	Included	Included	Included		Included	Included	Included	Included
MFR AEP Span, SpanLok	Included	Included	Included	Alt Prod: Metal Sales		Included	Included	Included	Alt Prod: Metal Sales
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included	Incl 24ga	Included	Included		Included	Included	Included	Included
30#lb felt underlayment over roof plywood(by others)	Included	Included	Included	Included		Included	Included	Included	Included
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included	Included	Included	Included		Included	Included	Included	Included
Flash standing seam at Fascia - 5/A-501	Included	Included	Included	Included		Included	Included	Included	Included
Flash Fascia 2 at standing seam 9/A-501	Included	Included	Included	Included		Included	Included	Included	Included
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included	Not shown	Included	Not shown		Not shown	Not shown	Not shown	Not shown
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included	Included	Included	Included		Included	Included	Included	Included
Waste Disposal	3,400	3,400	3,400	3,400		3,400	3,400	3,400	3,400
Provide Alternate Add if not in base bid	-----	14,000	Included	8,500		15,000	9,000		
<b>Wall Louvers</b>									
As listed /shown on Mechanical	w/ HVAC Metal Roof SM	w/ HVAC Metal Roof SM	w/ HVAC Metal Roof Only No SM	w/ HVAC Alt Metal Roof SM		w/ HVAC Metal Roof SM	w/ HVAC Alt Metal Roof SM		w/ HVAC Alt Metal Roof SM
<b>TOTALS</b>	<b>236,257</b>	<b>195,350</b>	<b>205,581</b>	<b>160,900</b>		<b>217,570</b>	<b>175,290</b>		
<b>Recommendation:</b>	<b>Amount</b>								
<b>Merit Metal Products</b>	<b>160,900</b>								

Bid Evaluation Report



Sheet Metal & Metal Panels

Marshall Classroom Building

Subcontractors

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Craig Roofing	Chapman Coast				
Base Bid	See below	0				
Spec #: 07 4000 - Metal Roof Panels	Included	SM only				
Bond Rate (if required)	Included	w/roofing bid				
	Bond @ 2.5%					
Furnished, Installed, FOB jobsite, Tax Included	Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included					
Acknowledgment of RFI's 1-75 dated 6.5.17	Included					
Bid Good for 60 Days	30 Days					
Prevailing Wage	Included					
Prequalified per Oxnard School District Standards	N/A					
Attachment C Acknowledgement	N/A					
<b>Sheet Metal</b>						
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	9,550				
Roof Plan A-131	Included					
Flexible Flashing and Underlayment	Included					
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	Included					
MFR - WR Grace, Jiffy-Seal or equal	Included					
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included					
Roof Details Sheet A-500:	Included					
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included					
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included					
Roof penetration at Ducts Flashing - 5/A-500	Included					
Flash at Pipes penetrations - 6/A-500	Included					
Flash at Exhaust duct - 9/A-500	Included					
Flash at roof access hatch - 10/A-500	Included					
Flash at fascias - 5/A-501	Included					
Flash at upper roof exterior soffits - 6/A-501	Included					
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included					
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included					
Door & Window Sill/Head Flashings - 1.2/A-5120	Included					
Door head flashing - 10-12/A-520	Included					
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included					
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included					
Roof to plaster conditions	9,000					
Gutters & Downspouts - None Shown	Included					

Bid Evaluation Report



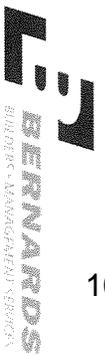
Sheet Metal & Metal Panels

Marshall Classroom Building

Subcontractors

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	Craig Roofing	Chapman Coast				
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000					
Connects to storm drains systems, not shown	Included					
Roof Drains are internal pipes by plumber	Included					
Mechanical Equipment pad covers - None Shown	N/A					
Work at Outside Storage Unit per 07 6000 I.01B.9	N/A					
<b>Roof Hatch</b>	Included					
Roof Plan A-131, Keynote 07.08 Roof Access Hatch	Included					
10&12/A-500, 30"x42" min size	Included					
MFR - Acudor, Blico, Dur-Red, Millicor - Not Listed	Included					
Prefab Curb by MFR	Included					
Installed in Electrical Room 206	Included					
<b>Metal Roofing</b>	218,820					
Roof Plan A-131, Keynote 07.25 Standing Seam Metal	Included					
Roof 10/A-501	Included					
Typical Standing Mt roof detail 10/A-5010	Included					
MFR AEP Span, SpanLok	Included					
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included					
30#lb felt underlayment over roof plywood(by others)	Included					
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included					
Flash standing seam at Fascia - 5/A-501	Included					
Flash Fascia 2 at standing seam 9/A-501	Included					
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included					
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included					
Waste Disposal	-----					
Provide Alternate Add if not in base bid						
<b>Wall Louvers</b>	0					
As listed /shown on Mechanical	w/ HVAC					
	Metal Roof	No Metal Roof				
	SM	SM Only				
<b>TOTALS</b>	<b>275,928</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Merit Metal Products</b>	<b>160,900</b>					



Bid Evaluation Report

Roofing

Marshall Classroom Building

Subcontractors

Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing	Job Number	1641
							Bid Date	6/7/2017
							Date Printed	7/27/2017
Base Bid	124,725	153,939	145,717	199,708	211,750	129,179		
Spec #: 07 5416 - Polyvinyl Chloride (PVC) Roofing (Mechanically Attached)	Included	Included	Included	Included	Included	Included		
Bond Rate (if required)								
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Bond @ 1%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included		
Bid Good for 60 Days	30 days	60 Days	60 Days	45 days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A		
<b>Polyvinyl-Chloride (PVC) Roofing</b>	Included	Included	Included	Included	Included	Included		
Roof Plan A-131, Keynote 07.01 Single-Ply Roof Assembly see 1/A-500	Included	Included	Included	Included	Included	Included		
MFR - Sika Sarnafil, Johns Manville, Carlisle or Equal	Sarnafil	Carlisle	Sarnafil	Included	Included	Included		
BOD Sarnafil S327 FB, thermoplastic membrane w/ poly reinforcement & feltback membrane	Included	Included	Included	Included	Included	Included		
Single Ply Roofing System 60 mill without fleece backing, color to be White	Included 7,000 sf	Included 6,600sf	Included	Included	Included 7,000sf	Included 7,000sf		
Fully Adhered	Included	Included	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included	Included	Included		
R-30 Rigid Isoocyanurate foam Insulation w/ black mat facers	Included	Included	Included	Included	Included	Included		
Tapered crickets w/ Insulation	Included	Included	Included	Included	Included	Included		
1/2" DensDeck Coverboard at Roof	Included	Included	Included	Included	Included	Included		
Include all attachment components & flashing materials	Included	Included	Included	Included	Included	Included		
Include misc flashing at pipes, corners coverstrips, termination bars	Included	Included	Included	Included	Included	Included		
Include all sealants	Included	Included	Included	Included	Included	Included		
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included	Included	Included		
Polyester reinforced, 0.096 inch weldable membrane w/ surface embossment per spec 2.07.A	Included	Included	Included	Included	Included	Included		
Parapet walls to be plaster	Included	Included	Included	Included	Included	Included		
Waste disposal	4,250	4,250	4,250	4,250	4,250	4,250		
Warranty to be 10-yr NDL Material & Labor warranty	Included	Included	Included	Included	Included	Included		
ARC.9	(4,800)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)		
ARC.17	(10,280)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)		
<b>TOTALS</b>	<b>118,535</b>	<b>148,329</b>	<b>140,107</b>	<b>194,098</b>	<b>206,140</b>	<b>123,569</b>		
<b>Recommendation:</b>	<b>Amount</b>							



Bid Evaluation Report

<b>Roofing</b>		<b>Marshall Classroom Building</b>			Job Number	1641
		<b>Subcontractors</b>			Bid Date	6/7/2017
					Date Printed	7/27/2017
<b>Description</b>	<b>Best Contracting</b>	<b>Chapman Coast</b>	<b>Commercial Roofing</b>	<b>Craig Roofing</b>	<b>Letner Roofing</b>	<b>WSP Roofing</b>
<b>Best Contracting</b>	<b>118,535</b>					



Bid Evaluation Report

**Doors, Frames & Hardware**

**Marshall Classroom Building**

**Subcontractors**

Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Estrada Hardware	
Base Bid	99,420	113,689	132,696	102,265	115,060	
Spec #: 08 1113 - Hollow Metal Doors and Frames	Included	Included	Included	Included	Included	
Spec #: 08 1416 - Flush Wood Doors	Included	Included	Included	Included	Included	
Spec #: 08 3116 - Access Panels & Frames	Included	Included	Included	Included	Included	
Spec #: 08 3613 - Sectional Doors	Included	Included	Included	Included	Included	
Spec #: 08 7100 - Door Hardware	Included	Included	Included	Included	Included	
Bond Rate (if required)	Bond @1.5%	Bond @1.5%	Bond @2.5%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	60 Days	30 days	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
<b>Hollow Metal Doors and Frames</b>	Included	Included	Included	Included	Included	
MFR per Specs	Included	Included	Included	Included	Included	
Frame Details - A-520	Included	Included	Included	Included	Included	
New Classroom Building - 1st & 2nd fl	Included	Included	Included	Included	Included	
HM Frames ( )	Included	Included	Included	Included	Included	
Type A	Included	Included	Included	Included	Included	
Type B	Included	Included	Included	Included	Included	
Type C	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	
Type D, Marker Board Sliding Door Schedule	Included	Included	Included	Included	Included	
Type E - w/ Louver	Included	Included	Included	Included	Included	
HM Doors (30)	Included	Included	Included	Included	Included	
Wood Doors (3)	Included	Included	Included	Included	Included	
Install HM Doors	Included	Included	Included	Included	Included	
Install HM Frames	Included	8,500	8,500	8,500	6,350	
Install Wood Doors	Included	Included	Included	Included	Included	
Glass for Vision Lites & Windows	3,375	3,750	3,750	3,750	3,375	
<b>Door Hardware</b>	Included	Included	Included	Included	Included	
Hardware per Schedule in Specs	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320	
Door Thresholds	Included	Included	Included	Included	Included	
<b>Misc. Door Hardware - Site Gates</b>	Included	Included	Included	Included	Included	
Storefront Doors - None Shown	Included	Included	Included	Included	Included	
Panic Hardware at Gates - per Accessibility Site Plan - G-004	Included	Included	Included	Included	Included	
Hardware at existing Gates per Gate Schedule, G-004	Included	Included	Included	Included	Included	



Bid Evaluation Report

Doors, Frames & Hardware

Marshall Classroom Building

Subcontractors

Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Job Number		
					1641		
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Door G, 520A & 520B - Exit only panic hdwr on push side, key lock on pull side	3,475	5,250	5,250	5,250	3,475		
Doors 5-1, 5-2, 5-6, 514A: Exit only panic hdwr on push side, key lock side	4,690	4,690	4,690	4,690	4,690		
ARC:26	(3,170)	(3,000)	(3,000)	(3,000)	(3,000)		
<b>TOTALS</b>	<b>110,110</b>	<b>135,199</b>	<b>154,206</b>	<b>123,775</b>	<b>132,270</b>		<b>0</b>
<b>Recommendation:</b>		<b>Amount</b>					
<b>Construction Hardware</b>		<b>110,110</b>					



Bid Evaluation Report

Glass & Glazing

Marshall Classroom Building

Subcontractors

Santa Barbara Glass

Center Glass

Coast to Coast

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Base Bid	79,908	86,300					
Spec #: 08 5113 - Aluminum Windows	Included	Included					
Spec #: 08 7100 - Door Hardware	N/A	N/A					
Spec #: 08 8000 - Glazing	Included	Included					
Bond Rate (if required)							
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included					
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included					
Bid Good for 60 Days	Included	30 days					
Prevailing Wage	Included	Included					
Prequalified per Oxnard School District Standards	N/A	N/A					
<b>Aluminum Windows</b>	Included	Included					
Double and Single Hung Windows	Included	Included					
Acceptable Manufacturers for Aluminum Windows	Included	Included					
Efco Series 684 & 694	Included	Series 2700					
Traco TR-9000	Included	Excluded					
Graham Series 3000/3100	Included	Excluded					
Peerless Model 4340 & 4140	Included	Excluded					
New Classroom Bldg - A-111, A-112	Included	Included					
Type A - 5' x 2'-1"	Included	Included					
Type B - 3' x 6'	Included	Included					
Type C - 5' x 6'	Included	Included					
Type D - 5' x 6'	Included	Included					
Type E - 3' x 8'	Included	Included					
Type F - 5' x 8'	Included	Included					
Type G - 5' x 6'	Included	Included					
Type H - 5' x 6'	Included	Included					
Type I - 3' x 6'	Included	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	3,775	3,775					
<b>Glazing</b>	Included	Included					
Glass for Vision Lites & Windows	3,750	Included					
Include SG - Safety Glazing as Indicated on Window Schedule A-610, per spec 08800	Included	Included					
Include OB - Obscured Glazing as Indicated on Window Schedule A-610, per spec 08800	Included	Included					
<b>Other</b>							
Field Testing for Water Penetration AAMA E1105, assume 6 ea	4,500	4,500					
Mock-Up	1,250	1,250					
ARC.1	24,998	25,000					
ARC.22	(4,094)	(4,000)					
<b>TOTALS</b>	<b>114,087</b>	<b>116,825</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



Bid Evaluation Report

<b>Glass &amp; Glazing</b>		<b>Marshall Classroom Building</b>			Job Number	1641
		<b>Subcontractors</b>			Bid Date	6/7/2017
Description		Santa Barbara Glass	Center Glass	Coast to Coast	Date Printed	7/27/2017
		Amount				
Recommendation:		Amount				
Santa Barbara Glass		114,087				



Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Perlite Plastering	Pacific Interiors
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall		
Base Bid	See Below	See Below	See Below	Drywall Only	Plaster Only	Dywall Only
Spec #: 07 8400 - Fire Stop and Smoke Seals	Included	Included	Included	N/A	N/A	N/A
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	N/A	N/A	N/A
Spec #: 09 2200 - Cement Plastering	Included	Included	Included	N/A	Included	N/A
Spec #: 09 2900 - Gypsum Board	Included	Included	Included	Included	N/A	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	N/A	N/A	N/A
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Dyas	30 Dyas	90 Dyas	30 Dyas	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
<b>Plaster</b>	436,210	428,681	289,224	334,700	334,700	334,700
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	Included		Included	
Keystone 09.11-Portland Cement Plaster and Metal Lath, per wall types	Included	Included	Included		Included	
Texture - Dash Bond Coat 09 2200,3,06,G	Included	Included	Included		Included	
Exterior Plaster Ceilings and Soffits per typ det 11/A-501	Included	Included	Included		Included	
Exterior Plaster at parapets 2/A-500	Included	Included	Included		Included	
Interior Plaster per specs, Include if any shown on drawings	Included	Included	Included		Included	
Foam Trim Pieces at Windows if shown to be foam	Included	Included	Included		Included	
Water resistant backing behind metal lath - 09 2200,2,01,E	Included	Included	Included		Included	
Paper Grade D, 60--min rating on wood studs without sheathing, and on plywood sheathing	Included	Included	Included		Included	
Paper Grade B, 16--hour rating on gypsum sheathing	Included	Included	Included		Included	
MFR - Fortifiber, Super Jumbo Tex,USG, Inryco or Western Metal Lath	Included	Included	Included		Included	
2-Layers Grade D Kraft Paper	Included	Included	Included		Included	
3-Coat System	Included	Included	Included		Included	
Glass Fiber Reinforcement	Included	Included	Included		Included	
Lath & Paper	Included	Included	Included		Included	
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included		Included	
Stronghold earthquake staples for metal lath at plaster ceilings & soffits 11/A-501, 16/A-502	Included	Included	Included		Included	
Expansion/Control Joints 9/A-510	Included	Included	Included		Included	
Plaster Trim	Included	Included	Included		Included	



Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Subcontractors

Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Job Number	1641
					Date Printed	6/7/2017
					Date Printed	7/27/2017
					Perlite Plastering	Pacific Interiors
Vent & Weep Screeds - 15/A-560	Included	Included	Included		Included	
Corner Bead - 13/A-510	Included	Included	Included		Included	
Ceiling expansion joints - 15/A-510	Included	Included	Included		Included	
Plaster Stops - 5/A-501	Included	Included	Included		Included	
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	70,000	62,686	70,000	70,000	70,000	70,000
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	Included		Included	
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	Included		Included	
Provide vertical Control Joint at each side of the double windows, full ht. south, west and east elevation. Provide horizontal CJ at the bottom of the upper window (aff. +17'-6") to line-up with window sill. Reference details 5 & 9/A-510 (RFI #14)	Included	Included	Included		Included	
All roof parapet walls (interior) and mechanical wall walls to have plaster finish, typical. Ref. detail 2/A-500. (RFI #15)	Included	Included	Included		Included	
Safety walk and progressive cleanup	11,600	11,600	11,600		11,600	
Patching, Taping, Floating as Required	Included	Included	Included		Included	
All Required Caulking and Sealants at Penetrations	Included	Included	Included		Included	
Scaffolding for Own Work	90 Days	107,323	Included		Included	
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
<b>Drywall</b>						
Drywall per Wall Types Sheet - A-620	203,565	233,312	196,876	278,790	233,555	233,555
This wall job is drywall over wood, no metal studs	Included	Included	Included	Included	Included	Included
Wall type A - 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type B - double stud walls 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type C - shear wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type D - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type E1 - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type F - 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type G - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included	Included	Included
Wall type H - 2 layers ea side	Included	Included	Included	Included	Included	Included
Wall type I - 2 layers ea side (over plywood ea side by others)	Included	Included	Included	Included	Included	Included
Wall type K - acoustic wall double wood wall, 1 layer ea side, not on int side of double wall	Included	Included	Included	Included	Included	Included
Wall type N - int furred wall, 1 layer on one side	Included	Included	Included	Included	Included	Included



Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Perlite Plastering	Pacific Interiors
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall		
Wall type O - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Drywall Ceilings per Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included		Included
See sections on sheets A-321-322 for ceiling info	Included	Included	Included	Included		Included
This ceiling job is drywall over wood, there a few areas there is metal framed ceilings?	Included	Included	Included	Included		Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included		Included
Impact resistant gypsum board below 10'-0" per Note 2 on Finish Legend A-612	5,000	5,000	Included	5,000		5,000
5/8" Drywall Horizontal & Vertical surfaces	Included	Included	Included	Included		Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included		Included
Level 1-5 Finish at Locations per Specifications Based on Paint or Wall Finish spec 09 2900.3.04.A	Level 4&2	Level 4	Level 4	Included		Included
Metal trims, joint treatments & finishing of walls ready for paint	Included	Included	Included	Included		Included
Texture & skim coats where indicated	Included	Included	Included	Included		Included
Clean-up	Included	Included	Included	Included		Included
Fire Resistant Sealants at Head and Base of Walls	Included	Included	Included	Included		Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included		Included
Installation of HM Door Frames Supplied by Others	w/ DFH	w/ DFH	w/ DFH	w/ DFH		w/ DFH
Supply and Install of Access Panels 12x12	3,000	3,000	3,000	3,000		3,000
Installation of FEC Supplied by Others	1,350	1,350	1,350	1,350		1,350
Install drywall at elevator door frames after they are installed (by others)	1,500	1,500	1,500	1,500		1,500
Install ceiling at elevator room, not shown	1,000	1,000	1,000	1,000		1,000
Drywall Pickup	Included	Included	Included	Included		Included
Hoisting for Own Work	Included	Included	Included	Included		Included
Scraping and Disposal	6,375	6,375	6,375	6,375		6,375
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,800		10,800
<b>Fire Stops and Smoke Seals</b>						
Mineral fiber insulation fire safing, damming material, clips and closures	7,551	7,551	7,551	7,551		7,551
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included		Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included		Included
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included		Included
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included		Included
ARC.1	9,250	9,250	9,025	9,250		9,250
ARC.17	(10,000)	(10,000)	(10,300)	(10,000)		(10,000)



Bid Evaluation Report

**Plaster & Drywall**

**Marshall Classroom Building**

Description	Subcontractors				Job Number	1641
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Bid Date	6/7/2017
					Date Printed	7/27/2017
ARC:20	(70,000)	(62,682)	(70,000)	(70,000)	Perlite Plastering	Pacific Interiors
ARC:20	5,000	5,000	4,945	5,000		
<b>TOTALS</b>	<b>697,601</b>	<b>827,146</b>	<b>538,346</b>	<b>659,716</b>	<b>621,081</b>	<b>653,005</b>
<b>Recommendation:</b>		<b>Amount</b>				
<b>Church and Larsen</b>		<b>538,346</b>				

Bid Evaluation Report



**Title**

**Marshall Classroom Building**

**Subcontractors**

Job Number **1641**  
 Bid Date **6/7/2017**  
 Date Printed **7/27/2017**

Description	Subcontractors					
	Stonerock Tile	J. Colavin & Son	Silverado Tile			
Base Bid	99,325	110,210	91,500			
Spec #: 09 3013 - Ceramic Tiling	Included	Included	Included		0	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	90 Days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
<b>Title</b>	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included			
F3-Non-slip Ceramic Tile	Included	Included	Included			
B2-Coved Ceramic Tile Base	Included	Included	Included			
W1-Ceramic Tile Walls	Included	Included	Included			
MFR - Dal-Tile	Included	Included	Included			
DalTile Keystone 1"x1" Mosaic - Floors	Included	Included	Included			
DalTile Semi Gloss 6"x6" - Walls	Included	Included	Included			
Marble Thresholds	1,500	1,500	1,500			
Setting beds - Mortar and thinset	Included	Included	Included			
GROUT - Standard, Polymer modified, or Epoxy Grout - not spelled out in spec	Std grout	Std grout	Std grout			
Add for epoxy grout	Not provided	Not provided	Add: \$7,650			
Grout Sealer	4,085	Included	Included			
Waterproofing Membrane at depression - 283/A-510	Included	Included	Included			
Waterproofing type, 6 are listed in specs, 093013.9.2.1 2.6, which one do you have in your bid?	RedGuard	Included	RedGuard			
Wall Tile on 5/8" Cementitious Backer Board (by others) - 283/A-510	By Others	By Others	By Others			
Install per CTI Method W244, thinset method	Included	Included	Included			
Floor Tile on depressed concrete slab (by others) - 283/A-510	By Others	By Others	By Others			
Install per CTI Method F114, mudset/mortaset method	Included	Included	Included			
Locations:	Included	Included	Included			
Boys Toilet rm 110, 210	Included	Included	Included			
Boys Changing rm 111	Included	Included	Included			
Girls Toilet rms 113, 212	Included	Included	Included			
Girls Changing rm 114	Included	Included	Included			
Staff Toilet rms 112, 211	Included	Included	Included			

Bid Evaluation Report



**Title**

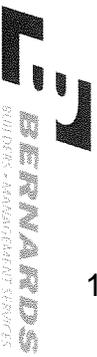
**Marshall Classroom Building**

Job Number **1641**

Bid Date **6/7/2017**

Date Printed **7/27/2017**

Description	Subcontractors			Job Number	Bid Date	Date Printed
	Stonerock Tile	J. Colavin & Son	Silverado Tile			
Interior Elevations A-224	Included	Included	Included			
8' Ht Tile Mainscot (RFI # 24)	Included	Included	Included			
Safety walk and progressive cleanup	2,320	2,320	2,320			
Include Tile Behind Lockers, Provide Alternate Deduct to Remove	Included	Included	Included			
ARC:7	(21,500)	(21,500)	(21,670)			
ARC:16	(6,000)	(6,000)	(6,240)			
ARC:18	(16,000)	(16,000)	(16,290)			
<b>TOTALS</b>	<b>63,730</b>	<b>70,530</b>	<b>51,120</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Silverado Tile</b>	<b>51,120</b>					



Bid Evaluation Report

Acoustical Ceilings

Marshall Classroom Building

Subcontractors

Description	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney	Job Number	1641
					Date Printed	6/7/2017
					Prime Acoustics	Hamilton Ceiling Systems
Base Bid	41,500	53,030	42,490	35,775	36,000	43,700
Spec #: 09 5123 - Acoustical Tile Ceilings	Included	Included	Included	Included	Included	Included
Spec #: 09 8434 - Acoustical Wall Panels (from RFI #7)					Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
<b>Acoustical Panel Ceilings</b>						
Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included	Included	Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included	Included	Included
MFR - Armstrong, CertainTeed or USG	USG	Included	Included	USG	CertainTeed	CertainTeed
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	DXL 26	Included	Included	Included	Included	Included
ACT Details per A-540	Included	Included	Included	Included	Included	Included
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included	Included	Included	Included	Included
Include Compression struts per 2/A-540	Included	Included	Included	Included	Included	Included
Read and abide by all Notes on sheet	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320	2,320
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600	600	600	Included	Included
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included	Included	Included	Included	Included
<b>Acoustical Wall Panels</b>						
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	34,660	34,660	34,660	34,660	24,400	34,660
AWP Type 1, Keynote 10.54					Included	
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight					Included	
<b>Tackable Wall Panels</b>					10,000	
Finish Schedule A-612:					Included	

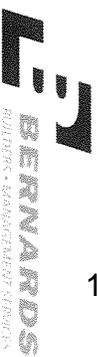


Bid Evaluation Report

Acoustical Ceilings

Marshall Classroom Building

Description	Alert Insulation	Subcontractors			Prime Acoustics	Hamilton Ceiling Systems
		Standard Drywall	Commercial Interiors	CG Chaney		
W5-Tackboard panel over gypsum board, Keynote 10.50					Included	
Color (not listed) provide per MFR standard color palette					Included	
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Corning, Johns Manville, Knauf or equal					Included	
Thickness of panels per Sound absorption coefficient requirement per tabulated values 09 8434,1.03,D					Included	
Provide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.					Included	
Include all mounting hardware, concealed types, individually removable					Included	
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410					Included	
Interior elevations at classrooms A-220					Included	
Tackboard Floor to Ceiling see 3/A-530					Included	
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter					Included	
Installed directly over drywall walls					Included (24,400)	
ARC:5						
<b>TOTALS</b>	<b>79,080</b>	<b>90,610</b>	<b>80,070</b>	<b>73,355</b>	<b>48,320</b>	<b>80,680</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Prime Acoustics</b>	<b>48,320</b>					



Bid Evaluation Report

**Acoustical Ceilings**

**Marshall Classroom Building**

**Subcontractors**

Description	Ceiling Experts	Call-USA	Nelson Adams Naco		Tech-Wall	Job Number	1641
			Date Printed	7/27/2017			
Base Bid	65,000	39,982	AWP Only	AWP Only			
Spec #: 09 5123 - Acoustical Tile Ceilings	N/A	Included	N/A	N/A			
	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	Included	30 Days	Included	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
<b>Acoustical Panel Ceilings</b>							
Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included			
	Included	Included	Included	Included			
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included					
MFR - Armstrong, CertainTeed or USG	Armstrong	CertainTeed					
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included					
	Included	Included					
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included					
	Included	Included					
ACT Details per A-540	Included	Included					
	Included	Included					
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included					
	Included	Included					
Include Compression struts per 2/A-540	Included	Included					
	Included	Included					
Read and abide by all Notes on sheet							
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600					
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included					
0							
<b>Acoustical Wall Panels</b>							
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	85,000	56,448	16,736	25,084			
	Included	Included	Included	Included			
AWP Type 1, Keynote 10.54	Included	Included	Included	Included			
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+ /ly weight	Included	Included	9,000	Included			
	Included	Included					
Tackable Wall Panels	10,000	10,000	10,000	9,576			
	Included	Included	Included	Included			
Finish Schedule A-612:							



Bid Evaluation Report

Acoustical Ceilings

Marshall Classroom Building

Subcontractors

Description	Ceiling Experts	Call-USA	Subcontractors		Tech-Wall	Job Number	1641	
			Nelson Adams Naco			Bid Date	6/7/2017	
						Date Printed	7/27/2017	
W5-Tackboard panel over gypsum board, Keynote 10.50	Included	Included	Included	Included	Included			
Color (not listed) provide per MFR standard color palette	Included	Included	Included	Included	Included			
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Corning, Johns Manville, Knaf or equal	Included	Included	Included	Included	Included			
Thickness of panels per Sound absorption coefficient requirement per tabulated values 09 8434,1.03,D	Included	Included	Included	Included	Included			
Provide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.	Included	Included	Included	Included	Included			
Include all mounting hardware, concealed types, individually removable	Included	Included	Included	Included	Included			
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410	Included	Included	Included	Included	Included			
Interior elevations at classrooms A-220	Included	Included	Included	Included	Included			
Tackboard Floor to Ceiling see 3/A-530	Included	Included	Included	Included	Included			
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter	Included	Included	Included	Included	Included			
Installed directly over drywall walls	Included	Included	Included	Included	Included			
ARC.5								
<b>TOTALS</b>	<b>160,600</b>	<b>107,030</b>	<b>35,736</b>	<b>34,660</b>	<b>0</b>	<b>0</b>	<b>0</b>	
			<b>AWP Only</b>	<b>AWP Only</b>				
<b>Recommendation:</b>	<b>Amount</b>							
<b>Prime Acoustics</b>	<b>48,320</b>							



Bid Evaluation Report

**Carpet & Resilient Flooring**

**Marshall Classroom Building**

**Subcontractors**

Description	Subcontractors				Job Number Bid Date	1641 6/7/2017
	Reliable Flooring	JJJ Flooring	Floor Tech America	Continental Flooring		
Base Bid	59,951	64,560	76,887	65,126		
Spec #: 09 6513 - Rubber Base	Included	Included	Included	Included		
Spec #: 09 6519 - Resilient Tile Flooring	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
<b>Flooring</b>						
Minor Floor Prep	Included	Included	Included	Included		
Testing for PH and Moisture	Included	Included	Included	Included		
Remediation if Applicable	Included	Included	Included	Included		
<b>Resilient Flooring and Rubber Base</b>						
Finish Schedule A-612, F2-Linoleum Tile, B1-4" Vinyl Resilient Base	Included	Included	Included	Included		
MFR - Forbo, Marmoleum Composition Tile (MCT) 13"x13", 2mm thk, pattern & color by Architect	Included	Included	Included	Included		
Include all adhesives & sealants	Included	Included	Included	Included		
Heat-welding of seams with color-matched color rods	6,700	6,700	6,700	6,700		
Resilient Base - Rubber, Cove, 4", preformed inside & outside corners	Included	Included	Included	Included		
MRF - Burke/Mercer, Roppe/Pinnacle, Flexco or equal	Included	Included	Included	Included		
F2 at All Classrooms	Included	Included	Included	Included		
B1 at All Classrooms, storage, back of house rooms	Included	Included	Included	Included		
F2 MCT in Elevator Cab (not listed but include)	640	640	640	640		
Include cleaning of floors after installation per specs	Included	Included	Included	Included		
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320		
Include initial maintenance "starter kit" from manufacturer and conducted (1st time) by flooring sub spec 3.08.B	Included	Included	Included	Included		
Include protection of floors after installation per specs	Included	Included	Included	Included		
<b>TOTALS</b>	<b>69,611</b>	<b>74,220</b>	<b>86,547</b>	<b>74,786</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Reliable Flooring</b>	<b>69,611</b>					



Bid Evaluation Report

Painting

Marshall Classroom Building

Description	Subcontractors				Job Number	Date Printed	Valley Painting
	Vanguard	Borbon Inc	Triumph Painting	Prime Painting			
Base Bid	53,100	102,000	155,800	185,000	0	0	
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included			
Spec #: 09 9000 - Paints and Coatings	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	Included	Included	90 Days	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
<b>Painting and Coating</b>							
BOD - Dunn Edwards or Equal	Included	Included	Included	Included			
Colors TBD	Included	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included	Included			
F1-Sealed Concrete	w/ waterproofing	w/ waterproofing	w/ waterproofing	w/ waterproofing			
P1-Interior Semi-Gloss Paint	Included	Included	Included	Included			
P2-Interior Gloss Paint	Included	Included	Included	Included			
P3-Clear Sealant	Included	Included	Included	Included			
(3) Top Coats and (1) Coat Primer	Included	Included	Included	Included			
Exterior Plaster Walls & Soffits - 4 coats	Included	Included	Included	Included			
Interior Walls, Soffits and Ceilings, 4 coats	Included	Included	Included	Included			
Exterior & Interior HM Door Frames, 3 coats	Included	Included	Included	Included			
Exterior & Interior HM Doors, 3 coats	Included	Included	Included	Included			
All Exposed Steel to be Primed with Zinc Coating to Receive Paint (RFI #38)	Included	Included	Included	Included			
Paint Steel Stair Pans, Columns, Stringers, Guardrails and Handrails (RFI #38)	Included	Included	Included	Included			
All Exposed Metal on Roof to be Galvanized per Spec, No Paint Finish (RFI #47)	Included	Included	Included	Included			
Etching galvanized guardrails, handrails & stairs prior to painting	Included	Included	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included			
Shop-Primed Items	Included	Included	Included	Included			
High Performance Coating at Ext. Hand and Guardrails	Not Included	Not Included	Not Included	Not Included			
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included			
HSS Steel at Ext. exposed Columns & Beams	Included	Included	Included	Included			
Cleanup of all your work	Included	Included	Included	Included			
Touch-Up Painting Allowance	5,092	5,092	5,092	5,092			



Bid Evaluation Report

**Painting**

**Marshall Classroom Building**

**Subcontractors**

Description	Subcontractors				Job Number	1641
	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Date Printed	6/7/2017
Joint Sealant Work Allowance	2,500	2,500	2,500	2,500	7/27/2017	Valley Painting
Hedge	26,800					
ARC:1	2,000	2,000	2,000	2,000		
ARC:4	10,700	11,000	11,000	11,000		
ARC:5	3,000	3,000	3,000	3,000		
ARC:17	(1,000)	(1,000)	(1,000)	(1,000)		
<b>TOTALS</b>	<b>102,192</b>	<b>124,592</b>	<b>178,392</b>	<b>207,592</b>	<b>0</b>	<b>0</b>

Recommendation:

Amount

**Vanguard**

**102,192**

Bid Evaluation Report

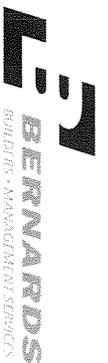


**Building Specialties**

**Marshall Classroom Building**

Div	Description	Amount	Recommended Subcontractor	Job Number	1641
				Bid Date	6/7/2017
			Date Printed	7/27/2017	
			Bids Received	1	
<b>10 44 00</b>	<b>Fire Extinguishers &amp; Specialties</b>	3,045	BL Wilcox (\$3,045 Supplier)		3
	See sheet A-111 & A-112 for locations of FEC	Included	Inland Empire (\$5,300)		
	1st fl Keynote 10.51 - Fire Extinguisher Cabinet	Included	John Pence (\$4,800)		
	Semi-Recessed, see 6&7/A-530				
	2nd fl Keynote 10.55 - Fire Extinguisher Cabinet	Included			
	Semi-Recessed, see 6&7/A-530				
	1st Fl (8 ea)	Included			
	2nd Fl (1 ea)	Included			
	Provide rated cabinet at rated wall per note on 7/A-530	Included			
	Semi Recessed FEC Max. Projection 4" (RFI #32)				
<b>10 50 50</b>	<b>Lockers</b>	46,600	Inland Empire		1
	Added Spec Section in RFI #9 - Section 10505 dated 5/23/2017	Included			
	See Accessible Locker Calculations on sheet A-411, total of 8	Included			
	MFR - DeBourgh Manufacturing Co. or equal	Included			
	Interior Elevations A-224, see Keynotes	Included			
	12.10 - 12"x12" triple stack locker, see 13/A-530	Included			
	12.13 - Accessible locker, see 13/A-530	Included			
	12.31 - 20"x48" Accessible Locker room bench (handwritten on bottom of keynotes legend)	Included			
	1-Tier Lockers per detail 13/A-530 - None shown	Included			
	2-Tier Lockers per detail 13/A-530 - None shown	Included			
	3-Tier Lockers per 13/A-530	Included			
	At Boys Changing Room - 1/A-411, total of 32, 3-tier	Included			
	Accessible at Boys Changing Room - 1/A-411, total of 1 ea	Included			
	At Girls Changing Room - 1/A-411, total of 32, 3-tier	Included			
	Accessible at Girls Changing Room - 1/A-411, total of 1 ea	Included			
	Include Locker base at stud wall installation per 15/A-530	Included			
	Coordinate blocking & backing w/ Framer	Included			
	At concrete slab use anchor bolts per detail 3/8" dia 3" embedment	Included			
	6" Upturned C/P concrete base w/ tooled radius at lockers - 14 & 15/A-530	w/ Concrete			

Bid Evaluation Report



**Building Specialties**

**Marshall Classroom Building**

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Div	Description	Amount	Recommended Subcontractor	Bids Received
N/A	Misc Site Furnishings	0	Bernards	
	None Noted			
N/A	Misc Equipment (TV's)	6,000	Bernards	
	TV Wall Brackets - 1/A-531	Included		
	MFR not listed, size is 2'-5"X2'	Included		
	Furnished	by District		
	Installed	Included		
	Coordinate blocking & backing w/ framing sub	Included		
	TV's in Classrooms	by District		
	60" Flat Screen by District	by District		
	Final hook-up, connection to Teachers computer	by District		
	<b>Total</b>	<b>55,645</b>		



Bid Evaluation Report

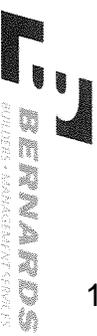
Visual Display Boards

Marshall Classroom Building

Subcontractors

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	ABC School Equipment		Nelson Adams Naco Inc.		0			
Base Bid	275,308		208,582					
Spec #: 101101	Included		Included					
Spec #:								
Furnished, Installed, FOB Jobsite, Tax Included								
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included		Included					
Acknowledgment of RFT's 1-75 dated 6.5.17	Included		Included					
Bid Good for 60 Days	60 Days		Included					
Prevailing Wage	Included		Included					
Pregualified per Oxnard School District Standards	N/A		N/A					
Attachment C Acknowledgement	N/A		N/A					
<b>Visual Display Boards</b>								
Finish Schedule A-612:	Included		Included					
W4 - Marker Board Panel over gypsum board	Included		Included					
Interior Elevations sheets A-220 to A-223	Included		Included					
Keynote 10.52-Markerboard Surface from floor to ceiling, Standard panel size 5'x10'	Included		Included					
Keynote 12.26 - 3'-2"x10' Sliding Marker Board, see 10/A-530	Included		Included					
Keynote 12.27 - (2) 2'-8"x10' Sliding Marker Boards, see 10/A-530	Included		Included					
MFR - MooreCo, Claridge or Polyvision or Equal	Platinum Visual		Nelson Adams Naco					
There is a Marker Board Sliding Door Schedule listing all the rooms to receive them on A-610	Included		Included					
Horizontal Sliding Unit Wall System Assembly per 10/A-530	Included		Included					
Furnished AND Installed	Included		Included					
First Floor Classrooms - total of 19 each	Included		Included					
Second Floor Classrooms - total of 23 each	Included		Included					
ARC.4	(60,500)		(60,223)					
<b>TOTALS</b>	<b>214,808</b>		<b>148,359</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>							
<b>Nelson Adams Naco Inc.</b>	<b>148,359</b>							



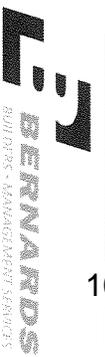
Bid Evaluation Report

Signage

Marshall Classroom Building

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors				Braille Signs, INC	Job Number	Bid Date
	AGS	John Pence Bldg Spec.	CA Signs				
Base Bid	6,150	10,130	11,471	15,302			
Spec #: 10 1400 - Signage	Included	Included	Included	Included		0	0
Spec #:							
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	Included	Included	Included	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
<b>Signage</b>	Included	Included	Included	Included			
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included			
Signage & Fire Extinguisher Plans - G-006	Included	Included	Included	Included			
Signage Details sheet - A-550	Included	Included	Included	Included			
Room Signs - 1/A-550	Included	Included	Included	Included			
Toilet room door signage - 3/A-550	Included	Included	Included	Included			
Fire Riser door signage - 5/A-550	200	Included	Included	Included			
Exit Signs - 6,7,8/A-550	Included	Included	Included	Included			
Typical Classroom I.S.A signage - 9/A-550	Included	Included	Included	Included			
Restroom Signs - Girls, Boys, Unisex, Staff - Wall & Door signage 3,11,13,14/A-550	Included	Included	Included	Included			
Fire Alarm Panel Control - 12/A550	Included	Included	Included	Included			
Electrical & Not an exit signage 15/A-550	Included	Included	Included	Included			
Maximum occupancy signage - 16/A550	Included	Included	Included	Included			
Stenciling on Rated Walls Signage - 19/A-550	w/ Drywall	w/ Drywall	w/ Drywall	w/ Drywall			
Warning sign - 20/A-550	300	Included	Included	Included			
Fire Extinguisher Signage - 6/A-530, G-006 (17 ea)	2,975	Included	Included	Included			
Assistive Listening Signage	250	Included	Included	Included			
ADA Signage	Included	Included	Included	Included			
Ext. Aluminum Letters, or Painted Bldg # (No Callouts on Elevations)	750	750	750	750			
See Spec Section for several other signs as required	Included	Included	Included	Included			
Site Signage at Fire Lane shown on Site Plan A-101	w/ Striping	w/ Striping	w/ Striping	w/ Striping			
Site Signage at Re-Striped existing parking lot shown on A-102, 104, 105	w/ Striping	w/ Striping	w/ Striping	w/ Striping			
Temporary project signage	2,000	2,000	2,000	2,000			
<b>TOTALS</b>	<b>12,625</b>	<b>12,880</b>	<b>17,196</b>	<b>18,302</b>		<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>						
<b>AGS</b>	<b>12,625</b>						



Bid Evaluation Report

Toilet Compartments & Accessories

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh			
Base Bid	31,400	23,200	30,700	34,192	1641	6/7/2017	7/27/2017
Spec #: 10 2113.17 - Phenolic-Core Shower & Dressing Compartments	Included	Included	Included	Included			
Spec #: 10 2800 - Toilet Accessories	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	30 Days	Included	Included	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
<b>Toilet Compartments</b>	Included	Included	Included	Included			
Solid Phenolic MFR by Formica, Trespa, Pionite ore equal	Accutec	Included	Included	Included			
Galaxy hardware, Series 8033	Included	Included	Included	Included			
Fire Rated Class B for ASTM E84	Included	Included	Included	Included			
Overhead braced	Included	Included	Included	Included			
Accessible compartments	Included	Included	Included	Included			
Standard compartments	Included	Included	Included	Included			
Urinal Screens	Included	Included	Included	Included			
Vestibule Screens	Included	Included	Included	Included			
No colors selected, include standard color palette in your bid	Formica Sparkle	Formica or Wilsonart	Black	Standard Color			
<b>Toilet Accessories</b>	Included	Included	Included	Included			
MFR - Bobrick or approved equal	Included	Included	Included	Included			
Interior Elevations A-224, see Keynotes	Included	Included	Included	Included			
10.03 - Tactile room name & number signage 1/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage			
10.03 - Toilet room door signage 3/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage			
10.32 - Paper towel dispenser & Waste receptacle 1/A-535	Included	Included	Included	Included			
10.33 - Surface mounted soap dispenser 1/A-5353, B-211	Included	Included	Included	Included			
10.34 - Multi-roll toilet tissue dispenser, semi recessed 1/A-5353, B-3888	Included	Included	Included	Included			
10.36 - Grab bar - 1, 8 & 10/A-5353, B-6806 series, length per drawing	Included	Included	Included	Included			
10.37 - Seat cover dispenser 1/A-5353, B-221	Included	Included	Included	Included			
10.39 - Mirror 18"x30" 1/A-5353, B-292	Included	Included	Included	Included			
10.41 - Accessible side toilet stall 11/A-5353	Included	Included	Included	Included			
Janitor Closet Accessories	Included	Included	Included	Included			

Bid Evaluation Report



Toilet Compartments & Accessories

Marshall Classroom Building

Subcontractors

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	Subcontractors				Amount
	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh	
Mop & Broom Holder (4 Holders) B-223 x 36"	Included	Included	Included	Included	
Not Keynoted, but listed in Spec Section:					
Hand Dryer, World Dryer Model XRA	4,200	4,200	4,200	Included	
Sanitary Napkin Disposal, Recessed B-353 or Partition Mounted B-354	Included	4,800	Included	Included	
Sanitary Napkin Dispenser, Recessed B-3706 25	1,000	1,000	1,000	1,000	
Keys at locked dispensing units, keyed alike	Included	Included	Included	Included	
Other Potential Items:					
Backpack Hooks in Rooms	Excluded	Excluded	Excluded	Excluded	
ARC.14	(4,200)	(4,200)	(4,200)	(4,200)	
<b>TOTALS</b>	<b>32,400</b>	<b>29,000</b>	<b>31,700</b>	<b>30,992</b>	<b>0</b>
<b>Recommendation:</b>					
<b>YTI Enterprises</b>	<b>Amount 29,000</b>				



Bid Evaluation Report

Window Coverings

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Date Printed
	A1 Quality Blinds	Digital Decora	Contract Décor	Diversified Window		
Base Bid	10,000	15,440	16,340	21,248	27,860	6/7/2017
Spec #: 12 2413 - Roller Window Shades						7/27/2017
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 Days	Included	90 Days	90 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
<b>Window Coverings</b>	Included	Included	Included	Included	Included	
MFR - Levelor, HD, Spring	Included	Included	Included	Included	Included	
New Classroom Building	Included	Included	Included	Included	Included	
All Windows Interior and Exterior	Included	Included	Included	Included	Included	
Motor Operated (Where Shown)	Excluded	Excluded	Excluded	Excluded	Excluded	
MFR - ElectroShade by Mechoshade Systems or approved equal	Excluded	Excluded	Excluded	Excluded	Excluded	
Manual Operated at all windows	Included	Included	Included	Included	Included	
MFR - Mechno/5 by Mechoshade Systems or approved equal	Hunter Douglass	Lutron Contract	FlexShades	Included	Included	
Provide a complete operated system including fabric, mounting spline, end caps, fascia, filters, side channels, center channels, anchors and fasteners	Included	Included	Included	Included	Included	
Fabric "AV Blackout shade my Mechoshade or equal	Included	Included	Included	Included	Included	
<b>TOTALS</b>	<b>10,000</b>	<b>15,440</b>	<b>16,340</b>	<b>21,248</b>	<b>27,860</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>A1 Quality Blinds</b>	<b>10,000</b>					
<b>Alternates</b>						
RFI #25						
Alt #1: Manual Roller Shades at Larger Sectional Doors at Classrooms	9,000	12,628	20,820	Excluded	20,820	
Alt #2: ADD for Motorized Roller Shades at Larger Sectional Doors at Classrooms	13,500	37,552	41,930	Excluded	41,930	



Bid Evaluation Report

Final Cleaning

Marshall Classroom Building

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	Subcontractors			Job Number	Bid Date	Date Printed
	AAA Express Janitorial	All-Pro Bid Maintenance	Commercial Const Cleaning			
Base Bid	2,700	28,760	22,550			
Spec #: N/A	N/A	N/A	N/A			
Furnished, Installed, FOB jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	Included	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	Included	N/A	N/A			
Attachment C Acknowledgement	Included	N/A	N/A			
<b>Final Construction Cleaning</b>						
Provide all safety equipment, hard hats, gloves, eye protection & vest	Included	Included	Included			
Include all cleaning tools, ladders, mops, brooms, towels, etc.	Included	Included	Included			
Clean elevator, inside & out	500	Included	Included			
Clean interior windows & mullions	Included	Included	Included			
Clean exterior windows	3,500	Included	Included			
Clean all cabinets, counter & millwork	Included	Included	Included			
Clean inside cabinets & drawers, shelves, bookcases	1,500	Included	Included			
Clean all door frames, hardware & kick-plates	Included	Included	Included			
Wipe clean baseboards	Included	Included	Included			
Wipe clean lights & T-bar ceiling (as required)	Included	Included	Included			
Vacuum all carpeted areas	Included	Included	Included			
Clean all air return grills	Included	Included	Included			
Clean all items attached to walls-FEC, MEP devices, signage marker bds, etc.	1,500	Included	Included			
Wipe, clean mech & elec rms equip, ductwork, conduit & piping	1,500	Included	Included			
Clean Boy's & Girl's restrooms & locker rooms	Included	Included	Included			
Clean plumbing fixtures, toilet part, sinks, mirrors, tops, toilets, lockers, etc.	2,500	Included	Included			
Clean tile floors & walls	2,500	Included	Included			
Sweep & mop all floors	Included	Included	Included			
Wax, 3-coat, all VCT floors	2,500	Included	Included			
Sweep & mop all exterior walkways, corridors, stairways & gurradrails	2,500	Included	Included			
Sweep & power wash ext bldg walks, sidewalk & hardscape	3,500	Included	3,500			

Bid Evaluation Report



**Final Cleaning**

**Marshall Classroom Building**

**Subcontractors**

Description	AAA Express Janitorial	All-Pro Bldg Maintenance	Commercial Const. Cleaning	Job Number	
				1641	
				Bid Date	6/7/2017
				Date Printed	7/27/2017
Prevailing Wage rates requirements	5,000	Included	Included		
T&M rate per employee			\$79.80/hr		
<b>TOTALS</b>	<b>29,700</b>	<b>28,760</b>	<b>26,050</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>		<b>Amount</b>			
<b>Commercial Const Cleaning</b>		<b>26,050</b>			

Bid Evaluation Report



**Elevators**

**Marshall Classroom Building**

**Subcontractors**

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Kone, Inc.	Republic Elevator					
Base Bid	195,850	ALT: \$89,860					
Spec #: 14 2123 - Machine-Room-Less Electric Traction Passenger Elevators	Included	No Use Hydro					
Bond Rate	Bond at	Bond at					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included					
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included					
Bid Good for 60 Days	30 Days	60 days					
Prevailing Wage	Included	Included					
Prequalified per Oxnard School District Standards	N/A	N/A					
Attachment C Acknowledgement	N/A	N/A					
<b>Elevators</b>							
Deferred Approval - Elevator Guide Rails, G-001	Included	Included					
MFR, BOD - Kone EcoSpace Gearless Traction Elevator	Included	Twin Jack, Holeless					
Hoist Beam, Guide Rails per specs	w/ Steel	w/ Steel					
Pit ladder 13/A-561, notes states by Elev Mfr	w/ Steel	w/ Steel					
Continuous plate PL 3/16"x3" cont across hoistway 5&7/A-561	w/ Steel	w/ Steel					
Bldg I - New Classroom Building	Included	Included					
Elevator No. 1: 3500#, 150ft/min, 2 Stops, 2 Openings per Specs	Included	Included					
Includes all info for Elevator Details shown on sheet A-561	Included	Included					
Cab Interior Finishes - brushed SS at walls, front & doors w/ alum tube rail, ceiling translucent panels, alum threshold, floor (by others)	Included	Included					
Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see det 4/A-541 (no sheet A-541 provided)	Exclude/Qualify	Exclude/Qualify					
Make Connection Between Fire Alarm Relay and Elevator Controller	Included	Included					
Elevator Hostway Scaffolding	Included	Included					
Hoisting	Included	Included					
Textura invoice system	360	360					
ARC.10	(196,210)	89,860					
<b>TOTALS</b>	<b>0</b>	<b>90,220</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>						
<b>Republic Elevator</b>	<b>90,220</b>						



Bid Evaluation Report

Fire Sprinklers

Marshall Classroom Building

Subcontractors

Description	Subcontractors			Job Number	Bid Date	Date Printed
	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire			
Base Bid	276,600	123,456	126,266	1641	6/7/2017	7/27/2017
Spec #: 21 1000 - Fire Protection	Included	Included	Included			
License Designation C-16, Fire Protection Contractor	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	60 Days	30 Days	30 days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	No	Yes	Yes			
Attachment C Acknowledgement	Included	Included	Included			
<b>Furnish &amp; Install Fire Sprinkler System</b>	Included	Included	Included			
Building 1, Classroom Building per FP sheets - FP-001 to 005	Included	Included	Included			
<i>Manufacturer - Tyco</i>	Included	Included	Included			
Complete Wet Pipe Automatic Sprinkler System	Included	Included	Included			
UL Approved Black Steel Piping, SCH 40 w/ Cast or Ductile Iron Screwed Fittings - 2" and Smaller	Included	Included	Included			
UL Approved Black Steel Piping, SCH 40 w/ Rolled Grooved Ends, Grooved Fittings and Mechanical or Welded Outlets - 2.5" and Larger	Included	Included	Included			
Complies with NFPA 13, 2013 ED., DSA, and Local AHJ Requirements	Included	Included	Included			
POC from 6" AFF, 4x3 Flexible GRC	Included	Included	Included			
3" Fire Riser at Bldg - 1/FP-002	Included	Included	Included			
Connect 6" Underground Fire Department Connection	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
4" Double Detector Check Valve Backflow Preventer (1/FP-02)	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Standard Upright, Pendant, Sidewall Sprinklers	Included	Included	Included			
Concealed Heads in Finished Ceilings w/ Cover Plate	Included	Included	Included			
Flush Sidewall Head in Soffits	Included	Included	Included			
Brass or White Finish	Included	Included	Included			
All Underground Piping as Required	Included	Included	Included			
Piping Distribution (Risers, Mains & Branch Lines)	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Upright Sprinkler Deflectors as Shown	Included	Included	Included			
Provide Head Guards as Required	Included	Included	Included			
Head Box w/ Spare Heads and Wrenches	Included	Included	Included			
Install Ceiling Tiles w/ Sprinkler Heads in Panels Where Required (FP-03)	Included	Included	Included			



Bid Evaluation Report

**Fire Sprinklers**

**Marshall Classroom Building**

**Subcontractors**

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors			TOTALS	RECOMMENDATION
	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire		
Install sprinklers in elevator shaft and elevator equipment, not shown	2,500	2,500	2,500		
All Seismic Bracing, Hangers, Embeds as Required	Included	Included	Included		
Sleeves as Required	Included	Included	Included		
Floor Blockouts, Coring, Saw Cutting as Required	Included	Included	Included		
All Gauges, Valves, Flow and Tamper Switches	Included	Included	Included		
Valve Seals, Tags, Safety Markers, and Charts	Included	Included	Included		
Electric Bell	Included	Included	Included		
Sound and Vibration Control	Included	10,000	Included		
Furnish Access Panels as Required	Included	Included	1,250		
Excavation and Backfill as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities		
Fire Caulking / Sleeves / Firestopping	Included	Included	1,250		
Permits / Plan Check / Inspections / Testing / Fees	1,000	1,000	1,000		
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included	Included		
Calculations / Engineered Plans / Shop Drawings	Included	Included	2,500		
BIM Coordination	5,000	5,000	5,000		
As-Builts and Record Documents	Included	Included	Included		
Hoisting of Own Material as Required	Included	Included	Included		
Schedule and Pay for State and Local Inspections	1,500	1,500	1,500		
<b>TOTALS</b>	<b>286,600</b>	<b>143,456</b>	<b>151,266</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>				
<b>J.G. Tate Fire Protection</b>	<b>143,456</b>				



Bid Evaluation Report

Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	
					Job Number	Date Printed
					1641	
					6/7/2017	
					7/27/2017	
Base Bid	315,100	349,530	335,765	416,610	412,000	
Spec #: 22 0500 - Basic Materials and Methods	Included	Included	Included	Included	Included	
Spec #: 22 0553 - Identification	Included	Included	Included	Included	Included	
Spec #: 22 0700 - Insulation	Included	Included	Included	Included	Included	
Spec #: 22 0800 - Equipment and Systems Tests	Included	Included	Included	Included	Included	
Spec #: 22 1100 - Domestic and Industrial Water Systems	Included	Included	Included	Included	Included	
Spec #: 22 1300 - Drainage System	Included	Included	Included	Included	Included	
Spec #: 22 4000 - Plumbing Fixtures	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	30 Days	60 Days	60 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	No	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
<b>Furnish &amp; Install All Plumbing Fixtures w/ Associated Connections</b>	Included	Included	Included	Included	Included	
Plumbing Fixtures	Included	Included	Included	Included	Included	
Water Closet, Floor-Mounted ADA (WC-1 & WC-2)	Included	Included	Included	Included	Included	
Lavatory w/ Manual Metering Faucet, Wall-Mounted ADA (L-1 & L-2)	Included	Included	Included	Included	Included	
Waterless Urinals (UR-1)	Included	Included	Included	Included	Included	
Classroom Sink w/ Manual Metering Faucet (S-1)	Included	Included	Included	Included	Included	
ADA Hilo Stainless Drinking Fountain (DF-1)	Included	Included	Included	Included	Included	
Service Sinks (SS-1)	Included	Included	Included	Included	Included	
Floor Drains (FD-1)	Included	Included	Included	Included	Included	
Hose Bibbs (HB-1)	Included	Included	Included	Included	Included	
Hose Bibbs on Landscape Drawings (RFI# 10)	2,000	2,000	2,000	2,000	2,000	
Trap Primers (TP-1)	Included	Included	Included	Included	Included	
Roof / Overflow Drains (RD-1 & OD-1)	Included	Included	Included	Included	Included	
Cleanouts	Included	Included	Included	Included	Included	
Gas Shut-Off Valves	Included	Included	Included	Included	Included	
Water Hammer Arrestors	Included	Included	Included	Included	Included	
All Fixtures Meet ADA	Included	Included	Included	Included	Included	
Commercial Grade Toilet Seats	Included	Included	Included	Included	Included	
Special Wrenches for Servicing	250	Included	Included	Included	Included	
Faucet Repair Kits	1,000	Included	Included	1,000	Included	
<b>Furnish &amp; Install All Plumbing Equipment w/ Associated Connections</b>	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Job Number	
					Suttles Plumbing	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
<i>Manufacturers per P-001</i>	Included	Included	Included	Included	Included	
Tankless Gas Water Heaters (WH-1 & WH-2)	Included	Included	Included	Included	Included	
Circulating Pump (CP-1)	Included	Included	Included	Included	Included	
Expansion Tanks (ET-1)	Included	Included	Included	Included	Included	
<b>Furnish &amp; Install All Plumbing Piping</b>	Included	Included	Included	Included	Included	
Hot and Cold Water Piping	Included	Included	Included	Included	Included	
Copper Type L Lead-Free Piping	Included	Included	Included	Included	Included	
<i>1. Price at all elevations</i> <i>Does not stop any other wire supply</i>	Included	Included	Included	Included	Included	
Waste and Vent Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Storm and Roof Drain Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Gas Piping	Included	Included	Included	Included	Included	
Schedule 40 Steel	Included	Included	Included	Included	Included	
Condensate Piping, HVAC	Included	Included	Included	Included	Included	
Copper Type M, Lead-Free	Included	Included	Included	Copper Type L	Included	
Connect Sewer, Storm Drain and Domestic Water	Included	Included	Included	Included	Included	
Service 5' Out	Included	Included	Included	Included	Included	
Piping Insulation as Required	Included	Included	Included	Included	Included	
Temporary Water for Construction Use (Meter by Others)	13,400	13,400	13,400	13,400	13,400	
Galvanize Flashings, Roof Jacks, Pipe Collars as Required	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
BIM Coordination	10,000	17,500	10,000	10,000	10,000	
Caulking and Sealants as Required	Included	Included	Included	Included	Included	
Fire Caulking, Sleeves, Fire Stopping as Required	Included	Included	Included	Included	Included	
Drilling, Boring, Cutting, Notching as Required	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
Supports, Anchors, Seismic Bracing as Required	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	4,642	4,642	4,642	4,642	4,642	
Vibration Isolation	Included	Included	Included	Included	Included	
Access Panels as Required, Furnish Only	Included	Included	Included	Included	Included	
All Related Trenching and Backfill to 90%	Included	Included	Included	Included	Included	
Flush, Chlorinate, Disinfect and Sterilize Domestic Water	Included	Included	Included	Included	Included	
Haul Off Spoils Generated by Own Work	2,470	10,000	2,925	Included	Included	
Provide and connect water line to construction trailer	3,350	3,350	3,350	3,350	3,350	
Temporary tool/storage bins	1,400	1,400	1,400	1,400	1,400	
Temporary Toilets	2,100	2,100	2,100	2,100	2,100	



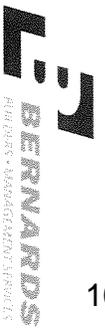
Bid Evaluation Report

**Plumbing**

**Marshall Classroom Building**

**Subcontractors**

Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Temporary Handwash facilities	2,100	2,100	2,100	2,100	2,100		
ARC:27	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)		
<b>TOTALS</b>	<b>355,312</b>	<b>403,522</b>	<b>375,182</b>	<b>454,102</b>	<b>473,850</b>		<b>0</b>
<b>Recommendation:</b>						<b>Amount</b>	
<b>City Commerical</b>						<b>355,312</b>	



Bid Evaluation Report

**HVAC**

**Marshall Classroom Building**

**Subcontractors**

Description	Climate Control	J.R. Barto	Sheldon Mechanical	WR Robbins Co.	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	610,090	544,600	435,800	440,000		
Spec #: 23 0000 - General Provisions	Included	Included	Included	Included		
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included		
Spec #: 23 0548 - Vibration Isolation and Seismic Restraints	Included	Included	Included	Included		
Spec #: 23 2500 - Water Treatment	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude		
Spec #: 23 3100 - Air Transmission and Distribution System	Included	Included	Included	Included		
Spec #: 23 8000 - Air Conditioning and Air Handling Management	Included	Included	Included	Included		
Spec #: 23 9000 - Building Management System	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	90 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	No	Yes	Yes	Yes (Chapman Air Systems, Inc.)		
Attachment C Acknowledgement	Included	Included	Included	Included		
<b>Furnish &amp; Install All HVAC Equipment</b>						
Building Equipment	Included	Included	Included	Included		
Roof-Mounted Package Units w/ Spring Isolators and Curb, AC1-AC12 - Carrier	Included	Included	Included	Included		
Roof-Mounted, Exhaust Fans - Loren Cook	Included	Included	Included	Included		
Ductless Split AC Units - Mitsubishi	Included	Included	Included	Included		
Heating Ventilator Air Units - Reznor	Included	Included	Included	Included		
Factory Curb/ Install	Included	Included	Included	Included		
<b>Furnish &amp; Install All Ductwork and Distribution</b>						
Sheet Metal Lined Round Ducts	Included	Included	Included	Included		
Sheet Metal Rectangular Ducts	Included	Included	Included	Included		
Flexible Round Ducts	Included	Included	Included	Included		
Building Distribution	Included	Included	Included	Included		
Supply, Return and Exhaust Ductwork	Included	Included	Included	Included		
Ceiling Supply/Return/Exhaust Diffusers	Included	Included	Included	Included		
Supply/Return/Exhaust Air Side Grilles	Included	Included	Included	Included		
Side Wall Mounted Transfer Grilles	Included	Included	Included	Included		
Outdoor Exhaust Grilles	Included	Included	Included	Included		
Fire/Smoke Dampers	Included	Included	Included	Included		
90° Elbows at Ceiling Diffusers	Included	Included	Included	Included		
Sound Boots as Required	Included	Included	Included	Included		
Sheet Metal Louvers	Included	Included	3,800	Included		



Bid Evaluation Report

**HVAC**

**Marshall Classroom Building**

**Subcontractors**

Job Number **1641**  
 Bid Date **6/7/2017**  
 Date Printed **7/27/2017**

Description	Climate Control				Mechanical			
	J.R. Barto	Sheldon	WR Robbins Co.		J.R. Barto	Sheldon	WR Robbins Co.	
Backdraft Dampers at Exhaust as Required	Included	Included	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/1M505	w/ Plumbing 10,050	w/ Plumbing 10,050	w/ Plumbing 10,050	w/ Plumbing 20,000				
22 ga galv hoods at roof ductwork per 4/M-510								
<b>Furnish &amp; Install HVAC Controls</b>	Included	Included	Included	Included	Included	Included	Included	
Energy Management and Building Management Control Systems (DDC)	Included	Included	Included	Included	Included	Included	Included	
<i>MFR - Aleton</i>	Included	Included	Included	Included	Included	Included	Included	
Tie-In Controls w/ Current EMS Already Serving the Existing Campus (RFI #29)	Included	Included	Included	Included	Included	Included	Included	
All Low Voltage Wiring for Own Systems	Included	Included	Included	Included	Included	Included	Included	
All Duct Supports, Seismic Restraints, and Bracing as Required	Included	Included	Included	Included	Included	Included	Included	
HVAC Mounting - M.W. Sausse & Co, Vibrex VIC-EQ w/ Spring Mounts M-521	Included	Included	Included	Included	Included	Included	Included	
All Piping and Duct Insulation as Required	Included	Included	Included	Included	Included	Included	Included	
All Mechanical Piping as Shown on Plans	Included	Included	Included	Included	Included	Included	Included	
Sound and Vibration Control	Included	Included	Included	Included	Included	Included	Included	
Access Panels as Required - Furnish Only	Included	3,500	Included	Included	Included	Included	Included	
All Required Signage and Identification Labels	Included	Included	Included	Included	Included	Included	Included	
Splay Wires for HVAC Registers and Grilles as Required	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	
Safety walk and progressive cleanup	6,218	6,218	6,218	6,218	6,218	6,218	6,218	
Construction Filters and Final Filters	Included	Included	Included	Included	Included	Included	Included	
All Sheet Metal Flashings as Required	Included	Included	Included	Included	Included	Included	Included	
Firestopping at Penetrations	Included	2,000	Included	Included	Included	Included	Included	
Testing and Balancing	Included	Included	Included	Included	Included	Included	Included	
Duct Pressure Testing	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	
Hoisting of Own Material as Required	Included	Included	Included	Included	Included	Included	Included	
BIM Coordination	6,700	6,700	6,700	6,700	6,700	6,700	6,700	
ARC.11	(56,000)	(56,000)	(56,500)	(56,000)	(56,000)	(56,000)	(56,000)	
ARC.24	(42,000)	(42,000)	(42,600)	(42,000)	(42,000)	(42,000)	(42,000)	
<b>TOTALS</b>	<b>535,057</b>	<b>475,068</b>	<b>366,968</b>	<b>374,918</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Recommendation:</b>	<b>Amount</b>							
<b>Sheldon Mechanical</b>	<b>366,968</b>							



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number		
					Siemens	1641	
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Base Bid	1,241,580	1,075,100	989,000	1,020,000		Fire Alarm Only	
<b>Division 26 - Electrical</b>	Included	Included	Included	Included			
Spec #: 26 0126 - Inspection Test and Acceptance	Included	Included	Included	Included			
Spec #: 26 0500 - Common Work Results for Electrical	Included	Included	Included	Included			
Spec #: 26 0513 - Basic Electrical Materials and Methods	Included	Included	Included	Included			
Spec #: 26 0519 - Low-Voltage Wires (600 Volt AC)	Included	Included	Included	Included			
Spec #: 26 0526 - Grounding and Bonding	Included	Included	Included	Included			
Spec #: 26 0533 - Raceways and Boxes Fitting and Supports	Included	Included	Included	Included			
Spec #: 26 0586 - Motors and Drives	Included	Included	Included	Included			
Spec #: 26 0800 - Electrical Systems & Commissioning	Included	Included	Included	Included			
Spec #: 26 0923 - Lighting Control Systems	Included	Included	Included	Included			
Spec #: 26 1000 - Service Entrance	Included	Included	Included	Included			
Spec #: 26 2200 - Low Voltage Transformers	Included	Included	Included	Included			
Spec #: 26 2413 - Switchboards 1000	Included	Included	Included	Included			
Spec #: 26 2416 - Panelboards and Signal Terminal Cabinets	Included	Included	Included	Included			
Spec #: 26 2419 - Motor Control Devices	Included	Included	Included	Included			
Spec #: 26 5000 - Lighting	Included	Included	Included	Included			
Spec #: 26 5200 - Emergency Power Systems	Included	Included	Included	Included			
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included			
<b>Division 27 - Communications</b>	Included	Included	Included	Included			
Spec #: 27 0126 - Test and Acceptance Requirements for Structured Cabling	Included	Included	Included	Included			
Spec #: 27 1013 - Structured Cabling	Included	Included	Included	Included			
Spec #: 27 4113 - Classroom Sound Enhancement System	Included	Included	Included	Included			
Spec #: 27 5116 - Public Address and Intercommunication Systems	Included	Included	Included	Included			
Spec #: 27 5313 - Clock and Program Systems	Included	Included	Included	Included			
<b>Division 28 - Electronic Safety and Security</b>	Included	Included	Included	Included			
Spec #: 28 1600 - Intrusion Detection System	Included	Included	Included	Included			
Spec #: 28 3100 - Fire Detection and Alarm System	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	30 days	60 Days	60 Days	60 Days			60 Days



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric		Reyes & Sons		Taft Electric		Venco		Siemens	
	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Prequalified Wage	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Attachment C Acknowledgement	Included		Included		Included		Included		Included	
<b>Furnish &amp; Install Building Electrical</b>										
Main Gear and Panels	Included		Included		Included		Included		Included	
1200A WP Main Switch Board, 480Y/277V, 3 Phase, 4W Panel board ("MP"/E-030)	Included		Included		Included		Included		Included	
500KVA WP Site Transformer w/ Disconnect	Included		Included		Included		Included		Included	
Distribution Boards	Included		Included		Included		Included		Included	
Panel Boards	Included		Included		Included		Included		Included	
Lighting Control Panels and Lighting Control System	Included		Included		Included		Included		Included	
Circuit Breakers	Included		Included		Included		Included		Included	
Transformers	Included		Included		Included		Included		Included	
Ground Bus / Grounding Systems	Included		Included		Included		Included		Included	
Distribution, Conduit and Wiring	Included		Included		Included		Included		Included	
Copper Bussing and Wiring w/ Rigid Conduit	Included		Included		Included		Included		Included	
Feeders (RFI# 26)	Included		Included		Included		Included		Included	
Power Distribution	Included		Included		Included		Included		Included	
Conduits & Raceways	Included		Included		Included		Included		Included	
Lighting Switches, Conduit and Wiring	Included		Included		Included		Included		Included	
Cable Trays	Included		Included		None Shown		Included		None Shown	
Terminal Cabinets & Racks	Included		Included		Included		Included		Included	
Outlet & Junction Boxes, Pull Boxes	Included		Included		Included		Included		Included	
Wiring Devices	Included		Included		Included		Included		Included	
Switches / Disconnects	Included		Included		Included		Included		Included	
Overcurrent Protection	Included		Included		Included		Included		Included	
Connections to Existing Generator	2,500		2,500		2,500		2,500		2,500	
Power to Equipment	Included		Included		Included		Included		Included	
Power to Mechanical & Plumbing Equipment	Included		Included		Included		Included		Included	
Power to Misc. Equipment / Motors / Devices	Included		Included		Included		Included		Included	
Power to Electric Overhead Coiling Doors w/ Low Voltage Wiring (RFI# 62)	Included		Included		Included		Included		Included	
Power to Building Lighting w/ Controls and Panels	Included		Included		Included		Included		Included	
Power for Irrigation Controller (RFI#65)	Included		Included		Included		Included		Included	
Conduit & Back Boxes Only:	Included		Included		Included		Included		Included	
Voice / Data / CATV Systems	Included		Included		Included		Included		Included	
Computer Network Cabling System	Included		Included		Included		Included		Included	
Autonomous PA System	Included		Included		Included		Included		Included	
Occupancy / Motion Sensor System	Included		Included		Included		Included		Included	
Energy Management Systems / HVAC Controls	Included		Included		T-Stat Conduit Only		Included		Included	



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Siemens
	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	
Other Low Voltage Systems (E-001)	Included	Included	Included	Included	
Temporary Power and Lighting	42,000	42,000	39,000	42,000	
Install, Maintain, Relocate for Construction Offices	Included	Included	Included	Included	
Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included	Included	
Temp Power for Elevator Testing and Build Out	Included	Included	Included	Included	
Temp Power Spider Boxes	Included	Included	Included	Included	
Temp Light Strings	Included	Included	Included	Included	
Conduit and Wire to Jobsite Trailers	Included	Included	Included	Included	
<b>Furnish &amp; Install Building Low Voltage Systems</b>					
Fire Alarm System	See Below	See Below	See Below	See Below	See Below
Complete Addressable Fire Alarm System (E-204 & E-304)	71,131	71,131	Included	71,131	71,131
Manufacturer - Siemens	Siemens Bid	Siemens Bid	Included	Siemens Bid	Included
Per City Fire Dept. Standards	Included	Included	Included	Included	Included
FACP, Annunciator, Devices, Equipment & Conductors	Included	Included	Included	Included	Included
Fire Alarm Equipment Schedule E-020	Included	Included	Included	Included	Included
Fire Alarm Details - E020-022	Included	Included	Included	Included	Included
Elevator System	Connection Only	Connection Only	Connection Only	Connection Only	Connection Only
Horns, Strobes, Pull Stations, Detectors	Included	Included	Included	Included	Included
Smoke Duct Detectors - Furnish Only	Included	Included	Included	Included	Included
Interlock to HVAC Unit Shut-Down, as shown	Included	Included	Included	Included	Included
Complete Plans / Specifications / Calculations	Included	Included	Included	Included	Included
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included	Included
Permits / Licenses / Fees	Included	Included	Included	Included	Included
Security, Intrusion and Access Control System	24,950	Included	Included	27,500	
MFR - Per Specs	Included	Included	Included	Included	
Computer, Monitors, and Recording Devices	By Owner	By Owner	By Owner	By Owner	
Complete	Included	Included	Included	Included	
Infrared Motion Detectors	Included	Included	Included	Included	
Interconnection with Door and Gate Hardware as Required	Included	Included	Included	Included	
Interconnection with Overhead Doors as Required	Included	Included	Included	Included	
Interconnection with Elevators as Required	Included	Included	Included	Included	
All Weather-Rated Enclosures	Included	Included	Included	Included	
All Wiring as Required	Included	Included	Included	Included	
Complete Plans / Specifications / Calculations	Included	Included	Included	Included	
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included	
Permits / Licenses / Fees	Included	Included	Included	Included	
Telecom / Data / CATV (E-203 & E-303)	Included	Included	Included	Included	
Telecom / CATV Back-Bone Cabling	Included	Included	Included	Included	

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017



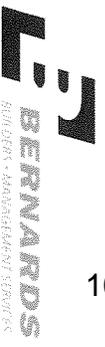
Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Siemens	
Multi-Mode & Single-Mode Fiber Optic Cable	Included	Included	Included	Included		
CAT 5E Cabling	Included	Included	Included	Included		
Voice Cabling	Included	Included	Included	Included		
Faceplates, Data and Phone Jacks	Included	Included	Included	Included		
Signal Terminal Cabinets	Included	Included	Included	Included		
All Connectors, Hangers, Labels as Required	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Install and Connect Owner Furnished Rack Mounted Uninterruptible Power Supplies and Ethernet Switches in Equipment Cabinets at Locations with Active Equipment.	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Classroom Sound Enhancement System (E-203 & E-303)	Included	Included	Included	Included		
<i>Manufacturer - Per Spec (274113, 2.01)</i>	Included	Included	Included	Included		
Infrared Technology - Dome Sensors	Included	Included	Included	Included		
Single and Multiple Input/Output Amplifiers	Included	Included	Included	Included		
Loudspeakers w/ Integral Sealed Back Can	Included	Included	Included	Included		
Wall Mounted Control Panel	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Battery Chargers	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
PA and Intercommunication System (E-203 & E-303)	Included	Included	Included	Included		
<i>Manufacturer - Per Spec (275116, 2.01)</i>	Included	Included	Included	Included		
System Equipment Racks	By Owner	By Owner	By Owner	By Owner		
Central Card Cage / Shelf Assembly	By Owner	By Owner	By Owner	By Owner		
Intercom System w/ Display Telephone	Included	Included	Included	Included		
Wall Mounted Control Panel & Display Units	Included	Included	Included	Included		
Turners, CD Players, Power Amplifiers, Loudspeakers Etc.	By Owner	By Owner	By Owner	By Owner		
Terminal Blocks and Cabinets	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Master Clock System	Included	Included	Included	Included		
<i>Manufacturer - Lathem LTR8-512-M or District Approved</i>	Included	Included	Included	Included		
Power Supplies, Backboxes, Etc.	Included	Included	Included	Included		



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number	
					Siemens	1641
					Date Printed	6/7/2017
						7/27/2017
All Wall-Mounted Clocks	Included	Included	Included	Included		
Standby Battery System (7 Days)	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
<b>Furnish &amp; Install Site Electrical</b>	Included	Included	Included	Included		
Safe-Off of Electrical For Removal of Existing Equipment, Conduit and Wiring (2/E-102)	Included	Included	Included	Included		
Removal, Replacement at Existing Site Electrical (E-102)	108,458	108,458	108,458	108,458	125,208	16,750
Surveying route of new service	Included	Included	Included	Included		
Potholing & line verification of new runs	Included	Included	Included	Included		
Demo area at new transformer/switchgear in parking lot:	Included	Included	Included	Included		
Demo curbs	Included	Included	Included	Included		
Demo Landscape/AC Paving	Included	Included	Included	Included		
AC Paving demo at dropoff	Included	Included	Included	Included		
Sawcut and demo site concrete work entire run of Electrical runs	Included	Included	Included	Included		
Add 50% more site concrete demo to go to a control or expansion joint	Included	Included	Included	Included		
Sawcut and demo AC Paving work entire run of Electrical runs	Included	Included	Included	Included		
Demo at Dirt / Landscape/Shrubs/Irrigation work entire run of Electrical runs	Included	Included	Included	Included		
New work for SCE work (E-101 & E-102)	Included	Included	Included	Included		
New Pads at new SCE transformer - 8'x10' - 1/E-102	Included	Included	Included	Included		
New Pads at new 500kva Transformer - 16'x21' - 1/E-102	Included	Included	Included	Included		
New Curbs (from Demo above)	Included	Included	Included	Included		
Put-Back Balance of Landscape/AC Paving in reworked electrical area at existing parking lot	Included	Included	Included	Included		
AC Paving at trench that crossed the Dropoff drive lane	Included	Included	Included	Included		
Possible Re-Striping	Included	Included	Included	Included		
Reinstall site concrete work entire run of Electrical runs - this appears to be colored concrete	Included	Included	Included	Included		
Reinstall the Added 50% more site concrete demo to go to a control or expansion joint	Included	Included	Included	Included		
Reinstall AC Paving work entire run of Electrical runs	Included	Included	Included	Included		
Reinstall Dirt/Landscape/Shrub/Irrigation work entire run of Electrical runs	Included	Included	Included	Included		



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taff Electric	Venco	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Siemens	
Furnish / Install concrete filled steel Bollards with footings	Included	Included	Included	Included		
Dry Utilities - Power	Included	Included	Included	Included		
Secondary Conduit From New On-Site Transformer to New Wp Main Switchboard (Wire by SCE) (1/E-102)	Included	Included	Included	Included		
MP-1 - (3) 3" Conduit w/ (3) 350KCM & (1) #2/0 in Each Conduit (RFI# 26)	Included	Included	Included	Included		
MP-2 - (3) 3" Conduit w/ (4) 250KCM & (1) #2/0 in Each Conduit & (2) 4" Conduit for Future Power to New Pullbox to New Building (RFI# 26)	Included	Included	Included	Included		
Power to Existing "MSB" From New 500KVA Transformer	Included	Included	Included	Included		
MP-1A - (6) 3" Conduit w/ (4) 350KCM & (1) 250KCM in Each Conduit (RFI# 26)	Included	Included	Included	Included		
New Intercept Underground Pullbox and Connection to Existing Power for "MSB"	Included	Included	Included	Included		
(4) 350KCM & (1) 250KCM Wiring in Existing "MSB" Conduits	Included	Included	Included	Included		
Stub Out (2) Different Lines of (2) 4" Conduit for Future Power from New Pullbox (E-101)	Included	Included	Included	Included		
Utility Company Primary Switch	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Utility Company Site Transformer	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Conductors: by Utility Company	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Dry Utilities - Low Voltage	Included	Included	Included	Included		
(5) 2" Conduits for Low Voltage Systems (FA, SEC, Clock, PA, Tele and Data) From Existing Building to New Pullbox to New Building (E-101)	Included	Included	Included	Included		
(4) 2" Conduits for Future Low Voltage Stubbed From Existing Building to New Pullbox (E-101)	Included	Included	Included	Included		
Stub Out (2) Different Lines of (4) 2" Conduit for Future Low Voltage from New Pullbox (E-101)	Included	Included	Included	Included		
Underground Power Distribution for Site Lighting and Site Power	Assume Existing	Assume Existing	Assume Existing	Assume Existing		
Power to PIVs, Tamper Switches, Backflows	Included	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included	Included		
<b>Furnish &amp; Install Lighting</b>	Included	Included	Included	Included		
LED and Fluorescent Lighting as Shown	Included	Included	Included	Included		
Lighting Fixtures per Schedule on E-010	Included	Included	Included	Included		



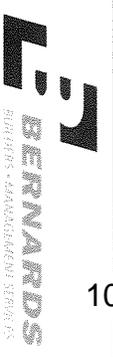
Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number		
					Siemens	1641	
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Lighting Fixtures at New Classroom Building (E-201 & E-301)	Included	Included	Included	Included			
Exit Signs	Included	Included	Included	Included			
LED Lamps	Included	Included	Included	Included			
Non-LED Lamps	Included	Included	Included	Included			
Occupancy Sensors	Included	Included	Included	Included			
Spare Parts as Required (Spec. 265000, 3.03)	Included	Included	Included	Included			
Coordination of Shipping and Installation of Fixtures	Included	Included	Included	Included			
BIM Coordination (1 per Week for 2 Months)	18,425	18,425	16,750	18,425		3,000	
Plywood Backboards	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp			
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included	Included			
Concrete base at Electrical Equipment 5/E-050	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete			
Protective Bollards 2/E-050	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals			
NEMA Enclosures, where shown	Included	Included	Included	Included			
Flashings at Penetrations	Included	Included	Included	2,000			
Caulkings / Sealants	Included	Included	Included	Included			
Sleeves / Fire Caulking / Firestopping, as required	Included	Included	Included	Included			
Sound and Vibration control	Included	Included	Included	Included			
All Block Outs, Inserts, Coring, Notching, etc.	Included	Included	Included	Included			
Backfill Trenches / Bedding	Included	Included	Included	Included			
Safety walk and progressive cleanup	7,772	7,772	7,772	7,772			
All Required Signage and Identification Labels	Included	Included	Included	Included			
Seismic Bracing to Meet Code	Included	Included	Included	Included			
Access Panels as Required - Furnish Only	Included	5,000	3,000	4,000		1,500	
Haul Off Spoils Generated by Own Work	Included	15,000	15,000	15,000			
Electrical Permits	Included	3,000	No cost	3,000			
Disconnect & reconnect existing PV panels during SCE switch-over	5,000	5,000	5,000	5,000			
Refuse signs not included on lighting fixture schedule	1,000	1,000	1,000	1,000			
ARC.25	(10,000)	(10,000)	(10,000)	(10,000)			
<b>TOTALS</b>	<b>1,512,816</b>	<b>1,344,386</b>	<b>1,177,480</b>	<b>1,317,786</b>		<b>75,631</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>						
<b>Taft Electric</b>	<b>1,177,480</b>						



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
<b>Alternates</b>							
Add Alternate (RFI#70) - Per Spec I01400 2.07B, Provide Refuse Sign not Indicated on Lighting Fixture Schedule.			\$850/ea				
Add Alternate (RFI #16) - Connect Genset w/ Power Required for Essential Equipment to run During Potential Power Outages such as Site & Parking Lot Lights, Fire Alarm Panel, Security System, and Jobsite/Trailers Related Electrical Requirements.			35,000				

Bid Evaluation Report



Demo & Earthwork

Marshall Classroom Building

Subcontractors

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.		
Base Bid	See Below	See Below	See Below	See Below		
Spec #: 31 1000 - Site Clearing	Included	Included	Included	Included		
Spec #: 31 2200 - Grading	Included	Included	Included	Included		
Spec #: 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included		
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included		
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included		
Spec #: 31 2326 - Base Course	Included	Included	Included	Included		
Soil Report: by CTE South dated 7/11/16	Included	Included	Included	Included		
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
<b>Demolition</b>						
Demolition Plan C-101, at New Building location	35,467	32,985	35,467	35,467	No Bid	
Demolition Plan C-102, at Reworked Existing Parking Lot area	Included	Included	Included	Included		
Demolition Plan C-103, at New Play Area location	Included	Included	Included	Included		
Underground Utility Location, Potholing, Capping or Disconnecting Utilities	5,000	5,000	5,000	5,000		
Removal Notes:	Included	Included	Included	Included		
1 - Remove existing asphalt pavement & base, full depth	Included	Included	Included	Included		
2 - Clear, grub & remove existing turf/planter/exposed subgrade area	Included	Included	Included	Included		
3 - Remove existing shrubs, trees and roots	Included	Included	Included	Included		
4 - Remove existing catch basin	Included	Included	Included	Included		
5 - Remove Play area, including the existing play structure (Per RFI#11)	Included	1,500	Included	Included		
6 - Sawcut existing & remove existing pavement, curb or v-gutter	Included	Included	Included	Included		
7 - Remove existing curb	Included	Included	Included	Included		
8 - Remove existing utilities (identified)	Included	Included	Included	Included		
9 - Sandblast existing striping	Included	Included	Included	Included		
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape		
11 - Remove existing concrete V-gutter	Included	Included	Included	Included		
12 - Remove sign in its entirety	Included	Included	Included	Included		
30-39 - Protect-in-Place items as noted	Included	Included	Included	Included		

Bid Evaluation Report



**Demo & Earthwork**

**Marshall Classroom Building**

**Subcontractors**

Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Demo Mobilizations	1,000	Included	Includes 2 ea	Includes 2 ea		
Add for demo of existing handball court walls & footings	Excluded	Excluded	Excluded	Excluded		
<b>Grading</b>	No Bid	94,720	108,940	96,507		
See General Civil Notes pertaining to your scope - C-001	-----	Included	Included	Included		
Water Meter and Construction Watering for Own Scope	-----	1,000	1,000	1,000		
Erosion Control for your work (none shown on drawings)	-----	2,500	2,500	2,500		
Haul route for your work	-----	Included	Included	Included		
Move-Ins as required	-----	Included	Included	Included		
July '17 Move-On	-----	Included	Included	Included		
Include per Composite Grading Plan C-300,301,302 and Grading Sections C-303-304	-----	Included	Included	Included		
Mass Excavation and Fine Grade Subgrade	-----	Included	Included	Included		
Soils Report: #5.2-Site Preparation, Geotechnical & Grading Notes: C-001	-----	Included	Included	Included		
Temp Soil Stabilization (if required)	-----	Included	Included	Included		
Over-Ex to suitable native soils (varies across site, but generally lie approx 4' below current grades) or minimum 42" below bottom of all footings, whichever depth is greatest	-----	Included	Included	Included		
See Structural detail 15/S-400A, Typical Foundation & Slab Subgrade - excavation to 42" below footing and 60" below finish grade	-----	Included	Included	Included		
Extend 5' from Perimeter Edges	-----	Included	Included	Included		
Onsite existing fill disturbed for agricultural activities and native materials are suitable for use as fill and backfill materials	-----	Included	Included	Included		
Over-Ex at Elevator Pit	-----	Included	Included	Included		
Over-Ex 24" at Site Conditions - AC Paving, Site concrete, Unit Pavers, Play Area surfacing	-----	Included	Included	Included		
Sub-Grade Compaction of 90%	-----	Included	Included	Included		
At PCC Pavers: removal, excavation and recompaction of top 24" to 95%	-----	Included	Included	Included		
New Play Area: C-103, 9/C-702	-----	Included	Included	Included		
Overexcavate & recompact area after demo, ready for perimeter concrete curb (by others)	-----	Included	Included	Included		
Include Type 2 sub-base to 95% compaction - thickness to be 4"	-----	5,000	5,000	5,000		
Geofabric over subbase, per cut sheet from RFI#12 response - provide Alternate Add	-----	Not required	Not required	Not required		
Excavation for mow strips	-----	2,500	Included	Included		

Bid Evaluation Report



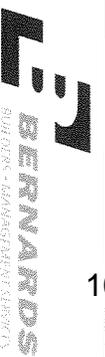
**Demo & Earthwork**

**Marshall Classroom Building**

**Subcontractors**

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	Standard Demolition	Subcontractors				
		Damar Const.	Leko Const.	Toro Ent.		
Fine Grading for Sitework	-----	Included	Included	Included		
Export Spoils Stockpiled by Others	-----	\$XX / CY	\$XX / CY	\$XX / CY		
Concrete Footing Spoils, Structural	-----	8,125	8,125	8,125		
Concrete Footing Spoils, Site	-----	1,250	1,250	1,250		
Site Utilities	-----	2,500	2,500	2,500		
Plumbing, Electrical	-----	2,500	2,500	2,500		
Dust Control during construction		16,884	16,884	16,884		
<b>TOTALS</b>	<b>0</b>	<b>176,464</b>	<b>189,166</b>	<b>176,733</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Damar Const.</b>	<b>176,464</b>					



Bid Evaluation Report

Asphalt Paving & Striping

Marshall Classroom Building

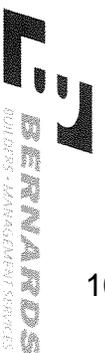
Subcontractors						Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
						Berry Engineering	B&M Contractors
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Paving			
Base Bid	0	35,440	See below	64,950	37,772	49,825	
Spec #: 31 2316 - Excavation & Fill Paving	-----	Included	Included	Included	Included	Included	Included
Spec #: 31 2326 - Base Course	-----	Included	Included	Included	Included	Included	Included
Spec #: 32 0117 - Pavement Repair	-----	Included	Included	Included	Included	Included	Included
Spec #: 32 1216 - Asphalt Paving	-----	Included	Included	Included	Included	Included	Included
Spec #: 32 1236 - Seal for Bituminous Surfacing	Included	Included	Included	Included	Included	Included	Included
Bond Rate (if required)							
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>AC Paving</b>							
See Legend on C-002:	No Bid	Included	Included	Included	Included	Included	Included
Eastside of New Building - 3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	Included	Included	Included	Included	Included
Fire Lane, 4" thk (2" Class C2 & 2" Class B) AC Surfacing over 9" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	15,538	Included	Included	Included	Included
Include the Pavement-to-pavement joint detail, 4/C-702	-----	Included	Included	Included	Included	Included	Included
Existing Parking Lot Rework, C-202	-----	Included	Included	Included	Included	Included	Included
Sawcut and removal of existing paving (C-102)	-----	Included	Included	Included	Included	Included	Included
Remove, reinstall base & recompact subgrade if unsuitable per 32.01.17, 3.02.B	-----	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	27,966	Included	Included	Included	Included
Redwood Header at Grass	-----	Included	Included	Included	Included	Included	Included
Final 2 coat Seal over new paving per specs	-----	2,850	Included	Included	Included	Included	Included
Clean, Re-Seal, Re-Stripe existing Playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded
<b>Striping &amp; Signage</b>							
Existing Parking Lot - Striping Plan C-204	9,275	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Sandblast existing striping at existing lot per Demo sheet C-102	Included	Included	Included	Included	Included	Included	Included
Installation of new work at Existing Parking Lot: Standard Parking Spaces - 4" thk white lane per Caltrans Std Plan A20B, detail 27B	Included	Included	Included	Included	Included	Included	Included
Stripe Crosshatch Areas	Included	Included	Included	Included	Included	Included	Included



**Asphalt Paving & Striping**

**Marshall Classroom Building**

Description	Subcontractors				Job Number	Bid Date	B&M Contractors
	ABC Resources	Onyx Paving	Toro Ent.	Excel Paving	Berry Engineering	Date Printed	7/27/2017
Stripe Arrows	Included	Included	-----	-----	-----	-----	-----
Fire Lane Curbs Red - none shown	Included	Included	-----	-----	-----	-----	-----
Accessible Parking Spaces - see A-104	Included	Included	-----	-----	-----	-----	-----
Concrete Wheel Stops at Accessible parking - 32 13	Included	Included	-----	-----	-----	-----	-----
13, 2.01, C.1-3 & 13/A-105	Included	Included	-----	-----	-----	-----	-----
Precast 6' length x 6" ht doveled into paving per detail	Included	Included	-----	-----	-----	-----	-----
Signage - Accessible sign w/ Posts & footing - 1, 9/A-105	Included	Included	-----	-----	-----	-----	-----
Existing Fire Lane road in front of new Building - FLS Plan G-003	Included	Included	-----	-----	-----	-----	-----
Signage - Fire Access Entrance Signage w/ Post & footing - Sheet Note #5	Included	Included	-----	-----	-----	-----	-----
Signage - New Fire Lane Sign w/ Post & footing - Sheet A-101 & 2/A105 (same as above)	Included	Included	-----	-----	-----	-----	-----
Striping - "Where curb occurs, Paint curb Red to designate Fire Lane" - G-003	Included	Included	-----	-----	-----	-----	-----
Striping - "Fire flush to adjacent surface, paint 'No Parking Fire Lane' w/ Red Lettering" - G-003	Included	Included	-----	-----	-----	-----	-----
Existing Hopscotch, Foursquare, Tetherball adjacent to site RE-Striping - Allowance	1,000	1,000	-----	-----	-----	-----	-----
Existing Main Entry into School - A-101	Included	Included	-----	-----	-----	-----	-----
Signage - New "Tow Away" Sign w/ Post & footing - 7/A-105	Included	500	-----	-----	-----	-----	-----
<b>TOTALS</b>	<b>0</b>	<b>48,580</b>	<b>54,324</b>	<b>75,770</b>		<b>48,592</b>	<b>60,645</b>
<b>Recommendation:</b>	<b>Amount</b>						
<b>Onyx Paving</b>	<b>48,580</b>						



Bid Evaluation Report

Site Concrete

Marshall Classroom Building

Subcontractors

Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Berry Engineering	
Base Bid	176,900	267,864	135,000	See below	145,960	
Spec # : 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included	Included	
Spec # : 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec # : 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec # : 32 1313 - Site Concrete Work	Included	Included	Included	Included	Included	
Bond Rate (if required)		Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 1%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	90 days	30 Days	30 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
<b>On Site</b>						
<b>Existing Parking Lot Rework, C-202</b>	Included	Included	Included	12,522	Included	
Sawcut and removal of existing site concrete (C-102)	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo	
Remove, reinstall base & recompact subgrade per Note 6, Det 3/C-703	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 12 - Concrete Curb per det 3/C-703	Included	Included	Included	Included	Included	
6" concrete curb w/ (2) #4 bars continuous length of curb	Included	Included	Included	Included	Included	
At New revised Accessible spaces, it is assume use of existing concrete handicap ramps at existing diagonal layout	Qualification	Qualification	Qualification	Qualification	Qualification	
Sandblasting (by demo), Re-Striping (by Striper) will be laid-out to reuse concrete ramps	by Others	by Others	by Others	by Others	by Others	
This subcontractor will install Truncated Domes at existing ramps per A-104 & det 5/A-105, 2 ea 3'x4' min	Excluded	Excluded	Excluded	Excluded	Excluded	
Truncated Domes to be Armor Tile or equal per detail 6/C-703	Excluded	Excluded	Excluded	Excluded	Excluded	
Per SCE Drawings & E sheets:						
Transformer Pad - 2/E-020	Included	10,400	Included	10,400	10,400	
Install concrete-filled steel bollards 2/E-020	Included	2,000	2,000	2,000	2,000	
<b>New Rubber Surfacing at existing playground area adjacent to new building, C-203</b>						
Note 13 - Concrete Curb per det 9/C-702	Included	Included	Included	22,332	Included	
6" wide concrete curb at perimeter of play area	Included	Included	Included	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	



Bid Evaluation Report

Site Concrete

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.			
4" Minimum Base course compacted & ready for rubber surfacing	3,575	3,575	3,575	3,575	1641	6/7/2017	
New handball walls & footings complete adjacent new playground area, not shown	Excluded	Excluded	Excluded	Excluded	Berry Engineering	7/27/2017	
<b>Site Concrete Work at New Building:</b>	Included	Included	Included	126,878			
6" thk Concrete Pavement ove 4" crushed aggregate base (CAB), listed on legend C-002 & per 5/C-702(concrete pavement section detail)	Included	Included	Included	Included			
Rebar #4 @ 18" ocev	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar			w/ Rebar
Site Control Plan C-201	Included	Included	Included	Included			Included
Note 1 - 6" thk conc pavement over 4" CAB per 5/C-702	Included	Included	Included	Included			Included
Note 2 - PCC Pavers & Sand Base per 1/C-703	Included	24,700	24,700	Included			Included
Pavers MFR-None listed	Included	Included	Included	Angelus			Included
24" wide concrete curb at perimeter of PCC Pavers	Included	2,130	2,130	Included			Included
6" concrete Sub-Slab w/ #4@18"ocew under pavers	Included	4,940	4,940	Included			Included
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading			w/Demo,Grading
Fine Grading prior to your work	Included	Included	Excluded	Excluded			Excluded
Note 3 - Planter area per Landscape drawings	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape			w/ Landscape
Note 4 - Regrade & resurface the turf area	w/ Grading	w/ Grading	w/ Grading	w/ Grading			w/ Grading
Note 5 - 60" Mow Strip at Perimeter of New Building - 2/C-703	Included	Included	Included	Included			Included
New mowstrip is 12" thk Including over 4" CAB compacted to 95%	Included	Included	Included	Included			Included
Note 6 - Seat Wall/CIP Benches per Architectural drawings, A-103	Included	Included	Included	28,728			Included
L-Shaped 20', 4 each: Straight 10', 1 each Detail 10 & 11/A-105 - 1'6"wide x 1'-6" ht CIP Concrete w/ rebar	Included	Included	Included	Included			Included
Note 7 - Asphalt Pavement per 1/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving			w/ AC Paving
Note 8 - Concrete Pavement to Asphalt Pavement Transition 2/C-702	Included	Included	Included	Included			Included
Note 9 - New Pavement to existing Pavement Joint - 4/C-702	Included	Included	Included	Included			Included
Note 10 - AC Pavement thickness transition - 7/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving			w/ AC Paving
Note 11 - Stairs per Architectural drawings	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP			w/ Steel & CIP
6/A-105 - Typical CIP stair nosing - extruded aluminum contrasting strip nosing - NO CIP Stairs shown	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP			w/ Steel & CIP
Note 12 - Concrete Curb 3/C-703	Included	Included	Included	Included			Included



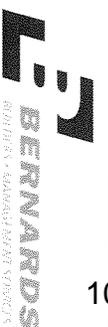
Bid Evaluation Report

Site Concrete

Marshall Classroom Building

Subcontractors

Description	Subcontractors				B&M Contractors	Amount	Recommendation:
	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering			
Note 13 - Rubber Mat Curb - 9/C-702	Included	NEED	Included	Included	Included		
Note 14 - Gravity Wall - 7/C-703	Included	Included	Included	Included	Included		
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete		
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	w/ CIP Concrete	(30,000)	w/ CIP Concrete	Excluded	Excluded		
6/S-401 - 1'-0" thk wall, 1'-6" above grade	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete		
Note 16 - Not Used	-----	-----	-----	-----	-----		
Note 17 - Rubber Mat per Architectural drawings	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip		
Base for all Site Concrete Paving	Included	Included	Included	Included	Included		
Reinforcing Steel for All Work	Included	12,025	12,025	12,025	12,025		
Control and Expansion Joints / Sealants	Included	Included	Included	Included	Included		
Washout Bins	Included	2,500	2,500	Included	2,500		
Mock-Ups	Included, if reqd	6,000	6,000	5,575	6,000		
SIT.1	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)		
SIT.2	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)		
SIT.4	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)		
SIT.7	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)		
<b>TOTALS</b>	<b>147,475</b>	<b>281,534</b>	<b>159,870</b>	<b>191,035</b>	<b>149,460</b>	<b>0</b>	
<b>B&amp;M Contractors</b>	<b>147,475</b>						



Bid Evaluation Report

**Playfield Equipment**

**Marshall Classroom Building**

**Subcontractors**

Description	Miracle Playground / Central Coast Playgrounds	Dave Bang Associates / Miracle Playground	SpectraTurf / Miracle Playground	Job Number	1641
				Bid Date	6/7/2017
				Date Printed	7/27/2017
Base Bid	See below	See below	See below		
Spec #: 11 6800 - Playfield Equipment and Structures (Not Provided)	Included	Included	Included		
Spec #: 02 88 00 - Playfield Equipment and Structures (RFI#11 Response)	Included	Included	Included		
Bond Rate (if required)	N/A	Not provided	Bond at 1.5%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included		
Bid Good for 60 Days	90 Days	30 days	Included		
Prevailing Wage	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
<b>Playfield Equipment &amp; Structures - Miracle Playgrounds</b>	0	37,210	37,210		
Furnish Modular Units complete FOB Jobsite	Included	Included	Included		
Unloading equipment at jobsite	Included	600	600		
Custom Playground by Miracle Recreation Equipment	Included	Included	Included		
Product spec & cut sheets in RFI#11	Included	Included	Included		
Separate price for Installation:	Included	Included	Included		
Include excavation, layout installation of footings	Included	Included	Included		
Sub provided by Miracle, Central Coast Playgrounds	Included	Included	Included		
Excavate, haul spoils, place embed, install rebar(is this req'd), place concrete, cleanup	Included	Included	Included		
Footing X: 18" dia x 24" deep	0	8,050	8,050		
Footing Y: 12" dia x 18" deep	0	5,250	5,250		
Footing Z: 20" dia x 42" deep	0	500	500		
Uncrate, separate, install all parts, dispose of empty boxes	0	3,500	3,500		
<b>Playfield Rubber Matting</b>					
Furnish & install complete playground surface as MFR by PlayMax or equal	-----	45,416	42,471		
Demolition Plan C-103, at New Play Area location, remove existing AC Paving	-----	w/ Demo	w/ Demo		
Overexcavate & recompact area after demo	-----	w/ Grading	w/ Grading		



Bid Evaluation Report

Playfield Equipment

Marshall Classroom Building

Subcontractors

Job Number: 1641  
 Bid Date: 6/7/2017  
 Date Printed: 7/27/2017

Description	Subcontractors			Amount
	Miracle Playground Equipment / Central Coast Playgrounds	Dave Bang Associates / Miracle Playground	SpectraTurf / Miracle Playground	
Type 2 sub-base to 95% compaction - thickness to be 4"	-----	w/ Grading	Included	
Geofabric over subbase	-----	2,681	2,681	
Sheet C-203, Note 13 - Rubber Mat Curb - 9/C-702 around perimeter of rubber matting	-----	w/ Site Concrete	w/ Site Concrete	
Rubber Matting subs work:	-----	Included	Included	
MaxPour Cushion Layer - thickness to be xx?	-----	Included	Included	
MaxPour/MaxPour-Supreme Top Layer - thickness to be xx?	-----	Included 4"	Included 4"	
Per cut sheet two products are shown, MaxPour Supreme is not included in price	-----	Tot Turf	SpectraPour	
Max fall height your bid is based upon	-----	Included 9'	Included 10'	
Wear Layer to be 50% black/50% color w/ std aromatic resin	-----	Included	Included	
See detail sheet, possible VE to install over aged asphalt paving	-----	Not recommended	N/A	
Upgrade to Aliphatic (UV-stable, non-yellowing) Resin wear layer	-----	No bid	Add: \$4,934	
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402	-----	w/ Site Utilities	w/ Site Utilities	
<b>TOTALS</b>		<b>0</b>	<b>103,207</b>	<b>100,262</b>
<b>TOTALS</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>		<b>Amount</b>		
<b>SpectraTurf / Miracle Playground</b>		<b>100,262</b>		



Bid Evaluation Report

Landscape & Irrigation

Marshall Classroom Building

Subcontractors

Description	Advanced Land. 2000				Job Number	Bid Date	1641
	Cascade Sprinklers	Durau Landscape	Hardy	Plowboy			
Base Bid	29,418	30,500	24,320	46,800	39,600	6/7/2017	36,068
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included		Included
Drawings: Planting & Irrigation Specs are also Listed on Sheet L-4	Included	Included	Included	Included	Included		Included
Bond Rate (if required)							
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included		Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included		Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included		Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 days	Included		Included
Prevailing Wage	Included	Included	Included	Included	Included		Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A		N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A		N/A
<b>Landscaping &amp; Irrigation:</b>							
Demolition Plan C-101, at New Building location	Included	Included	Included	Included	Included		Included
Removal Notes:	Included	Included	Included	Included	Included		Included
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	2,500	2,500	2,500	2,500	2,500		2,500
At New Building per Site Control Plan C-201 & L-1	Included	Included	Included	Included	Included		Included
Note 3 - Planter area per Landscape drawings	Included	Included	Included	Included	Included		Included
Irrigation inside the CIP Planters - L-1	Included	Included	Included	Included	Included		Included
Include tapping into existing mainline for new lines	5,000	5,000	5,000	5,000	5,000		5,000
Sawcut & remove AC paving & put back for access to mainline tap-in	3,000	3,000	3,000	3,000	3,000		3,000
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included		Included
Include sleeving as required	Included	Included	Included	Included	Included		Included
New Automatic Controller Assembly - Irritrol, 10/L-3	Included	Included	Included	Included	Included		Included
Include Rain Shut-off Sensor	Included	Included	Included	Included	Included		Included
Include remote control valves & gate valves, 1 & 5/L-3	Included	Included	Included	Included	Included		Included
Include quick couplers, 2/L-3	Included	Included	Included	Included	Included		Included
Include pop-up shrub heads, 4/L-3	Included	Included	Included	Included	Included		Included
Electrical to controller	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical		w/ Electrical
Landscaping inside the CIP Planters - L-2	Included	Included	Included	Included	Included		Included
Trees - 24" box, including Staking per 3/L-3	Included	Included	Included	Included	Included		Included
Shrubs - 1 & 5 gallon	Included	Included	Included	Included	Included		Included
Vines - 15 gallon	Included	Included	Included	Included	Included		Included
Ground Cover	Included	Included	Included	Included	Included		Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640		4,640
90 Day Maintenance	Included	Included	Included	Included	Included		Included



Bid Evaluation Report

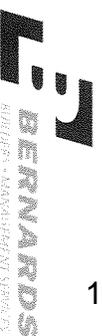
Landscape & Irrigation

Marshall Classroom Building

Subcontractors

Description	Advanced Land. 2000				Job Number	Bid Date	Date Printed	Venco Western
	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy				
(1) Year Warranty	Included	Included	Included	Included	1641	6/7/2017	7/27/2017	Included
Spills Removal	200	200	200	200				200
Move-Ins (2)	1,500	1,500	1,500	1,500				1,500
<b>Existing Parking Lot Rework, C-202</b>	5,000	5,000	5,000	5,000				5,000
Removal & reinstallation of Irrigation at Demoeed areas	Included	Included	Included	Included				Included
Removal & reinstallation of Planting at Demoeed areas	Included	Included	Included	Included				Included
<b>Existing Grass Field</b>	35,185	35,185	35,185	35,185				35,185
Modify existing Irrigation at grass playground for trailer/laydown area	Included	Included	Included	Included				Included
Geofabric over the grass, rock surface as base during operations	Included	Included	Included	Included				Included
Removal of rock & geofabric at project completion	Included	Included	Included	Included				Included
Regrade, fine grade ready for new grass at laydown area	Included	Included	Included	Included				Included
Rework & start-up existing Irrigation heads	Included	Included	Included	Included				Included
Reinstallation of Grass Planting, hydroseed, at laydown area	Included	Included	Included	Included				Included
<b>TOTALS</b>	<b>86,443</b>	<b>87,525</b>	<b>81,345</b>	<b>103,825</b>	<b>96,625</b>			<b>93,093</b>
<b>Recommendation:</b>	<b>Amount</b>							
<b>Dufau Landscape</b>	<b>81,345</b>							

Bid Evaluation Report



Site Utilities

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Suttles Plumbing	Toro Ent.
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons		
Base Bid	217,229	See below	200,390	See below	245,000	
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included	Included	
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec #: 33 1100 - Site Water Distribution Utilities	Included	Included	Included	Included	Included	
Spec #: 33 3000 - Site Sanitary Sewer Utilities	Included	Included	Included	Included	Included	
Spec #: 33 4000 - Storm Drainage Utilities	Included	Included	Included	Included	Included	
Bond Rate (if required)	Not listed	Not listed	Not listed	Not listed	Bond @1.44%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 days	30 days	30 days	30 days	30 days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
<b>Site Utilities</b>						
Utility Location (C Below)	Included	Included	Included	Included	Included	
Cutting and Capping of Existing Utilities	2,500	2,500	2,500	2,500	2,500	
Layout and Trenching	Included	Included	Included	Included	Included	
Sawcutting & removal of surface for New Utilities	Included	3,584	3,584	3,584	3,584	
Traffic Control	Included	Included	Included	Included	Included	
Temp Asphalt Trench Plates	Included	2,048	2,048	2,048	2,048	
Excavation Spoils Stockpile	Included	Included	Included	Included	Included	
Pressure Test and Flush System	Included	Included	Included	Included	Included	
<b>Sewer</b>						
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	21,452	Included
Note 20 - Install SDR-353 Sanitary Sewer line per 4/C-701	Included	Included	Included	Included	Included	
Note 21 - Connect to bldg sanitary sewer	Included	Included	Included	Included	Included	
Note 22 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 23 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	
Note 24 - Connect to onsite main line per 2/C-701	Included	Included	Included	Included	Included	
Note 25 - House connection per APWA Std Plan 222-2	Included	Included	Included	Included	Included	
<b>Storm Drain</b>						
Site Utility Plan C-401,402,403,404	Included	173,320	Included	143,618	Included	
Note 1 - Install SDR-35 storm drain line per 4/C-701	Included	Included	Included	Included	Included	
Note 2 - Construct 12"x12" catch basin per 6/C-701	Included	Included	Included	Included	Included	
Note 3 - Connect to existing onsite main line per 2/C-701	Included	Included	Included	Included	Included	



Bid Evaluation Report

Site Utilities

Marshall Classroom Building

Subcontractors

Description	Subcontractors					Suttles Plumbing	Toro Ent.
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons			
Note 4 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	Included	
Note 5 - Install Arturn grate NDS 1280 & catch basin 1200 or equal	Included	Included	Included	Included	Included	Included	
Note 6 - Connect to on-site main line per 2/C-702	Included	Included	Included	Included	Included	Included	
Note 7 - Connect to bldg storm drain line	Included	Included	Included	Included	Included	Included	
Note 8 - Install SDR-21 storm drain line per 4/C-701	Included	Included	Included	Included	Included	Included	
Note 9 - Install French Drain per 2/C-704	Included	Included	Included	Included	Included	Included	
Other: Trench Drain concrete basin per 4/S-400A	Included	Included	Included	Included	Included	Included	
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402	Included	Included	Included	Included	Included	Included	
<b>Water</b>							
Site Utility Plan C-401,402,403,404	Included	64,295	Included	Included	33,353	Included	
Note 30 - Connect to existing onsite main line	Included	Included	Included	Included	Included	Included	
Note 31 - Install 4" Double Check Detector Backflow Preventer Assembly with Fire Department Connection per 3/C-701, Ames 3000 SS OS&Y w/ Tamper Switches connected to Fire Alarm	Included	Included	Included	Included	Included	Included	
Note 32 - Install AWWA C900 PVC pressure Class 200 Water line per 4/C-701	Included	Included	Included	Included	Included	Included	
Note 33 - Install concrete thrust block per 4/C-703	Included	Included	Included	Included	Included	Included	
Note 34 - Connect to bldg Fire Water connection	Included	Included	Included	Included	Included	Included	
Note 35 - Connect to building Domestic Water connection	Included	Included	Included	Included	Included	Included	
Note 36 - Connect to existing onsite main line	Included	Included	Included	Included	Included	Included	
Note 37 - Install Gate valve per 5/C-701	Included	Included	Included	Included	Included	Included	
Note 38 - Fire Department Connection per 1/C-704	Included	Included	Included	Included	Included	Included	
Note 39 - Connect to onsite main water line	Included	Included	Included	Included	Included	Included	
Includes:	Included	Included	Included	Included	Included	Included	
Sawcutting for New Utilities	Included	Included	Included	Included	Included	Included	
Excavation, compact bottom, sand shading, install pipe, backfill, compaction of trench	Included	Included	Included	Included	Included	Included	
Base Pave Trenches	Included	Included	Included	Included	Included	Included	
Overlay trench with new AC Paving section	Included	Included	Included	Included	Included	Included	
Lane Closure/Traffic Control	Included	Included	Included	Included	Included	Included	
Water Line for Irrigation inside the CIP Planters - L-1 (not clearly indicated on C sheets)	2,500	2,500	2,500	2,500	2,500	2,500	
Include tapping into existing mainline for new lines	Included	Included	Included	Included	Included	Included	
Sawcut & remove AC paving & put back for access to mainline tap-in	Included	Included	Included	Included	Included	Included	

Bid Evaluation Report



Site Utilities

Marshall Classroom Building

Description	Subcontractors				Job Number	1641
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Date Printed	6/7/2017
				Suttles Plumbing	7/27/2017	Toro Ent.
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included		
Other:						
FDC Bollards & Footings (include if not shown)	1,000	1,000	1,000	1,000	1,000	
POC Flanged into FS min 24" aff room by this sub - 1/FP-02	Included	Included	Included	Included	Included	
<b>Gas</b>						
NOT SHOWN on Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Gas Lines per Plumbing Sheets	Included	Included	Included	Included	Included	
Connect to existing Gas Line onsite - Not Shown	See Allowance	See Allowance	See Allowance	See Allowance	See Allowance	
<b>TOTALS</b>	<b>228,861</b>	<b>325,112</b>	<b>212,022</b>	<b>210,055</b>	<b>256,632</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Sam Hill &amp; Sons</b>	<b>210,055</b>					

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Facilities Agreement

### **Ratification of Change Order No. 014 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/De Leon/CFW)**

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Change Order No. 014 addresses modifications to the Marshall New Classroom Building Project requested by the District to enhance operations and/or safety of the facility. COR 208R1 creates interior separation between the student restrooms and locker rooms. COR No. 253 allows for additional walking pads on the roof, enhancing the safety of staff when maintaining mechanical units. COR No. 257 provides for new asphalt and playground striping at an area near the new construction that was in disrepair. Change Order No. 014 provides for the Board's ratification of the following three (3) COR's:

COR No. 208R1 - Infill Wall at Locker Rooms

COR No. 253 - Roof Walking Pads

COR No. 257 - Asphalt Paving

#### **FISCAL IMPACT:**

Eleven Thousand One Hundred Forty-Two Dollars and No Cents (\$11,142.00) to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 Six-month update.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order No. 014 for Master Agreement #17-117 with Bernards.

#### **ADDITIONAL MATERIALS:**

- Attached:** [Change Order No. 014 \(2 Pages\)](#)
- [COR No. 208R1 - Infill Wall at Locker Rooms \(2 Pages\)](#)
- [COR No. 253 - Roof Walking Pads \(7 Pages\)](#)
- [COR No. 257 - Asphalt Paving \(2 Pages\)](#)
- [Construction Services Agreement #17-117 - Bernards \(115 Pages\)](#)



# CHANGE ORDER

Date: 12/18/2019

CHANGE ORDER NO. 014

**PROJECT:** MARSHALL NEW CLASSROOM BUILDING  
**O.S.D. BID No.** N/A  
**O.S.D. Agreement No.** 17-117

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

**ARCHITECT** CSDA Design Group  
 4061 Glencoe Ave., Ste B  
 Marina del Rey, CA 90292

**CONTRACTOR:**

**Bernards**  
 555 First Street  
 San Fernando, CA 91340  
**Attn:** Mr. Rick Fochtman

**Architects Proj. No.:** 1534.01  
**D.S.A. File No.:** 56-22  
**D.S.A. App. No.:** 03-116806

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

ORIGINAL CONTRACT SUM.....	\$ 8,994,236.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (1-13).....	\$ 427,420.00
ADJUSTED CONTRACT SUM.....	\$ 9,421,656.00
<b>NET CHANGE -</b>	<b>\$ 11,142.00</b>

Total Change Orders to Date: 014.....	\$ 438,562.00
<b>ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 014..</b>	<b>\$ 9,432,798.00</b>

Commencement Date: .....	August 28, 2017
Original Completion Date: .....	October 31, 2018
Original Contract Time: .....	429 Calendar Days
Time Extension for all Previous Change Orders: .....	Zero Calendar Days
Time Extension for this Change Order: .....	Zero Days
Adjusted Completion Date: .....	October 31, 2018

Percentage .....(4.88%)

1061

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	COR No. 208R1- Infill Wall at Locker Rooms		\$1,358.00		
2.	COR No. 253- Roof Walking Pads		\$3,762.00		
3.	COR No. 257- Asphalt Paving		\$6,022.00		
	Totals		\$11,142.00		

Total Change Order No. 014 .....\$ 11,142.00

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

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASSIST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_



# CHANGE ORDER REQUEST

**COR No. 208 R1**

Date: 6/18/2019

Project: Marshall Elementary - New 6-8 Classroom Bldg.

## DESCRIPTION OF WORK

Frame metal stud wall 10' high drwyall/finish both sides

## SUMMARY OF COSTS

Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
Frame metal stud wall 10' high drwyall/finish both sides	Church and Larsen Inc	1,251
	Subtotal:	1,251
<b>Contractual Costs</b>		
Fee		65
Sub Default Insurance		15
CCIP		16
Bond		11
	Subtotal:	107
<b>Total Change Order Request Amount:</b>		<b>1,358</b>

## APPROVAL

(Please note that if this Change Order Request is not approved by 7/02/2019, additional costs and schedule impacts may result.)

**Oxnard School District**

**Bernards Bros. Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





# CHANGE ORDER REQUEST

**COR No. 253 R0**

Date: 9/30/2019

Project: Marshall Elementary - New 6-8 Classroom Bldg.

## DESCRIPTION OF WORK

Additional Roof Walking Pads

## SUMMARY OF COSTS

Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
Cost to add walk pads for the mini split above the restrooms and girls locker room.	Best Contracting Services Inc	3,467
Reason: Not shown on plans		
	Subtotal:	3,467
<b>Contractual Costs</b>		
Fee		179
Sub Default Insurance		42
CCIP		44
Bond		30
	Subtotal:	295
<b>Total Change Order Request Amount:</b>		<b>3,762</b>

## APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Jose Arche

Printed Name & Title

Printed Name & Title

11/08/2019

Date

Date

# Change Order Request



C.O.R. # 17273-0009-R1

G.C. #

Date: 7/15/2019

**Project Name:** 17273 / MARSHALL ELEMENTARY

**Project #:** 17273

**To:** Bernards Builders  
**Attn:**  
Bernards Field Office  
1700 West 46th Street  
Los Angeles, CA 90062

**From:** Best Contracting Services, Inc.  
Charlie Minshew  
19027 S. Hamilton Ave.  
Gardena, CA 90248-4408

**Phone:** (323) 299-2584 **Fax:** (323) 299-1849

**Phone:** (310) 328-6969 **Fax:** (310) 380-6066

We hereby propose to make the following changes:

Install walk pads around (2) A/C units in upper roof East side and lower Mech room.

**Change Order Price** \$3,467.16

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Charlie Minshew 7/15/2019  
Author Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

\_\_\_\_\_  
Authorized Signature Date of Acceptance

# Change Order Request



C.O.R. # 17273-0009-R1

G.C. #

Date: 7/15/2019

Project Name: 17273 / MARSHALL ELEMENTARY

Project #: 17273

## Labor

<u>Labor Type</u>	<u>Man Hrs</u>	<u>\$/Hr</u>	<u>Burden</u>	<u>Fringe</u>	<u>TotalTax</u>	<u>Total Labor</u>
Rofer Foreman	8.00	\$88.01	\$0.00	\$0.00	\$0.00	\$704.08
Rofer Journeyman	8.00	\$80.23	\$0.00	\$0.00	\$0.00	\$641.84
Rofer Apprentice	8.00	\$71.75	\$0.00	\$0.00	\$0.00	\$574.00
				Sub Total	<b>\$0.00</b>	<b>\$1,919.92</b>
				Grand Total	<b>\$0.00</b>	<b>\$1,919.92</b>

## Materials

<u>Materials</u>	<u>Quantity</u>	<u>Cost</u>	<u>TotalTax</u>	<u>Total Materials</u>
Walk pads / lot	1.00	\$1,000.00	\$95.00	\$1,095.00
			Sub Total	<b>\$95.00</b>
			Grand Total	<b>\$95.00</b>
			<b>Total</b>	<b>\$3,014.92</b>
			<b>Overhead</b>	<b>\$301.49</b>
			<b>Profit</b>	<b>\$150.75</b>
			<b>Total</b>	<b>\$3,467.16</b>

**BEST CONTRACTING SERVICES, INC.  
LABOR RATES**

**VALID PERIOD:** 07/01/2019 THRU 12/31/2019  
**CLASSIFICATION:** APPRENTICE  
**LOCATION:** SOUTHERN CALIFORNIA

**TRADE:** SHEET METAL  
**UNION:** LOCAL 105

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 36.62	\$ 54.93	\$ 73.24	BASE WAGE
	\$ -	\$ -	\$ -	OTHER TAXABLE WAGE
<b>(1)</b>	<b>\$ 36.62</b>	<b>\$ 54.93</b>	<b>\$ 73.24</b>	<b>TOTAL GROSS TAXABLE WAGE</b>
	\$ 1.00	\$ 1.00	\$ 1.00	401(A) PLAN - MANDATORY
	\$ -	\$ -	\$ -	RETIREE'S SUPP HEALTH PLAN
	\$ 10.35	\$ 10.35	\$ 10.35	HEALTH PLAN
	\$ 0.50	\$ 0.50	\$ 0.50	HEALTH REIMBURSEMENT ACCT. (HRA)
	\$ 3.00	\$ 3.00	\$ 3.00	LOCAL PENSION
	\$ 0.70	\$ 0.70	\$ 0.70	LOCAL TRAINING
	\$ 0.12	\$ 0.12	\$ 0.12	NATIONAL TRAINING
	\$ 3.42	\$ 3.42	\$ 3.42	NATIONAL PENSION
	\$ 0.03	\$ 0.03	\$ 0.03	NEMI
	\$ 0.02	\$ 0.02	\$ 0.02	SMOHIT
	\$ 0.09	\$ 0.09	\$ 0.09	LMCT/FP-ACC
	\$ 0.53	\$ 0.53	\$ 0.53	INDUSTRY FUND
	\$ -	\$ -	\$ -	DUES CHECK OFF
<b>(2)</b>	<b>\$ 19.76</b>	<b>\$ 19.76</b>	<b>\$ 19.76</b>	<b>EMPLOYER FRINGE BENEFIT PAYMENTS</b>
<b>(3)</b>	<b>\$ 56.38</b>	<b>\$ 74.69</b>	<b>\$ 93.00</b>	<b>TOTAL PACKAGE (1+2)</b>
	\$ 6.06	\$ 6.06	\$ 6.06	WORKERS COMP INSURANCE (W/C)
	\$ 2.98	\$ 2.98	\$ 2.98	GENERAL LIABILITY INSURANCE (G/L)
	\$ 2.27	\$ 3.41	\$ 4.54	STATE UNEMPLOYMENT (SUTA)
	\$ 0.77	\$ 1.15	\$ 1.54	FEDERAL UNEMPLOYMENT (FUTA)
	\$ 2.27	\$ 3.41	\$ 4.54	SOCIAL SECURITY (FICA)
	\$ 0.53	\$ 0.80	\$ 1.06	MEDICARE (FMI)
<b>(4)</b>	<b>\$ 14.88</b>	<b>\$ 17.80</b>	<b>\$ 20.72</b>	<b>EMPLOYER TAX &amp; INSURANCE BURDENS</b>
<b>(5)</b>	<b>\$ 71.26</b>	<b>\$ 92.49</b>	<b>\$ 113.72</b>	<b>GRAND TOTAL (3+4)</b>

The above labor rates do not include Overhead & Profit

**BEST CONTRACTING SERVICES, INC.  
LABOR RATES**

**VALID PERIOD:** 07/01/2019 THRU 12/31/2019

**CLASSIFICATION:** JOURNEYMAN

**TRADE:** SHEET METAL

**LOCATION:** SOUTHERN CALIFORNIA

**UNION:** LOCAL 105

Mileage .58 oer mile

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 45.78	\$ 68.67	\$ 91.56	BASE WAGE
	\$ -	\$ -	\$ -	OTHER TAXABLE WAGE
(1)	<b>\$ 45.78</b>	<b>\$ 68.67</b>	<b>\$ 91.56</b>	<b>TOTAL GROSS TAXABLE WAGE</b>
	\$ 1.00	\$ 1.00	\$ 1.00	401(A) PLAN - MANDATORY
	\$ 0.45	\$ 0.45	\$ 0.45	RETIREE'S SUPP HEALTH PLAN
	\$ 10.35	\$ 10.35	\$ 10.35	HEALTH PLAN
	\$ 0.50	\$ 0.50	\$ 0.50	HEALTH REIMBURSEMENT ACCT. (HRA)
	\$ 11.57	\$ 11.57	\$ 11.57	LOCAL PENSION
	\$ 0.70	\$ 0.70	\$ 0.70	LOCAL TRAINING
	\$ 0.12	\$ 0.12	\$ 0.12	NATIONAL TRAINING
	\$ 4.27	\$ 4.27	\$ 4.27	NATIONAL PENSION
	\$ 0.03	\$ 0.03	\$ 0.03	NEMI
	\$ 0.02	\$ 0.02	\$ 0.02	SMOHIT
	\$ 0.09	\$ 0.09	\$ 0.09	LMCT/FP-ACC
	\$ 0.53	\$ 0.53	\$ 0.53	INDUSTRY FUND
	0	0	0	DUES CHECK OFF
(2)	<b>\$ 29.63</b>	<b>\$ 29.63</b>	<b>\$ 29.63</b>	<b>EMPLOYER FRINGE BENEFIT PAYMENTS</b>
(3)	<b>\$ 75.41</b>	<b>\$ 98.30</b>	<b>\$ 121.19</b>	<b>TOTAL PACKAGE (1+2)</b>
	\$ 4.58	\$ 4.58	\$ 4.58	WORKERS COMP INSURANCE (W/C)
	\$ 3.73	\$ 3.73	\$ 3.73	GENERAL LIABILITY INSURANCE (G/L)
	\$ 2.84	\$ 4.26	\$ 5.68	STATE UNEMPLOYMENT (SUTA)
	\$ 0.96	\$ 1.44	\$ 1.92	FEDERAL UNEMPLOYMENT (FUTA)
	\$ 2.84	\$ 4.26	\$ 5.68	SOCIAL SECURITY (FICA)
	\$ 0.66	\$ 1.00	\$ 1.33	MEDICARE (FMI)
(4)	<b>\$ 15.62</b>	<b>\$ 19.27</b>	<b>\$ 22.92</b>	<b>EMPLOYER TAX &amp; INSURANCE BURDENS</b>
(5)	<b>\$ 91.03</b>	<b>\$ 117.57</b>	<b>\$ 144.11</b>	<b>GRAND TOTAL (3+4)</b>

The above labor rates do not include Overhead & Profit

**BEST CONTRACTING SERVICES, INC.**  
**LABOR RATES**

**VALID PERIOD:** 07/01/2019 THRU 12/31/2019  
**CLASSIFICATION:** FOREMAN  
**LOCATION:** SOUTHERN CALIFORNIA

**TRADE:** SHEET METAL  
**UNION:** LOCAL 105

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 52.65	\$ 78.98	\$ 105.30	BASE WAGE
	\$ -	\$ -	\$ -	OTHER TAXABLE WAGE
(1)	<b>\$ 52.65</b>	<b>\$ 78.98</b>	<b>\$ 105.30</b>	<b>TOTAL GROSS TAXABLE WAGE</b>
	\$ 1.00	\$ 1.00	\$ 1.00	401(A) PLAN - MANDATORY
	\$ 0.45	\$ 0.45	\$ 0.45	RETIREE'S SUPP HEALTH PLAN
	\$ 10.35	\$ 10.35	\$ 10.35	HEALTH PLAN
	\$ 0.50	\$ 0.50	\$ 0.50	HEALTH REIMBURSEMENT ACCT. (HRA)
	\$ 11.57	\$ 11.57	\$ 11.57	LOCAL PENSION
	\$ 0.70	\$ 0.70	\$ 0.70	LOCAL TRAINING
	\$ 0.12	\$ 0.12	\$ 0.12	NATIONAL TRAINING
	\$ 4.27	\$ 4.27	\$ 4.27	NATIONAL PENSION
	\$ 0.03	\$ 0.03	\$ 0.03	NEMI
	\$ 0.02	\$ 0.02	\$ 0.02	SMOHIT
	\$ 0.09	\$ 0.09	\$ 0.09	LMCT/FP-ACC
	\$ 0.53	\$ 0.53	\$ 0.53	INDUSTRY FUND
	0	0	0	DUES CHECK OFF
(2)	<b>\$ 29.63</b>	<b>\$ 29.63</b>	<b>\$ 29.63</b>	<b>EMPLOYER FRINGE BENEFIT PAYMENTS</b>
(3)	<b>\$ 82.28</b>	<b>\$ 108.61</b>	<b>\$ 134.93</b>	<b>TOTAL PACKAGE (1+2)</b>
	\$ 5.27	\$ 5.27	\$ 5.27	WORKERS COMP INSURANCE (W/C)
	\$ 4.29	\$ 4.29	\$ 4.29	GENERAL LIABILITY INSURANCE (G/L)
	\$ 3.26	\$ 4.90	\$ 6.53	STATE UNEMPLOYMENT (SUTA)
	\$ 1.11	\$ 1.66	\$ 2.21	FEDERAL UNEMPLOYMENT (FUTA)
	\$ 3.26	\$ 4.90	\$ 6.53	SOCIAL SECURITY (FICA)
	\$ 0.76	\$ 1.15	\$ 1.53	MEDICARE (FMI)
(4)	<b>\$ 17.96</b>	<b>\$ 22.16</b>	<b>\$ 26.36</b>	<b>EMPLOYER TAX &amp; INSURANCE BURDENS</b>
(5)	<b>\$ 100.24</b>	<b>\$ 130.76</b>	<b>\$ 161.29</b>	<b>GRAND TOTAL (3+4)</b>

The above labor rates do not include Overhead & Profit

**BEST CONTRACTING SERVICES, INC.  
LABOR RATES**

**VALID PERIOD:** 07/01/2019 THRU 12/31/2019

**CLASSIFICATION:** GENERAL FOREMAN

**TRADE:** SHEET METAL

**LOCATION:** SOUTHERN CALIFORNIA

**UNION:** LOCAL 105

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 54.94	\$ 82.41	\$ 109.88	BASE WAGE
	\$ -	\$ -	\$ -	OTHER TAXABLE WAGE
(1)	<b>\$ 54.94</b>	<b>\$ 82.41</b>	<b>\$ 109.88</b>	<b>TOTAL GROSS TAXABLE WAGE</b>
	\$ 1.00	\$ 1.00	\$ 1.00	401(A) PLAN - MANDATORY
	\$ 0.45	\$ 0.45	\$ 0.45	RETIREE'S SUPP HEALTH PLAN
	\$ 10.35	\$ 10.35	\$ 10.35	HEALTH PLAN
	\$ 0.50	\$ 0.50	\$ 0.50	HEALTH REIMBURSEMENT ACCT. (HRA)
	\$ 11.57	\$ 11.57	\$ 11.57	LOCAL PENSION
	\$ 0.70	\$ 0.70	\$ 0.70	LOCAL TRAINING
	\$ 0.12	\$ 0.12	\$ 0.12	NATIONAL TRAINING
	\$ 4.27	\$ 4.27	\$ 4.27	NATIONAL PENSION
	\$ 0.03	\$ 0.03	\$ 0.03	NEMI
	\$ 0.02	\$ 0.02	\$ 0.02	SMOHIT
	\$ 0.09	\$ 0.09	\$ 0.09	LMCT/FP-ACC
	\$ 0.53	\$ 0.53	\$ 0.53	INDUSTRY FUND
	0	0	0	DUES CHECK OFF
(2)	<b>\$ 29.63</b>	<b>\$ 29.63</b>	<b>\$ 29.63</b>	<b>EMPLOYER FRINGE BENEFIT PAYMENTS</b>
(3)	<b>\$ 84.57</b>	<b>\$ 112.04</b>	<b>\$ 139.51</b>	<b>TOTAL PACKAGE (1+2)</b>
	\$ 5.50	\$ 5.50	\$ 5.50	WORKERS COMP INSURANCE (W/C)
	\$ 4.48	\$ 4.48	\$ 4.48	GENERAL LIABILITY INSURANCE (G/L)
	\$ 3.41	\$ 5.11	\$ 6.81	STATE UNEMPLOYMENT (SUTA)
	\$ 1.15	\$ 1.73	\$ 2.31	FEDERAL UNEMPLOYMENT (FUTA)
	\$ 3.41	\$ 5.11	\$ 6.81	SOCIAL SECURITY (FICA)
	\$ 0.80	\$ 1.19	\$ 1.59	MEDICARE (FMI)
(4)	<b>\$ 18.74</b>	<b>\$ 23.12</b>	<b>\$ 27.50</b>	<b>EMPLOYER TAX &amp; INSURANCE BURDENS</b>
(5)	<b>\$ 103.31</b>	<b>\$ 135.16</b>	<b>\$ 167.01</b>	<b>GRAND TOTAL (3+4)</b>

<p>The above labor rates do not include Overhead &amp; Profit</p>
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CHANGE ORDER REQUEST

COR No. 257 R0

Date: 10/9/2019

Project: Marshall Elementary - New 6-8 Classroom Bldg.

DESCRIPTION OF WORK

Slurry and Stripe

SUMMARY OF COSTS

Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
Cost to apply two coats of slurry and restipe hopscotch, tetherball, and circle by new two story building.	Onyx Paving Co Inc	5,550
Reason: Requested by CFW		
		Subtotal: 5,550
<b>Contractual Costs</b>		
Fee		287
Sub Default Insurance		67
CCIP		70
Bond		48
		Subtotal: 472
<b>Total Change Order Request Amount:</b>		<b>6,022</b>

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.



Signature

Jose Arche, CSDA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

11-15-2019

Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date



**ONYX PAVING COMPANY, INC.**  
**2890 E. LA CRESTA AVE. ~ ANAHEIM, CA 92806**  
**714/ 632-6699 ~ FAX: 714/ 632-1883**  
**CA LIC #630360-A \* D.I.R. #1000004798 \* SBE #1753955**

BERNARDS, INC.  
 555 FIRST STREET  
 SAN FERNANDO, CA 91340

818/ 898-1521

818/ 898-4909

ATTN: KYLE RAMIN

[kramin@bernards.com](mailto:kramin@bernards.com)

**MARSHALL E.S. ~ 2900 THURGOOD MARSHALL DRIVE ~ OXNARD**

***"Proposal is strictly based and relies upon Contractor's status as a Non-Union Contractor.  
 This proposal is not valid if this project is Union, A PLA, or PSA, or you are a Union Contractor."***

**CHANGE ORDER**

**12,500** SQ. FT. SEAL COAT (2 COATS, 1 MOVE)

STRIPE (5) HOPSCOTCH

STRIPE (1) RING GAME

**TOTAL: \$5,550.00**

**\*\*\* PREVAILING WAGE INCLUDED**

*Rod Webber*

10/4/2019

ROD WEBBER

[rodw@onyxpaving.net](mailto:rodw@onyxpaving.net)

ALL MATERIAL QUOTED IS SUBJECT TO PRICE ESCALATION BASED UPON THE CURRENT PRICE OF ASPHALT/ROCK BASE. ANY APPLICABLE MATERIAL PRICE INCREASE BEYOND THE "VALID THROUGH" DATE WILL BE ADDED TO THE BASE RATE PER TON OF THE MATERIAL TYPE QUOTED.

EXCLUSIONS: Unless Specifically Noted Above - ROUGH GRADE, REMOVALS, SCARIFICATION AND RECOMPACTION OF SUBGRADE, CONCRETE WORK, BASE UNDER CONCRETE, PERMITS, TESTS, ENGINEERING, WATER AND WATER METERS, BUMPERS AND STRIPES, PRIME AND SEAL COATS, REDWOOD HEADERS, OFF-SITE STREETWORK, TRAFFIC CONTROL AND BARRICADES, ADJUSTMENT OF MANHOLES AND VALVE BOXES AND PATCHING OF SAME, PATCHING FOR ALL OTHER TRADES, INSPECTIONS, GRINDING OF EXISTING ASPHALT, SAWCUT, WEEDKILL, CONCRETE CORING, PREVAILING WAGES, HANDICAP RAMPS, FLOOD TESTS, WASHDOWNS, WATER FILTRATION SYSTEMS FOR WASHDOWNS, & TWO OR MORE MOVE-INS.

**ONYX PAVING CO., INC.**

( Project Manager )

ACCEPTANCE ( By Owner, Agent, or General Contractor )

COMPANY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

1073

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 24th day of August 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Marshall Elementary School, located at 2900 Thurgood Marshall Drive, Oxnard, California 93036 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

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

**#17-117**

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

**SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and

- 2 -

**#17-117**

attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Not Used for this Agreement**
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

## #17-117

- K. **Subcontractor**. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments**. The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments**. The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

### **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

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

### **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

- 4 -

**SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

**SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be **Eight Million Nine Hundred Ninety-Four Thousand Two Hundred Thirty-Six and No/Hundredths Dollars (\$8,994,236.00)**. The GMP consists of (1) no Preconstruction Fee, a Sublease Tenant Improvement Payment in the amount of **Eight Million One Hundred Ninety-Eight Thousand Five Hundred Ninety-Two Dollars and No Cents (\$8,198,592.00)** and, (2) a Contractor Contingency in the amount of **Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$345,932.00)**, and, (3) Sublease Payments in the amount of **\$74,952.00** per month for **6** months, for a total lease value of **Four Hundred Forty-Nine Thousand Seven Hundred Twelve Dollars and No Cents (\$449,712.00)** pursuant to terms and payment schedule as set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with subcontractor bidding to establish the final GMP for Board acceptance.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibits A and B** attached hereto. Prior to DSA approval Contractor did not perform Preconstruction Services to assist in designing the project. Upon DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall

## #17-117

be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

### **SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION**

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

### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

- 6 -

**SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

**SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by

## #17-117

the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

- 8 -

## #17-117

- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

### **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the

## #17-117

GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

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

## SECTION 11. NOT USED

**SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign **Carl Magness** as Project Manager/Superintendent for the Project. So long as **Carl Magness** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

**SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

**SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

**SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

**SECTION 17. USE OF PREMISES**

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

**SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location,

## #17-117

accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and

- 13 -

## #17-117

Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

- 14 -

**SECTION 20. INDEPENDENT CONTRACTOR**

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

**SECTION 21. ACCOUNTING RECORDS**

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

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

**SECTION 22. PERSONAL LIABILITY**

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

**SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

**SECTION 24. NOTICES**

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

If to Contractor:

Bernards  
555 First Street  
San Fernando, CA 91340  
Attn: Rick Fochtman

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,  
Garcia, Hernandez, Sawhney & Bermudez LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

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

**SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

**SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

**SECTION 27. HEADINGS**

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

**SECTION 28. APPLICABLE LAW**

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

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

- 17 -

**SECTION 31. SEVERABILITY**

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

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

**SECTION 33. EXECUTION IN COUNTERPARTS**

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

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

**CONTRACTOR**

Bernards  
By: Rick Fochtman

By: Rick Falt  
Title: Executive Vice President  
Date: 8/29/2017

**THE DISTRICT**

Oxnard School District,  
a California school district  
By: Lisa A. Franz, Director, Purchasing

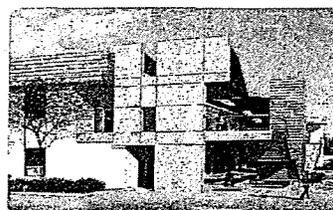
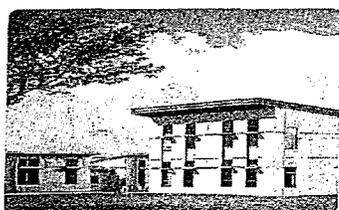
By: Lisa A. Franz  
Title: Director, Purchasing  
Date: 9-7-17

#17-117

**EXHIBIT A**

**Scope of Work (Plans & Specifications)**

**Marshall New Classroom Building**



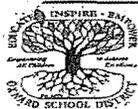
**100% Construction Documents Package**

Oxnard School District

October 4, 2016

*LFEB. 17. 2017  
DSA A# 03 - 114806*

**BINDER A**



Oxnard School District  
**Marshall New Classroom Building**  
2900 Thurgood Marshall Dr. Oxnard, CA 93036

**CSDA** | DESIGN GROUP

- 19 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

#17-117

## EXHIBIT A, continued

### BIDDING DOCUMENTS TABLE OF CONTENTS

#### VOLUME 1 of 2 (Not submitted to DSA)

##### DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 2150	List of Subcontractors
00 2400	Statement of Bidder's Qualifications
00 2600	Bid Bond
00 4000	Labor and Material Payment Bond
00 4100	Performance Bond
00 4150	Certificate of Worker's Compensation Insurance
00 5100	Background Check and Fingerprinting Procedures for Contractors
00 5300	Guarantee and Standard Forms
00 7000	General Conditions

##### DIVISION 1 -- 2 (Not Used)

##### Volume 2 of 2

##### DIVISION 03 - CONCRETE

03 1000	Concrete Forming Accessories
03 2000	Concrete Reinforcing
03 3000	Cast-In-Place Concrete

##### DIVISION 04 - MASONRY

04 2200	Concrete Unit Masonry
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##### DIVISION 05 - METALS

05 1200	Structural Steel Framing
05 5000	Metal Fabrications

##### DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 1000	Rough Carpentry
06 1733	Wood I-Joists
06 1813	Glued Laminated Beams
06 4000	Architectural Woodwork

TABLE OF CONTENTS

MARSHALL NEW CLASSROOM BUILDING

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

1093

## EXHIBIT A, continued

### DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 1326 Self Adhering Sheet Wang  
07 2100 Thermal Insulation  
074000 Metal Roof Panels  
075416 Polyvinyl Chloride (PVC) Roofing  
076000 Flashing Sheet Metal  
078400 Fire Stop and Smoke Seals  
079200 Joint Sealants

### DIVISION 08 - OPENINGS

08 1113 Hollow Metal Doors and Frames  
08 1416 Flush Wood Doors  
08 3116 Access Panels and Frames  
08 3613 Sectional Doors  
08 5113 Aluminum Windows  
08 7100 Door Hardware  
08 8000 Glazing

### DIVISION 09 - FINISHES

09 2200 Cement Plastering  
09 2900 Gypsum Board  
09 3013 Ceramic Tiling  
09 5123 Acoustical Tile Ceilings  
09 6513 Rubber Base  
09 6519 Resilient Tile Flooring  
09 9000 Paints and Coatings

### DIVISION 10 - SPECIALTIES

101400 Signage  
102113.17 Phenolic-Core Shower and Dressing Compartments  
102800 Toilet Accessories  
105200 Fire Extinguishers

### DIVISION 11 - EQUIPMENT

116800 Playfield Equipment and Structures

### TABLE OF CONTENTS

MARSHALL NEW CLASSROOM BUILDING

## EXHIBIT A, continued



**DIVISION 12 - FURNISHINGS**

- 12 2413 Roller Window Shades
- 12 3553 Manufactured Plastic-Laminate-Faced Casework

**DIVISION 13 (Not Used)**

**DIVISION 14 - CONVEYING EQUIPMENT**

- 14 2123 Machine-Room-Less Electric Traction Passenger Elevators

**DIVISION 15 – 20 (Not Used)**

**DIVISION 21 - FIRE SUPPRESSION**

- 21 1000 Fire Protection

**DIVISION 22 – PLUMBING**



- 22 0500 Basic Materials and Methods
- 22 0553 Identification
- 22 0700 Insulation
- 22 0800 Equipment and Systems Tests
- 22 1100 Domestic and Industrial Water Systems
- 22 1300 Drainage System
- 22 4000 Plumbing Fixtures

**DIVISION 23 – HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)**

- 23 0000 General Provisions
- 23 0513 Electric Motors and Controllers
- 23 0548 Vibration Isolation and Seismic Restraints
- 23 2500 Water Treatment
- 23 3100 Air Transmission and Distribution System
- 23 8000 Air Conditioning and Air Handling Equipment
- 23 9000 Building Management System

**DIVISION 24 – 25 (Not Used)**



**DIVISION 26 - ELECTRICAL**

- 26 0126 Inspection Test and Acceptance

TABLE OF CONTENTS

MARSHALL NEW CLASSROOM BUILDING

## EXHIBIT A, continued

26 0500	Common Work Results for Electrical
26 0513	Basic Electrical Materials and Methods
26 0519	Low-Voltage Wires (600 Volt AC)
26 0526	Grounding and Bonding
26 0533	Raceways and Boxes Fitting and Supports
26 0586	Motors and Drives
26 0800	Electrical Systems Commissioning
26 0923	Lighting Control Systems
26 1000	Service Entrance
26 2200	Low-Voltage Transformers
26 2413	Switchboards1000
26 2416	Panelboards and Signal Terminal Cabinets
26 2419	Motor Control Devices
26 5000	Lighting
26 5200	Emergency Power Systems

### DIVISION 27 - COMMUNICATIONS

27 0126	Test and Acceptance Requirements for Structured Cabling
27 1013	Structured Cabling
27 4113	Classroom Sound Enhancement System
27 5116	Public Address and Intercommunication Systems
27 5313	Clock and Program Systems

### DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 1600	Intrusion Detection System
28 3100	Fire Detection and Alarm System

### DIVISION 29 – 30 (Not Used)

### DIVISION 31 – EARTHWORK

31 1000	Site Clearing
31 2200	Grading
31 2316	Excavation and Fill Paving
31 2319	Excavation and Fill Structures
31 2323	Excavation and Fill Utilities
31 2326	Base Course

### TABLE OF CONTENTS

MARSHALL NEW CLASSROOM BUILDING

#17-117

## EXHIBIT A, continued

### DIVISION 32 – EXTERIOR IMPROVEMENTS



32 0117	Pavement Repair
32 1216	Asphalt Paving
32 1236	Seal for Bituminous Surfacing
32 1313	Site Concrete Work

### DIVISION 33 – SITE IMPROVEMENTS

33 1100	Site Water Distribution Utilities
33 3000	Site Sanitary Sewer Utilities
33 4000	Storm Drainage Utilities



TABLE OF CONTENTS  
MARSHALL NEW CLASSROOM BUILDING

- 24 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

1097

EXHIBIT A, continued

	<b>100% DISTRICT SUBMITTAL</b> <b>MARSHALL NEW CLASSROOM BUILDING</b> <small>2950 THURGOOD MARSHALL DR. OXNARD, CA 93036</small> <b>OXNARD SCHOOL DISTRICT</b>	<b>VOLUME I</b>
DSA FILE NO. 56-22	DSA APPLICATION NO. 03-116806	PTN NO. 72538-91

DRAWING INDEX

VOLUME I	VOLUME II	
<b>01- GENERAL</b> G-001 COVER SHEET, INDEX, SCOPE OF WORK, VICINITY MAP G-002 GENERAL NOTES, ABBREVIATIONS, SYMBOL LEGEND  G-003 FIRE LIFE SAFETY SITE PLAN G-004 ACCESSIBILITY SITE PLAN G-005 BUILDING CODE ANALYSIS G-006 SIGNAGE & FIRE EXTINGUISHER PLANS 6  <b>03-CIVIL</b> C-001 GENERAL NOTES C-002 LEGEND AND ABBREVIATIONS C-101 DEMOLITION PLAN C-102 DEMOLITION PLAN C-103 DEMOLITION PLAN C-201 SITE CONTROL PLAN C-202 SITE CONTROL PLAN C-203 SITE CONTROL PLAN C-204 STRIPING PLAN C-300 COMPOSITE GRADING PLAN C-301 ENLARGED GRADING PLAN C-302 ENLARGED GRADING PLAN C-303 GRADING SECTIONS C-304 GRADING SECTIONS C-401 SITE UTILITY PLAN C-402 SITE UTILITY PLAN C-403 SITE UTILITY PROFILE C-404 SITE UTILITY PROFILE C-701 MISCELLANEOUS DETAILS C-702 MISCELLANEOUS DETAILS C-703 MISCELLANEOUS DETAILS C-704 MISCELLANEOUS DETAILS 22  <b>04- LANDSCAPE</b> L-1 IRRIGATION PLAN L-2 PLANTING PLAN L-3 IRRIGATION & PLANTING DETAILS L-4 IRRIGATION & PLANTING SPECIFICATIONS 4  <b>05- STRUCTURAL</b> S-101 GENERAL NOTES S-101A GENERAL NOTES & ABBREVIATIONS S-211 FOUNDATION PLAN S-212 2ND FLOOR FRAMING PLAN S-213 ROOF FRAMING PLAN S-214 CANOPY ROOF FRAMING PLAN S-400 TYPICAL CONCRETE DETAILS S-400A TYPICAL CONCRETE DETAILS S-401 FOUNDATION DETAILS S-600 TYPICAL WOOD DETAILS S-600A TYPICAL WOOD DETAILS S-600B TYPICAL WOOD DETAILS S-600C TYPICAL WOOD DETAILS S-600D TYPICAL WOOD DETAILS S-800E WALL ELEVATION AND DETAILS S-800F WALL ELEVATION AND DETAILS S-700 FRAMING DETAILS S-700A ELEVATOR DETAILS S-700B STAIR PLANS & DETAILS 19	<b>06- ARCHITECTURAL</b> A-101 SITE PLAN A-102 ENLARGED SITE PLAN A-103 ENLARGED SITE PLAN A-104 SITE DETAILS A-105 SITE DETAILS  A-111 FIRST FLOOR PLAN A-112 SECOND FLOOR PLAN  A-121 FIRST FLOOR REFLECTED CEILING PLAN A-122 SECOND FLOOR REFLECTED CEILING PLAN  A-131 ROOF PLAN  A-210 EXTERIOR ELEVATIONS A-211 EXTERIOR ELEVATIONS  A-220 INTERIOR ELEVATIONS A-221 INTERIOR ELEVATIONS A-222 INTERIOR ELEVATIONS A-223 INTERIOR ELEVATIONS A-224 TOILET INTERIOR ELEVATIONS  A-310 BUILDING SECTIONS A-311 BUILDING SECTIONS  A-320 WALL SECTIONS A-321 WALL SECTIONS A-322 WALL SECTIONS  A-410 ENLARGED FLOOR PLANS A-411 ENLARGED FLOOR PLANS  A-420 VERTICAL CIRCULATION PLANS & SECTIONS A-421 VERTICAL CIRCULATION PLANS & SECTIONS  A-500 ROOF DETAILS A-501 ROOF DETAILS  A-510 EXTERIOR ENVELOPE DETAILS  A-520 WINDOW/DOOR DETAILS A-521 DOOR DETAILS  A-630 INTERIOR DETAILS A-631 INTERIOR DETAILS A-635 TOILET DETAILS  A-640 CEILING DETAILS  A-650 SIGNAGE DETAILS  A-660 STAIR DETAILS A-661 ELEVATOR DETAILS  A-670 CASEWORK DETAILS  A-610 DOOR SCHEDULE A-612 FINISH SCHEDULE  A-620 WALL TYPES 27	E-041 PANEL SCHEDULES E-050 ELECTRICAL DETAILS E-090 SIGNAL SYSTEM RISER DIAGRAMS E-101 SITE PLAN - ELECTRICAL E-102 ENLARGED SITE PLAN - ELECTRICAL E-201 FIRST FLOOR PLAN - LIGHTING E-202 FIRST FLOOR PLAN - POWER E-203 FIRST FLOOR PLAN - SIGNAL E-204 FIRST FLOOR PLAN - FIRE ALARM E-301 SECOND FLOOR PLAN - LIGHTING E-302 SECOND FLOOR PLAN - POWER E-303 SECOND FLOOR PLAN - SIGNAL E-304 SECOND FLOOR PLAN - FIRE ALARM E-401 ROOF PLAN - ELECTRICAL 29  <b>10- PLUMBING</b> P-001 LEGENDS, NOTES, AND SCHEDULES P-101 PLUMBING SITE PLAN P-111 FIRST FLOOR PLAN P-112 SECOND FLOOR PLAN P-131 ROOF PLAN P-411 ENLARGED FLOOR PLAN P-511 PLUMBING DETAILS 7  <b>11- FIRE PROTECTION</b> FP-001 SITE PLAN & NOTES FP-002 FIRST FLOOR PLAN FP-003 SECOND FLOOR PLAN FP-004 BUILDING SECTIONS FP-005 MISCELLANEOUS DETAILS 5 Grand total: 140

EXHIBIT A, continued

19  
Volume I total: 51

A - 001 WALL TYPES	
42	
08-MECHANICAL	
M-001	LEGENDS, NOTES, AND SCHEDULES
M-111	FIRST FLOOR PLAN
M-112	SECOND FLOOR PLAN
M-131	ROOF PLAN
M-510	MECHANICAL DETAILS
M-521	VIBRATION ISOLATOR DETAILS
M-601	ENERGY COMPLIANCE FORMS
M-602	ENERGY COMPLIANCE FORMS
M-603	ENERGY COMPLIANCE FORMS
9	
09-ELECTRICAL	
E-001	SYMBOL LIST, ABBREVIATIONS & NOTES
E-002	GENERAL ELECTRICAL NOTES
E-010	FIXTURE LIST & TITLE 24 CALCULATIONS
E-011	TITLE 24 CALCULATIONS - INDOOR LIGHTING
E-012	TITLE 24 CALCULATIONS - OUTDOOR LIGHTING
E-013	TITLE 24 CALCULATIONS - INDOOR LIGHTING
E-014	TITLE 24 CALCULATIONS - OUTDOOR LIGHTING
E-015	LIGHTING CONTROL INFORMATION
E-016	LIGHTING CONTROL INFORMATION
E-020	FIRE ALARM INFORMATION
E-021	FIRE ALARM CALCULATIONS
E-022	FIRE ALARM RISER DIAGRAM
E-030	SINGLE LINE DIAGRAM
E-031	SWITCHBOARD ELEVATIONS
E-040	PANEL SCHEDULES

# Exhibit B

Guaranteed Maximum Price (GMP)



**SCHEDULE OF VALUES**

Marshall Classroom Building  
 Oxnard School District  
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

**GMP**  
 July 20, 2017

	Description	Recommended Subcontractor	Amount
01570	Erosion Control	Socal Stormwater Runoff Solution	78,677
01730	Surveying	Michael Baker International	20,900
03200	Reinforcing Steel	Vista Steel	96,970
03300	Cast In Place Concrete	Santa Clarita Concrete	413,131
05120	Structural Steel & Misc. Metals	C.A. Buchen	294,133
05700	Ornamental Metals		w/ Struct Steel
06100	Rough Carpentry	JF Construction	1,067,965
06200	Millwork / Cabinetry / Countertops	Dennis Reeves Inc.	34,161
07140	Waterproofing / Traffic Coating	Systems WP	63,636
07200	Insulation	Alcal	47,851
07540	Roofing	Best Contracting	118,535
07600	Sheet Metal / Metal Roofing	Merit Metal Products	160,900
08100	Doors / Frames / Hardware	Construction Hardware	110,110
08800	Glass and Glazing	Santa Barbara Glass	114,087
09220	Plaster & Drywall	Church and Larsen	538,346
09300	Ceramic Tile	Silverado Tile	51,120
09510	Acoustical Ceilings & Wall Panels	Prime Acoustics	48,320
09650	Resilient Flooring and Carpet	Reliable Flooring	69,611
09900	Painting	Vanguard	102,192
10000	Building Specialties	Various	55,645
10110	Visual Display Boards	Nelson Adams Naco Inc.	148,359
10140	Signage	AGS	12,625
10280	Toilet Partitions / Bathroom Accessories	YTI Enterprises	29,000
12240	Window Shades	A1 Quality Blinds	10,000
	Final Cleaning	Commercial Const Cleaning	26,050
14200	Elevators	Republic Elevator	90,220
21000	Fire Sprinkler	J.G. Tate Fire Protection	143,456
22000	Plumbing	City Commerical	355,312
23000	HVAC	Sheldon Mechanical	366,968
26000	Electrical / Low Voltage	Taft Electric	1,177,480
31220	Demo, Earthwork and Site Clearing	Damar Const.	176,464
32122	Asphalt Paving	Onyx Paving	48,580
32131	Site Concrete	B&M Contractors	147,475
32800	Playground Surfaces & Equipment	SpectraTurf / Miracle Playground	100,262
32900	Landscape and Irrigation	Dufau Landscape	81,345



**SCHEDULE OF VALUES**

Marshall Classroom Building  
 Oxnard School District  
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**GMP**  
 July 20, 2017

Description		Recommended Subcontractor	Amount
33000	Site Utilities	Sam Hill & Sons	210,055
01000	Allowances		85,000
	Subguard	1.20%	80,339

<b>Subcontracted Direct Costs</b>			<b>\$ 6,775,280</b>
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	General Conditions		1,287,702
	General Requirements		3,250
	<b>Subtotal</b>		<b>8,066,232</b>

	Contractor Controlled Insurance Program	1.25%	100,828
	Builders Risk Insurance		By Owner
	General Contractor Bond	0.85%	69,420
	<b>Subtotal</b>		<b>8,236,479</b>

	Contractor Fee	5.00%	411,824
	<b>Subtotal</b>		<b>8,648,303</b>

	Contractor Contingency	4.00%	345,932
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<b>Total Contract Amount</b>			<b>\$ 8,994,236</b>
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## ALLOWANCES

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

**GMP**

July 20, 2017

Allowances Included in Proposal			
1	Natural gas service line.	\$	50,000
2	Furnish and install new Gate G assembly including hardware	\$	10,000
3	Temporary power during SCE electrical service switch-over in Summer of 2018.	\$	25,000
<b>TOTAL ALLOWANCES</b>		<b>\$</b>	<b>85,000</b>



**QUALIFICATIONS & ASSUMPTIONS**

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

**GMP**

July 20, 2017

The following items provide additional clarifications regarding the scope of work included in the Proposal:	
1	All Testing and inspection including shop inspection. All testing and inspection will be performed by the authority having jurisdiction or a third party hired by the owner.
2	GMP excludes all permanent connection or use fees by outside utility companies.
3	Settlement surveys of adjacent properties or utilities are excluded.
4	Owner's FFE items - GMP does not include furnishing, installation, unloading / hoisting or storage of Owner's FF&E.
5	Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see detail 4/A-541 (no sheet A-541 provided) at Elevators, is excluded.
6	Does not include Owner's mobile shelf units, rolling desks, or similar non-fixed furniture.
7	Natural gas service line to new building not shown on Site Utility Plan C-401,402,403,404 or P-sheets is not included, but is addressed by allowance.
8	Using Metal Sales Standing Seam roof in lieu of AEP Span Span-Lock per specifications.
9	Window blinds are not included at the sectional doors, only at the classroom windows even though they are not shown.
10	Epoxy grout is not included at ceramic tile.
11	Vapor emission treatment at concrete floors is not included.
12	TV brackets are OFCI. Televisions or monitors are not included.
13	Specification Section 23 25 00 - Water Treatment is excluded.
14	Hazardous or contaminated soils handling or removal, or removal of any existing underground tanks or appurtenances, is excluded.
15	No standing guard service is included for school site during the Edison rework of the main power. District to provide guard service.
16	Existing handball walls will be demolished (total of 5). GMP does not include any replacement of these ball walls.
17	GMP does not include any seal and re-stripe of existing asphalt play courts - not shown on plans.

### VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
		<b>Building</b>	
CCD	ARC.1	Replace 8'6"x13' sectional roll up doors with smaller sized aluminum glazed window frames and plaster walls	<p>JA to prepare elevation replace (10) sectional OH doors with windows in punched openings of a plaster wall and drywall wall</p> <p>Update 06/23/17: Sketched due 06/30/17</p> <p>Update 7/6/17: Sketches received from CSDA and circulated to subs for pricing. Requested responses by no later than 7/10/17.</p> <p>Update 7/18/17: Clarification to aluminum window type and glass type received from CSDA and subs have provided their proposals.</p>
CCD	ARC.2	Eliminate Smoke Containment doors at elevators, possibly not required	<p>JA to call FLS plan checker to determine if these can be eliminated.</p> <p>Update 06/23/17: CCD-A to delete smoke doors shall be prepared by 06/30/17 and submitted when DSA Box is set up.</p>
	ARC.3	Eliminate sliding markerboards, keep recessed wall space for mobile shelf units.	<p>After discussion with the team this part of the programmatic design which cannot be eliminated. TM to work with bidders on how to reduce the cost of the current design</p> <p>Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacting this programmatic element</p> <p>Update 7/6/17: Revised pricing received from Nelson Adams for sliding markerboards @ 6' in height, same widths as shown on interior elevations. VE credit combined with ARC.4</p> <p>Additional cost for painting exposed wall surfaces are combined with ARC.3</p>
	ARC.4	Decrease size of floor to ceiling markerboard and tackboard surfaces	<p>JA to prepare revised elevation to reduce the height of the wall mounted markerboards and acoustical tackboard</p> <p>Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacted this programmatic element</p> <p>Update 7/6/17: Revised pricing received for wall markerboards @ 6' in height, same widths as shown on interior elevations. VE credit combined with ARC.3</p> <p>Additional cost for painting exposed wall surfaces are combined with ARC.3.</p> <p>Update 7/7/17: Jeremy C. provided clarification that sliding markerboards will not change in size. Carl will follow up with Nelson Adams to revise their VE proposal based on this information.</p> <p>Update 7/18/17: Revised pricing received from Nelson Adams. All sliding markerboards remain full height as shown on the drawings, wall markerboards and tackboards will become 6' in height.</p>
	ARC.5	Eliminate acoustical wall panels in upper clerestory areas	<p>JA to revise RCP to delete acoustical wall panels in upper clerestory. JA to incorporate use of acoustical ceiling panels on vertical surfaces.</p> <p>Update 06/23/17: SB directed JA to delete acoustical wall panels in the clerestory walls. TM to confirm \$30K saving</p> <p>Update 7/6/17: Credit provided for deleting these panels in the clerestory wall areas. Additional cost for painting exposed wall surfaces are also provided.</p>
	ARC.6	Eliminate wall tile behind lockers in Rooms 111 & 114.	<p>After discussion with the team it was determined that all tile will be eliminated from the scope of work in the changing rooms. See ARC.18 below</p>
	ARC.7	Lower height of wainscot tile in restrooms to 4' high	<p>RS to provide pricing for proposed revision</p> <p>Update 06/23/17: Pricing for credit received from Silverado Tile.</p>
	ARC.8	Eliminate floor tile in Toilet and changing rooms. Replace with a sealed concrete finish.	<p>See ARC 18 below</p>

**VALUE ENGINEERING COST TRACKING LOG**

Marshall Classroom Building

Oxnard School District

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July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.9	Replace entire roof with hot mop- Roofing VE Items	RS to provide pricing for hot mop roof through out the project. Update 06/23/17: TM working with Best Interior to develop a value engineering package that retains the existing design. Update 7/6/17: CM has discussed potential VE items with Best, including use of a lighter gauge standing seam roofing material. Update 7/18/17: Use of a lighter gauge standing seam roofing material is not acceptable to CSDA. Best Contracting looked again at their number and submitted a credit amount.
CCD	ARC.10	Use standard Hydraulic elevators in lieu of MRL elevator	JA to provide revised design for using a jack less hydraulic elevator Update 06/23/17: SB directed team to pursue the hydraulic elevator. TM to forward shop drawing for hydraulic elevator to JA for coordination with designed structure for the shaft and equipment room Update 7/6/17: Republic Elevator has provided drawings for space requirements of the elevator shaft and machine room. CSDA has reviewed and indicates that required space requirements will work within current designed structure.
	ARC.11	Delete energy management system.	RS to obtain credit to delete EMS in it entirety Update 06/23/17: Sheldon provided credit.
	ARC.12	Delete fire department ladders	JA to call fire marshal to understand requirement of exterior fire ladders Update 06/23/17: JA and TM to visit fire department to delete exterior ladders for building and elevator tower Update 7/6/17: Per Jose/CSDA the exterior ladders as shown on G-003 will not be required based on discussion with the local fire department.
CCD	ARC.13	Delete framing at elevator opening smoke doors.	SB accepted deletion. Finalize credit to GMP.
CCD	ARC.14	Delete hand dryers	SB accepted deletion. Finalize credit to GMP JA to revise specifications to include paper towel dispensers Update 06/23/17: Paper towel dispensers shall OFCI.
CCD	ARC.15	Revise Guardrail Detail	JA to review design of handrail detail and revise to simplify and reduce cost. Also see ARC.19 below Update 06/23/17:CA Buchen provided revised design for guardrails which was accepted by SB and JA. Credit provided by CA Buchen.
	ARC.16	Use thinset in lieu of mortar set tile	After discussion with the team it was determined that the mortar bed would be deleted at 1st and 2nd floor restrooms and that the tile would be thinset. Need to add the sloping of floor to drains. RB to provide pricing Update 06/23/17: Credit provided by Silverado.
CCD	ARC.17	Remove 2nd floor canopy over walkways	JA to review the shading study and determine if a portion of the walkway cover can be reduced Update 06/23/17: Still pending structural engineer response. JA to follow on 06/26/17 Update 7/6/17: Jose/CSDA has been working with the structural engineer for drawings/details in order for Bernards to request subcontractor pricing. Update 7/18/17: The structural engineer provided drawings on 7/18/17 for subs to review and provide pricing.
	ARC.18	Delete all tile from change rooms and provide painted walls and resilient tile with rubber base	RS to provide pricing for proposed revisions. Update 06/23/17:Credit provided by Silverado.
	ARC.19	Delete galvanized finish for stairs, guardrails and handrails and provide zinc primer with paint finish	RS to provide pricing for proposed revisions. Update 06/23/17: Steel contractor stated the is no cost difference with zinc coating and galvanizing.

### VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.20	Delete requirement of waterproof wrap around building	JA to review specification to determine what is required and RS to reach out to plaster subcontractors to determine what is included Update 06/23/17: TM got price to wrap the first 5 feet of the building.
	ARC.21	Delete drywall soffit at high ceiling and provide T-Bar and acoustical tile.	JA to prepare sketch of proposed T-Bar soffit for final pricing Update 7/6/17: Jose/CSDA has rejected this potential VE item.
	ARC.22	Revise operable windows to fixed windows	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable.
	ARC.23	Flush Aluminum Windows with Exterior wall	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable. JA to revise detail for window install. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again. Window width is now 4 1/2" but still held to outside with return on inside of wall.
	ARC.24	HVAC VE Items	Meeting with CFW, Bernards and Sheldon Mechanical to discuss potential VE items. Items include deduct for standalone control system vs. DDC control system, deduct to change side discharge rooftop units to down shot, deduct to change ductwork from rectangular to round and added cost to install copper coils on rooftop units. Update 7/7/17: The copper fin added cost has been rejected. The (3) credit items are still under consideration. Jose A. to follow up with mechanical engineer to question why his response to down shot roof top units will not work. Update 7/18/17: Mechanical engineer has rejected the proposed down shot type units due to space limitations. Credits for standalone control system and use of round ducts will be accepted.
	ARC.25	Electrical VE Items	Taft Electric has been contacted regarding potential VE items and have submitted the following; Deduct for alternate light fixture package using a different manufacturer, deduct for use of MC cables for all branch circuits in lieu of flex conduit, deduct for use of aluminum brass in lieu of copper on all switchgear, deduct for use of native soil in lieu of concrete backfill at ductbanks. The Electrical Engineer has reviewed and provided a response, to be reviewed further with CFW & CSDA. Update 7/7/17: After reviewing the electrical VE items it was determined to still pursue the potential cost savings of an alternate lighting package and also request a cost savings number for use of slurry backfill in ductbank trenches. Update 7/18/17: Potential cost savings for the alternate lighting package is acceptable. Taft Electric confirmed no savings for use of slurry backfill in ductbank trenches.

**VALUE ENGINEERING COST TRACKING LOG**

Marshall Classroom Building

Oxnard School District

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July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.26	Door Hardware Savings (hinges, etc.)	Scott B. requested a door hardware cost savings for use of butt hinges instead of the specified continuous hinges. Scott will forward a copy of District hardware standards to Carl for discussion with the subcontractor for any potential savings.
	ARC.27	Plumbing VE Savings	Carl M. will contact the low bid plumbing subcontractor to discuss any potential cost saving items.
	SIT.1	Eliminate construction of (5) CIP concrete seat benches, District to provide benches	SB accepted deletion. Finalize credit to GMP Update 7/6/17: Credit for deleted concrete benches requested from subcontractor. Update 7/18/17: Credit proposal received from subcontractor.
	SIT.2	Remove PCC Pavers and concrete sub-slab for pavers, leave existing AC paving.	SB accepted deletion. Finalize credit to GMP Update 7/6/17: Credit for deleted concrete pavers and sub slab requested from subcontractor. Update 7/18/17: Credit proposal received from subcontractor.
CCD	SIT.3	Remove raised planter walls - concrete, rebar, waterproofing and landscaping & irrigation	After discussion it was determined to eliminate all raised planters but retain all landscaping at grade. RS to finalize credit for deletion of raised planters JA to provide revised design for landscaping at grade for pricing Update 7/18/17: Credit proposal received from subcontractors for deleted raised planters. Revised landscape drawings not provided, no change in cost proposed for landscaping at planters.
CCD	SIT.4	Remove concrete mow strip, replace with natural grass	JA to review with DSA the need to 6' mow strip with plan checker Update 06/23/17: JA to submit CCD to delete 6' mow strip Update 7/6/17: Pricing has been requested from subcontractor for revising mow strip from 60" to 12" wide. Update 7/18/17: Credit proposal received from subcontractor.
	SIT.5	Delete gravity wall, use curb	JA to review with Civil if gravity wall can be deleted. This would me budget funds to delete the demolition of the ball walls could be removed. Update 06/23/17: JA to confirm with civil engineer that gravity wall can be deleted. Update 7/7/17: This potential VE item has now been rejected.
	SIT.6	Delete perimeter curb & 4" CAB w/ geo fabric at rubber play surface, install rubber surfacing	Rejected
	SIT.7	Delete site concrete mock-up	SB accepted deletion. Finalize credit to GMP
	SIT.8	Reduce cost reconstruction at new electrical service	JA to have civil engineer provide demo and construction for new electrical service. Update 7/6/17: Site photos of the area for SCE work and approximate electrical underground pathway back to the electrical room have been provided to CSDA for use by Civil Engineer. Update 7/7/17: Carl M. will go back into the GMP and verify if there are still potential costs available. Update 7/18/17: After reviewing costs again with estimators, a cost savings was determined.



**VALUE ENGINEERING COST TRACKING LOG**

Marshall Classroom Building

Oxnard School District

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July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	SIT.9	Gas Line Revisions	<p>Meeting with Gas Company and Engineer to resolve missing gas design took place on 6/26/17 with the So Cal Gas representative. The rep is currently investigating in house on pipe capacity and meter and will report back to Team. There is the possibility that the meter will need to be upsized, which will be a cost to the School District.</p> <p>Update 7/7/17: Jose A. will request that plumbing engineer contact the Gas Co. rep to receive information in order to make final decision.</p> <p>Update 7/18/17: The Gas Company representative has been contacted by Bernards on numerous occasions for an update with no response. CSDA's plumbing engineer is also awaiting a return call. With no clear response to date from Gas Co. this potential VE credit will be rejected. The 50K allowance will continue to be carried in the GMP.</p>

Bid Evaluation Report



Erosion Control	Marshall Classroom Building		Job Number	1641
	Subcontractors		Bid Date	6/7/2017
Description	Whitson CM / Bernards	Social Stormwater Runoff Solution	Date Printed	7/27/2017
Base Bid	See below	See below		
Spec # : 312500	Included	Included		
Bond Rate (if required)				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included		
Bid Good for 60 Days				
Prevailing Wage	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A		
<b>Storm Water Compliance</b>				
"Due to the project being under 1 acre this project is not subject to the State CGP"	1,200	520		
Provide project related Water Pollution Control Program (WPCP) by Qualified developer	Included	Included		
Development of project specific Best Management Practices (BMP's)	Included	Included		
Development of erosion control plan for inclusion in WPCP	Included	Included		
<b>SWPPP (QSP/QSD) Services</b>				
Qualified SWPPP Practitioner QSP conduct weekly site inspections, photos, document, etc	18,720	10,400		
Rate per week for monitoring	\$360/wk	\$200/visit		
Keep records & documents updated	Included	Included		
Provide recommendations for reqs of BMP upkeep & maintenance (but won't do the work)	Included	Included		
Electronically file all data for Permit documents as required	Included	Included		
Pre/During/Post Rain-Event Visual Inspections	4,320	2,640		
Rate per week/visit for monitoring the rain monitoring	\$360/wk	\$220/visit		
<b>Erosion Control - No Plans Provided</b>				
Silt Fencing at perimeter of sites	21,402	21,402		
Fiber Rolls at perimeter of existing parking lot rework - A-102	Included	Included		
Fiber Rolls at new school addition perimeter - G-003	Included	Included		
Fiber Rolls at new playground area perimeter - G-003	Included	Included		
Construction Entrances	Included	Included		

Bid Evaluation Report



**Erosion Control**

**Marshall Classroom Building**

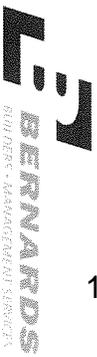
**Subcontractors**

Job Number 1641

Bid Date 6/7/2017

Date Printed 7/27/2017

Description	Whitson CM / Bernards	Social Stormwater Runoff Solution	Subcontractors			
			Amount			
Storm Drain Inlet Protection	Included	Included				
SWPPP & BMP Implementation	Included	Included				
SWPPP & BMP Implementation - Removal at completion of project	Included	Included				
QSP Monitoring	See below	See below				
Laydown/Trailer Area Erosion Control:	20,985	20,985				
Fiber Rolls at perimeter of existing grass field for trailer/parking/laydown/storage use during construction	Included	Included				
Geofabric over the grass, rock surface	Included	Included				
Removal of above at project completion	Included	Included				
<b>Temporary Construction Fencing &amp; Gates - Bernards</b>	22,730	22,730				
Temp Fencing at existing parking lot rework, 1-side use existing fencing along the creek - A-102, install, maintain, removal	Included	Included				
Temp Fencing at new school addition perimeter - G-003	Included	Included				
Temp Fencing at new playground area perimeter - G-003	Included	Included				
Gates	Included	Included				
<b>TOTALS</b>	<b>89,357</b>	<b>78,677</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Social Stormwater Runoff Solution</b>	<b>78,677</b>					



Bid Evaluation Report

Surveying

Marshall Classroom Building

Subcontractors

Description	Adkan Engineers	Brenner & Carpenter	Hunsaker & Associates	MNS Engineers	Job Number	1641
					Date Printed	7/27/2017
					Bid Date	6/7/2017
					Michael Baker International	Stantec
Base Bid	22,000	25,000	60,400	17,055	8,900	39,950
Spec #: 00700 - General Conditions	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	N/A	N/A	N/A	N/A	N/A	N/A
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
<b>Set-up</b>	Included	Included	Included	Included	Included	Included
Travel Costs	Included	Included	Included	Included	Included	Included
Horizontal Control	Included	Included	Included	Included	Included	Included
Survey Boundary Map	Included	Included	Included	Included	Included	Included
<b>Excavation</b>	Included	Included	Included	Included	Included	Included
Rough Grade Staking	Included	Included	Included	Included	Included	Included
Blueprint Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	Included
Gridlines at Elevator & Exterior Stairs	Included	Included	Included	Included	Included	Included
<b>Buildings</b>	Included	Included	Included	Included	Included	Included
Building Corner Stakes (All Bids)	Included	Included	Included	Included	Included	Included
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, Natural Gas and Permanent Electrical Service	Included	Included	Included	Included	Included	Included
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	Included
<b>Site</b>	Included	Included	Included	Included	Included	Included
Stakes for Sanitary Sewer, Storm Drain, Natural Gas and Domestic Fire & Domestic Water	Included	Included	Included	Included	Included	Included
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	Included	Included	Included	Included	Included	Included
Line Stakes for demo/saw cut of asphalt at existing northeast parking lot. Provide markings for new parking stalls.	Included	Included	Included	Included	Included	Included
Line and grade stakes for rubberized playground area	Included	Included	Included	Included	Included	Included
1-person survey crew rate per hour	\$185/hr		\$192/hr	\$180/hr	Included	Included
2-person survey crew rate per hour	\$260/hr		\$234/hr	\$260/hr		
	5,000	2,000		6,667	12,000	
<b>TOTALS</b>	<b>27,000</b>	<b>27,000</b>	<b>60,400</b>	<b>23,722</b>	<b>20,900</b>	<b>39,950</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Michael Baker International</b>	<b>20,900</b>					

Bid Evaluation Report



Reinforcing Steel

Marshall Classroom Building

Subcontractors

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	Upland Contracting		Vista Steel		Subcontractors		Job Number	Bid Date	Date Printed
Base Bid									
Spec # : 032000	85,814	Included	83,445	Included					
Bond Rate (if required)									
Furnished, Installed, FOB Jobsite, Tax Included									
Plans and Specs Dated: 1/28/2016 & 10/4/2016									
Acknowledgment of RFIs 1-75 dated 6.5.17									
Bid Good for 60 Days									
Prevailing Wage									
Pregualified per Oxnard School District Standards									
Attachment C Acknowledgement									
<b>Rebar</b>									
New Classroom Addition Building per Structural, Architectural & Civil sheets									
Rebar for Footings									
Rebar for Spread Footings									
Rebar for Column Footings									
Rebar for Stair Footings									
Rebar for Pad Footings									
Rebar for Elevator Pit									
Rebar for Slab on Grade									
Hoisting as Required									
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8', build them sim to right side of det 6/S-401	5,000		5,000						
Site Concrete Reinforcing	24,486		12,025						
Paving, curbs, seat walls, planter walls									
Site curbs FOB jobsite									
SIT.3									
<b>TOTALS</b>	<b>111,800</b>		<b>96,970</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Recommendation:</b>	<b>Amount</b>								
<b>Vista Steel</b>	<b>96,970</b>								



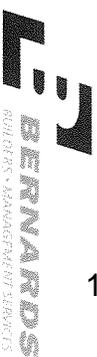
Bid Evaluation Report

Building Concrete

Marshall Classroom Building

Subcontractors

Description	Barcelo Construction		Santa Clarita Concrete		Job Number	Bid Date	Date Printed
	Construction		Concrete				
Base Bid	386,879		395,600		1641	6/7/2017	7/27/2017
Spec #: 03 1000 - Concrete Forming Accessories	Included		Included				
Spec #: 03 2000 - Concrete Reinforcing	Included		Included				
Spec #: 03 3000 - Cast-In-Place Concrete	Included		Included				
Bond Rate (if required)			Bond @ 1%				
Furnished, Installed, FOB Jobsite, Tax Included	Included		Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included		Included				
Acknowledgment of RFIs 1-75 dated 6.5.17	Included		Included				
Bid Good for 60 Days	90 Days		30 Days				
Prevailing Wage	Included		Included				
Prequalified per Oxnard School District Standards	N/A		N/A				
Attachment C Acknowledgement	N/A		N/A				
<b>Structural Concrete</b>	Included		Included				
Typical SOG Underlayment Detail 14/S-400A:	Included		Included				
4" layer crushed rocks Subbase over prepared subgrade	Included		Included				
Base - 2" Sand Fill over crushed rock	Included		Included				
15 mil. Vapor Barrier by Stego Ind. Over sand	Included		Included				
5" SOG	Included		Included				
Reinforcing steel furnish & install, included w/ CIP concrete bid	Excluded		Excluded				
Reinforcing steel furnish & install, separate Rebar Bid	w/ Rebar		w/ Rebar				
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - S-401	Included		Included				
Spread Footings per Schedule on Foundation Pages S-401,402,403 (WF-1, WF-2 & F3)	Included		Included				
24" X 18" Conc Footing at Stairs per 1/S-700B	Included		Included				
Tie Rod Brace detail and concrete blockout at Baseplates - 3/S-700B	Included		Included				
1-6" thk Mat slab at Elevator Pit per 12/S-700A	Included		Included				
Elevator Pit wall 10" thk per 12/S-700B	Included		Included				
Site Control Plan C-201							
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401, are part of the building construction	30,000		Included				
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	30,000		26,600				
Install Guiderail baseplates per 16/S-700B	Included		Included				
Lt Wt Concrete Fill at Balconies & Classrooms on 2nd Floor per Note 7A & 7B/S212 - 1-1/2" twt concrete topping	Included		Included				



Bid Evaluation Report

**Building Concrete**

**Marshall Classroom Building**

Subcontractors

Description	Barcelo Construction		Santa Clarita Concrete		Job Number	Bid Date	Date Printed
	Included	6,500	Included	2,500			
SCC: Deck to be poured prior to construction of walls, otherwise add for another pump system & hoseman to place concrete	Included	6,500			1641	6/7/2017	7/27/2017
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S-700B	Included		Included				
Balco Stair Strips per keynote 05.03 sheet A-420 & detail 11/A-560	2,500		2,500				
2" contrasting strip, abrasive strip	Included		Included				
6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	Included		Included				
Depressed slabs at restrooms for ceramic tile work, not shown properly	Included		Included				
Trench Drain concrete basin per 4/S-400A	w/ Site Utilities		w/ Site Utilities				
Other Items:	Included		Included				
All Reinforcing Steel for your work	w/ Rebar		w/ Rebar				
Dewatering as Required	Included		Included				
Setting Anchor Bolt Templates	Included		Included				
Safety walk and progressive cleanup	4,640		4,640				
Curing and Sealing Compounds per Specs as Required	Included		Included				
Drypacking baseplates	1,000		Included				
Base plates for Round HSS and Square HSS per 18/S-401	Included		Included				
Clean up to debris bins	5,100		5,100				
Wash Out Bins	2,500		2,500				
Depressed floors at 1st floor RR's (include, they aren't shown) for ceramic tile install	5,000		5,000				
Spoils removal	approx 325cy		approx 325cy				
SIT.3	(8,700)		(8,709)				
SIT.3	(30,000)		(26,600)				
<b>TOTALS</b>	<b>428,919</b>		<b>413,131</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>						
<b>Santa Clarita Concrete</b>	<b>413,131</b>						



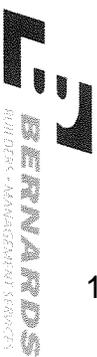
Bid Evaluation Report

**Structural Steel**

**Marshall Classroom Building**

**Subcontractors**

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	See below	See below	See below	No Bid		
Spec #: 05 1200 - Structural Steel Framing	Included	Included	Included			
Spec #: 05 5000 - Metal Fabrications	Included	Included	Included			
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	14 Days	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
<b>Structural Steel</b>						
New Classroom Building	165,450	234,955	304,688			
HSS Steel Columns, C1, C2, C3, C4 & C5 on First & Second Levels -5" round, 5x5 7x5, 10x8, & 7x7	Included	Included	Included			
HSS Beams at 1st & 2nd floors per floor plans	Included	Included	Included			
HSS Beams at Elevator - 3 each HSS 12x4 tubes per sketch in RFI #3	Included	Included	Included			
Include added 3rd steel column	7,500	7,500	7,500			
HSS Columns & beams at wall elevation S-600E & 19R20/S-600F	Included	Included	Included			
HSS columns in stud walls to have welded studs - 13/S-700	Included	Included	Included			
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included	Included			
"W" Steel Beams at Elevator - 1/S-700A & 17/S-700A	Included	Included	Included			
Beam to Beam Connection Schedule & details 1/S-700A	Included	Included	Included			
Double angle braces & gusset plate at HSS column at roof transitions 17/S-600D	Included	Included	Included			
1/2" thk x 5" w plate at roof transitions 17/S-600D & 20/S-600E	Included	Included	Included			
Safety Cable Railing as Required - Install, maintain, removal & return to steel sub	3,250	3,250	3,250			
FOB Anchor Bolts/ Templates for Own Work	Included	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included	Included			
Safety walk and progressive cleanup	3,093	3,093	3,093			
Hoisting for All Work	Included	Included	Included			
<b>Steel Stairs</b>						
Galvanized	122,090	Included	Included			



Bid Evaluation Report

Structural Steel

Marshall Classroom Building

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	Subcontractors				ACSS		
	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.				
Stairs 1 & 2 at New Classroom Bldg - S-211,212 & S-700B	Included	Included	Included				
Steel Stairs (Pan Filled Concrete) - A-420	Included	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included	Included				
Conc Nosing at Stairs - included w/ the stairs?	1,250	Included	Included				
Stair Railings and Stair Guardrails	Included	Included	Included				
1-1/2" Handrail Both Sides	Included	Included	Included				
Guardrail at Midlandings	Included	Included	Included				
Guardrail at Top of Stairs	Included	Included	Included				
Stair 1 - 12/S700B	Included	Included	Included				
Stair 2 - 11/S700B	Included	Included	Included				
<b>Railings &amp; Guardrails</b>	Included	132,560	Included	100,000			
2nd Floor New Classroom Bldg - S-212 & 8/S-6001/S-600D	Included	Included	Included				
Deck guardrail detail - HSS2-1/2x2-1/2x3/16 at 4'oc	Included	Included	Included				
Arch drawing sheet A-112, note 5.33, see 15/A-560	Included	Included	Included				
Steel posts & plate top rails, w/ baseplates 8/S-600	Included	Included	Included				
Railing to have a Prefab panel per 10/A-560	Orsogril	Included	Included				
Prefab Panel Elevation detail - 7/A-560	Included	Included	Included				
Railing Inserts per detail 2.3/A-560 - shows 2x1 rect mesh 11 ga galv panel	Included	Included	Included				
Railing Inserts per Spec is diamond mesh	Excluded	Excluded	Excluded				
<b>Misc. Metal</b>	Included	Included	Included				
Steel plate continuous across hoistway ground fl - 5/A-561	2,500	Included	2,500				
Steel plate continuous across hoistway 2nd fl- 7/A-561	2,500	Included	2,500				
Pit ladder 13/A-561, notes states by Elev Mfr, but needs to be w Steel	Included	3,000	Included				
HSS at Canopy connections - 19,20/S-600F	Included	Included	Included				
Elevator Sill Angle & Threshold	Included	Included	Included				
Roof Access Ladders in Electrical rm 206 - A-112, 10/A-500	Included	Included	Included				
Steel ladder mounted to wall mtg all OSHA requirements	Included	Included	Included				
<b>Site</b>	Included	Included	Included				
Steel Bollards at New Electrical Transformer, FOB jobsite, 1/E-102	500	4,000	4,000				
Steel Bollards at New DDCV Assembly, FOB jobsite, C-401 (not shown, include 8 each)	500	4,000	4,000				

Bid Evaluation Report



**Structural Steel**

**Marshall Classroom Building**

Job Number **1641**  
 Bid Date **6/7/2017**  
 Date Printed **7/27/2017**

Description	Subcontractors				ACSS	Job Number	Bid Date	Date Printed
	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.					
Fire Department Access Ladder, shown on FLS/Site Plan near grid D&2 SW side - G-003, galvanized	7,500	6,500	7,500					
Fire Department Access Ladder, shown on FLS/Site Plan near grid K&11 near elevator - G-003, galvanized	7,500	6,500	7,500					
ARC.12	(15,000)	(13,000)	(15,000)					
ARC.15	(14,500)	(14,000)	(14,000)					
<b>TOTALS</b>	<b>294,133</b>	<b>378,358</b>	<b>417,531</b>	<b>0</b>		<b>0</b>		<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>							
<b>C.A. Buchen</b>	<b>294,133</b>							



Bid Evaluation Report

Rough Carpentry

Marshall Classroom Building

Subcontractors

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors			
	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem
Base Bid	1,244,000	997,037	922,861	1,156,000
Spec #: 06 1000 - Rough Carpentry	Included	Included	Included	Included
Spec #: 06 1733 - Wood I-Joists	Included	Included	Included	Included
Spec #: 06 1813 - Glue Laminated Beams	Included	Included	Included	Included
Bond Rate (if required)	Bond at 2%	Bond at 2%	Bond at 2%	Bond at 2%
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	30 days
Bid Good for 60 Days	Included	Included	Included	Included
Prevailing Wage	N/A	N/A	N/A	N/A
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A
<b>Rough Framing</b>				
Wall Types Sheet - A-620	Included	Included	Included	Included
Plywood Shear Wall Schedule - S-600	Included	Included	Included	Included
Plywood Sheathing as Shown on Wall Types	Included	Included	Included	Included
Prefabricated plywood web joists "I" Joists per spec section	Included	Included	Included	Included
Open Web Trusses, I-Joists, LVL per Schedule 4/S-600F	Included	Included	Included	Included
MFR - TrussJoist, Red Built or equal	Included	Included	Included	Included
Glue-Laminated Beams & Struc Eng. Beams per spec section	Included	Included	Included	Included
Simpson HDW as Scheduled	Included	Included	Included	Included
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details	7,551	7,551	7,551	7,551
Hold Down Schedule 20/S-600	Included	Included	Included	Included
Anchor Rod Schedule - 17/S-401	Included	Included	Included	Included
Mechanical Platforms at Roof 3&5B/S-700B	Included	Included	Included	Included
Wall Framing - 2x4, 2x6, 2x8	Included	Included	Included	Included
Wood Backing for All Wall Items - Millwork, TV's, Marker/Trackboards, Handrails, M.E.P.	Included	Included	Included	Included
Plywood Backboards - Electrical / Low Voltage	3,200	3,200	3,200	3,200
Wood Nailers at Roof Parapet Coping - 2/A-500	Included	Included	Included	Included
Safety Railing as Required at 2nd Floor	5,000	5,000	5,000	5,000
Plywood Floor Sheathing - 19/S-600C	Included	Included	Included	Included
Plywood Roof Sheathing - 19/S600C	Included	Included	Included	Included
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as shown on S-600	Included	Included	Included	Included
Flooring & Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included
1/2" Plywood at Plaster Pilasters	Included	Included	Included	Included



Bid Evaluation Report

Rough Carpentry

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem			
Exterior Plywood at Underside of Roof Overhang per 9/A-501	Included	Included	Included	Included	1641	6/7/2017	
Install Pipe Columns per details 2,5,6/S-600D - coordinate w/ Steel sub	Included	Included	Included	Included		7/27/2017	
Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included			
Roof Crickets per A-131 - should be w/ roofing, use tapered Insul	Excluded	Excluded	Excluded	Excluded			
Safety walk and progressive cleanup	9,280	9,280	9,280	9,280			
Framing for all recessed items FEC's, etc.	Included	Included	Included	Included			
Blocking & backing for ceilings & duct supports, unknown locations	6,400	6,400	6,400	6,400			
Blocking & backing for roof ladders	600	600	600	600			
Depressed floors at 2nd floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000	5,000	5,000			
Framing for doors heads & jambs at elevator smoke containment door assembly	4,000	4,000	4,000	4,000			
Fire Treated Lumber	Included	Included	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included	Included	Included			
Hoisting for your work	Included	Included	Included	Included			
All Required Caulking and Sealants for your work	Included	Included	Included	Included			
Scaffolding for Own Work	Included	Included	Included	Included			
Clean-up into your dumpsters	17,000	17,000	17,000	17,000			
Temporary Stairs & ramps	3,000	3,000	3,000	3,000			
Small tools & equipment	3,500	3,500	3,500	3,500			
Security guard	40,200	40,200	40,200	40,200			
Site Security/Alarm/Camera systems	15,477	15,477	15,477	15,477			
ARC.1	9,500	9,500	9,417	9,500			
ARC.13	(4,000)	(4,000)	(4,000)	(4,000)			
ARC.17	(30,000)	(30,000)	(30,521)	(30,000)			
Budget for Lumber Cost Increase	65,000	50,000	50,000	50,000			
<b>TOTALS</b>	<b>1,404,708</b>	<b>1,142,745</b>	<b>1,067,965</b>	<b>1,301,708</b>	<b>0</b>	<b>0</b>	
<b>Recommendation:</b>	<b>Amount</b>						
<b>JF Construction</b>	<b>1,067,965</b>						

Bid Evaluation Report



**Cabinets / Millwork**

**Marshall Classroom Building**

**Subcontractors**

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors				Dennis Reeves Inc.	Stolo Cab.
	Bristol Omega	ICI Millwork	K & Z Cabinet			
Base Bid	47,900	36,107	42,290		34,161	35,270
Spec # : 06 4000 - Architectural Woodwork	Included	Included	Included		Included	Included
Spec # : 12 3553 - Manufactured Plastic-Laminate-Faced Casework	Included	Included	Included		Included	Included
Bond Rate (if required)					Bond at 2.5%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included		Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included		Included	Included
Bid Good for 60 Days	90 days	90 days	60 days		60 days	45 days
Prevailing Wage	Included	Included	Included		Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A		N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A		N/A	N/A
<b>Millwork</b>						
Lower Cabinets with Hardware	Included	Included	Included		Included	Included
Upper Cabinets with Hardware & Locks on all doors per RFI #	Included	Included	Included		Included	Included
Plastic Laminate Finish	Included	Included	Included		Included	Included
Plastic Laminate Countertops	Included	Included	Included		Included	Included
Plastic Laminate Backsplash	Included	Included	Included		Included	Included
Enlarged Floor Plans - A-410	Included	Included	Included		Included	Included
Casework details per A-570	Included	Included	Included		Included	Included
Include the back panel fastening per 2/A-570	Included	Included	Included		Included	Included
Include the Cont 2-1/2"x2-1/2" x 16 ga bent sheet metal angle anchorage - 6/A-570	Included	Included	Included		Included	Included
Typical Classroom per 1/A-410	Included	Included	Included		Included	Included
Casework & Counters	Included	Included	Included		Included	Included
Rms - 101, 102, 103, 104	Included	Included	Included		Included	Included
Rms - 201, 202, 203, 204, 207	Included	Included	Included		Included	Included
Typical Science Classroom per 2/A-410	Included	Included	Included		Included	Included
Casework & Counters	Included	Included	Included		Included	Included
Rms - 107, 109	Included	Included	Included		Included	Included
Performing Arts Lab per 3/A-410	Included	Included	Included		Included	Included
Casework & Counters	Included	Included	Included		Included	Included
Rms - 208	Included	Included	Included		Included	Included
Locker Room Benches	Included	w/ Lockers	w/ Lockers		w/ Lockers	w/ Lockers
<b>FRP Panels</b>						
	Excluded	Excluded	Excluded		Excluded	Excluded
<b>TOTALS</b>	<b>47,900</b>	<b>36,107</b>	<b>42,290</b>		<b>34,161</b>	<b>35,270</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Dennis Reeves Inc.</b>	<b>34,161</b>					

Bid Evaluation Report



**Waterproofing**

**Marshall Classroom Building**

**Subcontractors**

Description	Systems WP	Proulx	Santa Barbara Surfacing	Letner	Job Number	1641
					Patriot Contracting	Paul Wolff
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	See below	See below	See below	See below	83,560	Incomplete
Spec #: 07 1326 - Self Adhering Sheet Waterproofing	Included	Included	Included	Included	Included	Included
Spec #: 07 8400 - Fire Stop and Smoke Seals	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Included	Included	Bond @ 1.8%	Bond @ 1.5%	Bond @ 1%	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	90 days	90 days	60 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
<b>Waterproofing</b>						
Waterproofing at elevator pit 12/A-561	4,100	2,300	8,300	3,510	Included	No Bid
Sheet Waterproofing behind Pit walls	Included	Included	Included	Bituthene 4000	Included	-----
1" drainage board & sheet waterproofing at walls	Included	Included	Included	Included 230 sf	Included	-----
Waterproofing under elev pit SOG (no specs) use bentonite, Grace PrePrufe300R or equal	Included	Included	Included	Included	Included	-----
Elastomeric waterproofing on top of pit slab (no spec) - use crystalline product	1,500	2,500	5,400	2,500	Included	-----
Waterproofing at elevator pit penetrations 8/A-561	Included	Included	Included	Included	Included	-----
Waterproofing of foundation wall at planter areas against the bldg C-300	14,030	18,240	Included	15,000	Included	-----
Waterproofing inside exterior Planters - total of 4 planters 6/S-401	Included	Included 1,920 sf	Included	Included	Included	-----
Waterproofing under topping slabs at 2nd floor decks - 6&7/A-510	18,000	20,000	22,600	20,000	Included	-----
Use 07 1326, self adhering waterproofing OR	Included	Included	Included	Included	Included	-----
Use 60-90mil liquid applied waterproofing w/ 1/8" asphaltic board or drainage mat protection course	Included	Included	Included	Included	Included	-----
Safety walk and progressive cleanup	3,480	3,480	3,480	3,480	3,480	-----
<b>Traffic Coatings</b>						
<b>Per Pre-Bid RFI#4</b>						
Installed over 2nd floor exterior deck - 6 & 7/A-510	Included	Included	Included	Included	Included	No Bid
Installed over exterior stairs and landings - not shown	Excluded	Excluded	Excluded	Excluded	Excluded	-----
Product to be Poly-I-Gard 246SF by Polycoat Products OR	Included	Included 2,552 sf	Included	Excluded	Included	-----

Bid Evaluation Report



**Waterproofing**

**Marshall Classroom Building**

**Subcontractors**

Description	Subcontractors				Contracting	Paul Wolff
	Systems WP	Proulx	Santa Barbara Surfacing	Lethner		
Product to be Gaco Western, GW-15-U62	Excluded 2,680	Excluded 2,680	Excluded 3,850	Included 2,680	Included 2,680	Included 1,750
<b>Interior Concrete Sealed Floors</b>						
Interior concrete floors shown on Finish Sch A-612 marked F1	Included	Included	Included	Included	Included	Included 676 sf
No Spec Provided OR see 03300,2.1,G	Included 9,816	Included 9,816	Included 9,816	Included 9,816	Included 9,816	Augaseal W-20 No Bid
<b>Caulking &amp; Sealants</b>						
Per Schedule in Specs	Included	Included	Included	Included	Included	-----
Windows, Doors, Walls, As Shown	Included (10,530)	Included (10,500)	Included (10,500)	Included (10,500)	Included (10,500)	-----
SIT.3						
<b>TOTALS</b>	<b>63,636</b>	<b>70,846</b>	<b>69,996</b>	<b>76,346</b>	<b>89,036</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Systems WP</b>	<b>63,636</b>					



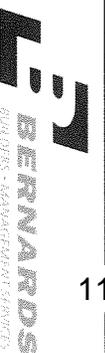
Bid Evaluation Report

**Insulation**

Job Number **1641**  
 Bid Date **6/7/2017**  
 Date Printed **7/27/2017**

Description	Subcontractors				Roberts Firestop
	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	
Base Bid	26,800	36,892	30,527	26,895	See below
Spec #: 07 2100 - Thermal Insulation	Included	Included	Included	Included	N/A
Spec #: 07 8400 - Fire Stop and Smoke Seals	No Bid	No Bid	No Bid	No Bid	Included
Bond Rate (if required)					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included
Bid Good for 60 Days	60 Days	Included	30 days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A
<b>Thermal and Blanket Insulation</b>					
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included	Included	No Bid
R19 & 8" Batts at Int & Ext Walls	Included	Included	Included	Included	-----
R30 at Roof (Not shown)	See below	See below	See below	See below	-----
Walls to Receive Insulation per Wall Types A-620	Included	Included	Included	Included	-----
Wall type A - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type B - double stud walls min 3" sound insulation	Included	Included	Included	Included	-----
Wall type C - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type D - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type E1 - min 3-1/2" foil-faced glass fiber batts	????	Included	Included	Included	-----
Wall type F - Batt insulation	Included	Included	Included	Included	-----
Wall type G - Batt insulation	Included	Included	Included	Included	-----
Wall type H - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type I - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type K - double stud walls Int. Acoustic wall - fiberglass batt insulation	Included	Included	Included	Included	-----
Wall type N - none shown	-----	-----	-----	-----	-----
Wall type O - batt insulation	Included	Included	Included	Included	-----
Rigid Insulation at PVC roofing	w/ Roofing	Included	Included	Included	-----
Rigid Insulation at Standing Seam roofing	Excluded	Included	Included	Included	-----
R-30 insulation at underside of standing seam roofing	7,500	Included	Included	Included	4,965
<b>Fire Stops and Smoke Seals</b>					
Mineral fiber insulation fire safing, damming material, clips and closures	17,324	17,324	17,324	17,324	17,324
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included

Bid Evaluation Report



**Insulation**

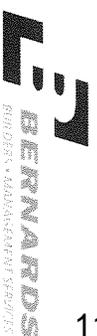
**Marshall Classroom Building**

**Subcontractors**

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors				Alcal	TruTeam/Masco	Roberts Firestop	
	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco				
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included		Included	Included	
Sealants, firestop putty, mortar, pillows, mineral fiber saifing	Included	Included	Included	Included		Included	Included	
<b>TOTALS</b>	<b>51,624</b>	<b>54,216</b>	<b>47,851</b>	<b>49,184</b>		<b>0</b>	<b>0</b>	
<b>Recommendation:</b>	<b>Amount</b>							
<b>Alcal</b>	<b>47,851</b>							

Bid Evaluation Report



Sheet Metal & Metal Panels	Marshall Classroom Building					Job Number	1641
	Subcontractors					Bid Date	6/7/2017
Description	R&J SM	Letter	Commercial Roofing	Merit Metal Products	Contracting	Date Printed	7/27/2017
						Valencia Sheet Metal	
Base Bid	See below	167,950	See below	See below	189,170	103,880	
Spec #: 07 4000 - Metal Roof Panels	Included	Included	Included	Included	Included	Included	
Spec #: 07 6000 - Flashing Sheet Metal	Included	Included	Included	Included	Included	Included	
Bond Rate (if required)	Bond @ 2.5%	Bond @ 1.5%	Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 2%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	90 days	60 days	60 days	60 days	30 days	
Prevailing Wage	Included	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A	
<b>Sheet Metal</b>	56,198	Included	No Bid	8,600	Included	Included	
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	-----	40,000	Included	40,000	
Roof Plan A-131	Included	Included	-----	Included	Included	Included	
Flexible Flashing and Underlayment	Included	Included	-----	Included	Included	Included	
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	Included	Included	-----	Included	Included	Included	
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	-----	Included	Included	Included	
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	-----	Included	Included	Included	
Roof Details Sheet A-500:	Included	Included	-----	Included	Included	Included	
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included	Included	-----	Included	Included	Included	
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included	Included	-----	Included	Included	Included	
Roof penetration at Ducts flashing - 5/A-500	Included	Included	-----	Included	Included	Included	
Flash at Pipes penetrations - 6/A-500	Included	Included	-----	Included	Included	Included	
Flash at Exhaust duct - 9/A-500	Included	Included	-----	Included	Included	Included	
Flash at roof access hatch - 10/A-500	Included	Included	-----	Included	Included	Included	
Flash at fascias - 5/A-501	Included	Included	-----	Included	Included	Included	
Flash at upper roof exterior soffits - 6/A-501	Included	Excluded	-----	Included	Included	Included	
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included	Included	-----	Included	Included	Included	
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included	Included	-----	Included	Included	Included	
Door & Window Sill/Head Flashings - 1.2/A-5120	Included	Included	-----	Included	Included	Included	
Door head flashing - 10-12/A-520	Included	Included	-----	Included	Included	Included	
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included	Included	-----	Included	Included	Included	
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included	Included	-----	Included	Included	Included	
Roof to plaster conditions	Included	Included	-----	6,400	Included	9,010	
Gutters & Downspouts - None Shown	Included	Included	-----	Included	Included	Included	



Sheet Metal & Metal Panels		Marshall Classroom Building					
		Subcontractors			Job Number		
Description		R&J SM	Letner	Commercial Roofing	Merit Metal Products	Patriot Contracting	Valencia Sheet Metal
						Date Printed	6/7/2017
						Contracting	7/27/2017
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000	10,000	-----	10,000	Included	10,000	Included
Connects to storm drains systems, not shown	Included	Included	-----	Included	Included	Included	Included
Roof Drains are internal pipes by plumber	Included	Included	-----	Included	Included	Included	Included
Mechanical Equipment pad covers - None Shown	N/A	N/A	-----	N/A	N/A	N/A	N/A
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A	N/A	-----	N/A	N/A	N/A	N/A
<b>Roof Hatch</b>	7,122	Included	No Bid	Included	Included	Included	Included
Roof Plan A-131, Keynote 07.08 Roof Access Hatch	Included	Included	-----	Included	Included	Included	Included
108.12/A-500, 30"x42" min size	Included	Included	-----	Included	Included	Included	Included
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included	Included	-----	Included	Included	Included	Included
Prefab Curb by MFR	Included	Included	-----	Included	Included	Included	Included
Installed in Electrical Room 206	Included	Included	-----	Included	Included	Included	Included
<b>Metal Roofing</b>	159,537	Included	202,181	84,000	Included	Included	Included
Roof Plan A-131, Keynote 07.25 Standing Seam Metal	Included	Included	Included	Included	Included	Included	Included
Roof 10/A-501	Included	Included	Included	Included	Included	Included	Included
Typical Standing Mtl roof detail 10/A-5010	Included	Included	Included	Included	Included	Included	Included
MFR AEP Span, SpanLok	Included	Included	Included	Alt Prod: Metal Sales	Included	Included	Alt Prod: Metal Sales
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included	Incl 24ga	Included	Included	Included	Included	Included
30#lb felt underlayment over roof plywood(by others)	Included	Included	Included	Included	Included	Included	Included
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included	Included	Included	Included	Included	Included	Included
Flash standing seam at Fascia - 5/A-501	Included	Included	Included	Included	Included	Included	Included
Flash Fascia 2 at standing seam 9/A-501	Included	Included	Included	Included	Included	Included	Included
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included	Not shown	Included	Not shown	Not shown	Not shown	Not shown
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included	Included	Included	Included	Included	Included	Included
Waste Disposal	3,400	3,400	3,400	3,400	3,400	3,400	3,400
Provide Alternate Add if not in base bid	-----	14,000	Included	8,500	15,000	9,000	
<b>Wall Louvers</b>							
As listed /shown on Mechanical	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC
	Metal Roof	Metal Roof	Metal Roof Only	Alt Metal Roof	Metal Roof	Alt Metal Roof	
	SM	SM	No SM	SM	SM	SM	SM
<b>TOTALS</b>	<b>236,257</b>	<b>195,350</b>	<b>205,581</b>	<b>160,900</b>	<b>217,570</b>	<b>175,290</b>	
<b>Recommendation:</b>	<b>Amount</b>						
<b>Merit Metal Products</b>	<b>160,900</b>						

Bid Evaluation Report



Sheet Metal & Metal Panels

Marshall Classroom Building

Subcontractors

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	Craig Roofing	Chapman Coast				
Base Bid	See below	0				
Spec #: 07 4000 - Metal Roof Panels	Included	SM only				
Bond Rate (if required)	Included	w/roofing bid				
	Bond @ 2.5%					
Furnished, Installed, FOB jobsite, Tax Included	Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included					
Acknowledgment of RFI's 1-75 dated 6.5.17	Included					
Bid Good for 60 Days	30 Days					
Prevailing Wage	Included					
Prequalified per Oxnard School District Standards	N/A					
Attachment C Acknowledgement	N/A					
<b>Sheet Metal</b>						
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	9,550				
Roof Plan A-131	Included					
Flexible Flashing and Underlayment	Included					
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	Included					
MFR - WR Grace, Jiffy-Seal or equal	Included					
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included					
Roof Details Sheet A-500:	Included					
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included					
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included					
Roof penetration at Ducts Flashing - 5/A-500	Included					
Flash at Pipes penetrations - 6/A-500	Included					
Flash at Exhaust duct - 9/A-500	Included					
Flash at roof access hatch - 10/A-500	Included					
Flash at fascias - 5/A-501	Included					
Flash at upper roof exterior soffits - 6/A-501	Included					
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included					
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included					
Door & Window Sill/Head Flashings - 1.2/A-5120	Included					
Door head flashing - 10-12/A-520	Included					
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included					
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included					
Roof to plaster conditions	9,000					
Gutters & Downspouts - None Shown	Included					

Bid Evaluation Report



Sheet Metal & Metal Panels

Marshall Classroom Building

Subcontractors

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	Craig Roofing		Chapman Coast						
	Amount	Included	Amount	Included	Amount	Included	Amount	Included	
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000								
Connects to storm drains systems, not shown	Included								
Roof Drains are internal pipes by plumber	Included								
Mechanical Equipment pad covers - None Shown	N/A								
Work at Outside Storage Unit per 07 6000 I.01B.9	N/A								
<b>Roof Hatch</b>									
Roof Plan A-131, Keynote 07.08 Roof Access Hatch	Included								
10&12/A-500, 30"x42" min size	Included								
MFR - Acudor, Blico, Dur-Red, Millicor - Not Listed	Included								
Prefab Curb by MFR	Included								
Installed in Electrical Room 206	Included								
<b>Metal Roofing</b>									
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included								
Typical Standing Mt roof detail 10/A-5010	Included								
MFR AEP Span, SpanLok	Included								
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included								
30#lb felt underlayment over roof plywood(by others)	Included								
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included								
Flash standing seam at Fascia - 5/A-501	Included								
Flash Fascia 2 at standing seam 9/A-501	Included								
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included								
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included								
Waste Disposal	-----								
Provide Alternate Add if not in base bid	-----								
<b>Wall Louvers</b>									
As listed /shown on Mechanical	0								
	w/ HVAC								
	Metal Roof								
	SM								
	No Metal Roof								
	SM Only								
<b>TOTALS</b>	<b>275,928</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Recommendation:</b>									
<b>Merit Metal Products</b>	<b>Amount</b>	<b>160,900</b>							



Bid Evaluation Report

Roofing

Marshall Classroom Building

Subcontractors

Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing	Job Number	1641
							Bid Date	6/7/2017
							Date Printed	7/27/2017
Base Bid	124,725	153,939	145,717	199,708	211,750	129,179		
Spec #: 07 5416 - Polyvinyl Chloride (PVC) Roofing (Mechanically Attached)	Included	Included	Included	Included	Included	Included		
Bond Rate (if required)								
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Bond @ 1%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included		
Bid Good for 60 Days	30 days	60 Days	60 Days	45 days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A		
<b>Polyvinyl-Chloride (PVC) Roofing</b>	Included	Included	Included	Included	Included	Included		
Roof Plan A-131, Keynote 07.01 Single-Ply Roof Assembly see 1/A-500	Included	Included	Included	Included	Included	Included		
MFR - Sika Sarnafil, Johns Manville, Carlisle or Equal	Sarnafil	Carlisle	Sarnafil	Included	Included	Included		
BOD Sarnafil S327 FB, thermoplastic membrane w/ poly reinforcement & feltback membrane	Included	Included	Included	Included	Included	Included		
Single Ply Roofing System 60 mill without fleece backing, color to be White	Included 7,000 sf	Included 6,600sf	Included	Included	Included	Included 7,000sf		
Fully Adhered	Included	Included	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included	Included	Included		
R-30 Rigid Isoocyanurate foam Insulation w/ black mat facers	Included	Included	Included	Included	Included	Included		
Tapered crickets w/ Insulation	Included	Included	Included	Included	Included	Included		
1/2" DensDeck Coverboard at Roof	Included	Included	Included	Included	Included	Included		
Include all attachment components & flashing materials	Included	Included	Included	Included	Included	Included		
Include misc flashing at pipes, corners coverstrips, termination bars	Included	Included	Included	Included	Included	Included		
Include all sealants	Included	Included	Included	Included	Included	Included		
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included	Included	Included		
Polyester reinforced, 0.096 inch weldable membrane w/ surface embossment per spec 2.07.A	Included	Included	Included	Included	Included	Included		
Parapet walls to be plaster	Included	Included	Included	Included	Included	Included		
Waste disposal	4,250	4,250	4,250	4,250	4,250	4,250		
Warranty to be 10-yr NDL Material & Labor warranty	Included	Included	Included	Included	Included	Included		
ARC.9	(4,800)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)		
ARC.17	(10,280)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)		
<b>TOTALS</b>	<b>118,535</b>	<b>148,329</b>	<b>140,107</b>	<b>194,098</b>	<b>206,140</b>	<b>123,569</b>		
<b>Recommendation:</b>	<b>Amount</b>							

Bid Evaluation Report



1131

<b>Roofing</b>		<b>Marshall Classroom Building</b>			<b>Job Number</b>	<b>1641</b>
		<b>Subcontractors</b>			<b>Bid Date</b>	<b>6/7/2017</b>
<b>Description</b>	<b>Best Contracting</b>	<b>Chapman Coast</b>	<b>Commercial Roofing</b>	<b>Craig Roofing</b>	<b>Date Printed</b>	<b>7/27/2017</b>
<b>Best Contracting</b>	<b>118,535</b>				<b>Letner Roofing</b>	<b>WSP Roofing</b>



Bid Evaluation Report

**Doors, Frames & Hardware**

**Marshall Classroom Building**

**Subcontractors**

Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Job Number	
					Bid Date	1641
						Date Printed
						7/27/2017
Base Bid	99,420	113,689	132,696	102,265		115,060
Spec #: 08 1113 - Hollow Metal Doors and Frames	Included	Included	Included	Included		Included
Spec #: 08 1416 - Flush Wood Doors	Included	Included	Included	Included		Included
Spec #: 08 3116 - Access Panels & Frames	Included	Included	Included	Included		Included
Spec #: 08 3613 - Sectional Doors	Included	Included	Included	Included		Included
Spec #: 08 7100 - Door Hardware	Included	Included	Included	Included		Included
Bond Rate (if required)	Bond @1.5%	Bond @1.5%	Bond @2.5%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		Included
Bid Good for 60 Days	60 Days	60 Days	30 days	Included		Included
Prevailing Wage	Included	Included	Included	Included		Included
Pregualified per Oxnard School District Standards	N/A	N/A	N/A	N/A		N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		N/A
<b>Hollow Metal Doors and Frames</b>						
MFR per Specs	Included	Included	Included	Included		Included
Frame Details - A-520	Included	Included	Included	Included		Included
New Classroom Building - 1st & 2nd fl	Included	Included	Included	Included		Included
HM Frames ( )	Included	Included	Included	Included		Included
Type A	Included	Included	Included	Included		Included
Type B	Included	Included	Included	Included		Included
Type C	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs		w/ Spec Drs
Type D, Marker Board Sliding Door Schedule	Included	Included	Included	Included		Included
Type E - w/ Louver	Included	Included	Included	Included		Included
HM Doors (30)	Included	Included	Included	Included		Included
Wood Doors (3)	Included	Included	Included	Included		Included
Install HM Doors	Included	Included	Included	Included		Included
Install HM Frames	Included	8,500	8,500	8,500		6,350
Install Wood Doors	Included	Included	Included	Included		Included
Glass for Vision Lites & Windows	3,375	3,750	3,750	3,750		3,375
<b>Door Hardware</b>						
Hardware per Schedule in Specs	Included	Included	Included	Included		Included
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320		2,320
Door Thresholds	Included	Included	Included	Included		Included
<b>Misc. Door Hardware - Site Gates</b>						
Storefront Doors - None Shown	Included	Included	Included	Included		Included
Panic Hardware at Gates - per Accessibility Site Plan - G-004	Included	Included	Included	Included		Included
Hardware at existing Gates per Gate Schedule, G-004	Included	Included	Included	Included		Included



Bid Evaluation Report

**Doors, Frames & Hardware**

**Marshall Classroom Building**

**Subcontractors**

Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Job Number	
					1641	
					Bid Date	
					7/27/2017	
					Date Printed	
					7/27/2017	
Door G, 520A & 520B - Exit only panic hdwr on push side, key lock on pull side	3,475	5,250	5,250	5,250	3,475	
Doors 5-1, 5-2, 5-6, 514A: Exit only panic hdwr on push side, key lock side	4,690	4,690	4,690	4,690	4,690	
ARC:26	(3,170)	(3,000)	(3,000)	(3,000)	(3,000)	
<b>TOTALS</b>	<b>110,110</b>	<b>135,199</b>	<b>154,206</b>	<b>123,775</b>	<b>132,270</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Construction Hardware</b>	<b>110,110</b>					



Bid Evaluation Report

Glass & Glazing

Marshall Classroom Building

Subcontractors

Description	Santa Barbara Glass			Center Glass			Coast to Coast		
	Job Number	Bid Date	1641	Job Number	Bid Date	1641	Job Number	Bid Date	1641
	Date Printed	6/7/2017	Date Printed	7/27/2017	Date Printed	7/27/2017	Date Printed	7/27/2017	Date Printed
Base Bid									
Spec #: 08 5113 - Aluminum Windows									
Spec #: 08 7100 - Door Hardware									
Spec #: 08 8000 - Glazing									
Bond Rate (if required)									
Furnished, Installed, FOB Jobsite, Tax Included									
Plans and Specs Dated: 1/28/2016 & 10/4/2016									
Acknowledgment of RFIs 1-75 dated 6.5.17									
Bid Good for 60 Days									
Prevailing Wage									
Prequalified per Oxnard School District Standards									
<b>Aluminum Windows</b>									
Double and Single Hung Windows									
Acceptable Manufacturers for Aluminum Windows									
Efco Series 684 & 694									
Traco TR-9000									
Graham Series 3000/3100									
Peerless Model 4340 & 4140									
New Classroom Bldg - A-111, A-112									
Type A - 5' x 2'-1"									
Type B - 3' x 6'									
Type C - 5' x 6'									
Type D - 5' x 6'									
Type E - 3' x 8'									
Type F - 5' x 8'									
Type G - 5' x 6'									
Type H - 5' x 6'									
Type I - 3' x 6'									
Sealing and Caulking for All Window/Door Systems per Arch Details									
<b>Glazing</b>									
Glass for Vision Lites & Windows									
Include SG - Safety Glazing as Indicated on Window Schedule A-610, per spec 08800									
Include OB - Obscured Glazing as Indicated on Window Schedule A-610, per spec 08800									
<b>Other</b>									
Field Testing for Water Penetration AAMA E1105, assume 6 ea									
Mock-Up									
ARC.1									
ARC.22									
<b>TOTALS</b>									



Bid Evaluation Report

<b>Glass &amp; Glazing</b>	<b>Marshall Classroom Building</b>			Job Number Bid Date	1641 6/7/2017
Description	Subcontractors			Date Printed	7/27/2017
Recommendation:	Santa Barbara Glass	Center Glass	Coast to Coast	Amount	114,087



Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Perlite Plastering	Pacific Interiors
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall		
Base Bid	See Below	See Below	See Below	Drywall Only	Plaster Only	Dywall Only
Spec #: 07 8400 - Fire Stop and Smoke Seals	Included	Included	Included	N/A	N/A	N/A
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	N/A	N/A	N/A
Spec #: 09 2200 - Cement Plastering	Included	Included	Included	N/A	Included	N/A
Spec #: 09 2900 - Gypsum Board	Included	Included	Included	Included	N/A	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	N/A	N/A	N/A
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Dyas	30 Dyas	90 Dyas	30 Dyas	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
<b>Plaster</b>	436,210	428,681	289,224	334,700	334,700	334,700
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	Included		Included	
Keystone 09.11-Portland Cement Plaster and Metal Lath, per wall types	Included	Included	Included		Included	
Texture - Dash Bond Coat 09 2200,3.06,G	Included	Included	Included		Included	
Exterior Plaster Ceilings and Soffits per typ det 11/A-501	Included	Included	Included		Included	
Exterior Plaster at parapets 2/A-500	Included	Included	Included		Included	
Interior Plaster per specs, Include if any shown on drawings	Included	Included	Included		Included	
Foam Trim Pieces at Windows if shown to be foam	Included	Included	Included		Included	
Water resistant backing behind metal lath - 09 2200,2.01,E	Included	Included	Included		Included	
Paper Grade D, 60-min rating on wood studs without sheathing, and on plywood sheathing	Included	Included	Included		Included	
Paper Grade B, 16-hour rating on gypsum sheathing	Included	Included	Included		Included	
MFR - Fortifiber, Super Jumbo Tex,USG, Inryco or Western Metal Lath	Included	Included	Included		Included	
2-Layers Grade D Kraft Paper	Included	Included	Included		Included	
3-Coat System	Included	Included	Included		Included	
Glass Fiber Reinforcement	Included	Included	Included		Included	
Lath & Paper	Included	Included	Included		Included	
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included		Included	
Stronghold earthquake staples for metal lath at plaster ceilings & soffits 11/A-501, 16/A-502	Included	Included	Included		Included	
Expansion/Control Joints 9/A-510	Included	Included	Included		Included	
Plaster Trim	Included	Included	Included		Included	



Bid Evaluation Report

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
					Date Printed	7/27/2017
Vent & Weep Screeds - 15/A-560	Included	Included	Included		Included	
Corner Bead - 13/A-510	Included	Included	Included		Included	
Ceiling expansion joints - 15/A-510	Included	Included	Included		Included	
Plaster Stops - 5/A-501	Included	Included	Included		Included	
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	70,000	62,686	70,000	70,000	70,000	70,000
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	Included		Included	
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	Included		Included	
Provide vertical Control Joint at each side of the double windows, full ht. south, west and east elevation. Provide horizontal CJ at the bottom of the upper window (aff. +17'-6") to line-up with window sill. Reference details 5 & 9/A-510 (RFI #14)	Included	Included	Included		Included	
All roof parapet walls (interior) and mechanical wall walls to have plaster finish, typical. Ref. detail 2/A-500. (RFI #15)	Included	Included	Included		Included	
Safety walk and progressive cleanup	11,600	11,600	11,600		11,600	
Patching, Taping, Floating as Required	Included	Included	Included		Included	
All Required Caulking and Sealants at Penetrations	Included	Included	Included		Included	
Scaffolding for Own Work	90 Days	107,323	Included		Included	
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
<b>Drywall</b>						
Drywall per Wall Types Sheet - A-620	203,565	233,312	196,876	278,790	233,555	233,555
This wall job is drywall over wood, no metal studs	Included	Included	Included	Included	Included	Included
Wall type A - 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type B - double stud walls 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type C - shear wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type D - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type E1 - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type F - 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type G - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included	Included	Included
Wall type H - 2 layers ea side	Included	Included	Included	Included	Included	Included
Wall type I - 2 layers ea side (over plywood ea side by others)	Included	Included	Included	Included	Included	Included
Wall type K - acoustic wall double wood wall, 1 layer ea side, not on int side of double wall	Included	Included	Included	Included	Included	Included
Wall type N - int furred wall, 1 layer on one side	Included	Included	Included	Included	Included	Included



Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Perlite Plastering	Pacific Interiors
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall		
Wall type O - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Drywall Ceilings per Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included		Included
See sections on sheets A-321-322 for ceiling info	Included	Included	Included	Included		Included
This ceiling job is drywall over wood, there a few areas there is metal framed ceilings?	Included	Included	Included	Included		Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included		Included
Impact resistant gypsum board below 10'-0" per Note 2 on Finish Legend A-612	5,000	5,000	Included	5,000		5,000
5/8" Drywall Horizontal & Vertical surfaces	Included	Included	Included	Included		Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included		Included
Level 1-5 Finish at Locations per Specifications Based on Paint or Wall Finish spec 09 2900.3.04.A	Level 4&2	Level 4	Level 4	Included		Included
Metal trims, joint treatments & finishing of walls ready for paint	Included	Included	Included	Included		Included
Texture & skim coats where indicated	Included	Included	Included	Included		Included
Clean-up	Included	Included	Included	Included		Included
Fire Resistant Sealants at Head and Base of Walls	Included	Included	Included	Included		Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included		Included
Installation of HM Door Frames Supplied by Others	w/ DFH	w/ DFH	w/ DFH	w/ DFH		w/ DFH
Supply and Install of Access Panels 12x12	3,000	3,000	3,000	3,000		3,000
Installation of FEC Supplied by Others	1,350	1,350	1,350	1,350		1,350
Install drywall at elevator door frames after they are installed (by others)	1,500	1,500	1,500	1,500		1,500
Install ceiling at elevator room, not shown	1,000	1,000	1,000	1,000		1,000
Drywall Pickup	Included	Included	Included	Included		Included
Hoisting for Own Work	Included	Included	Included	Included		Included
Scraping and Disposal	6,375	6,375	6,375	6,375		6,375
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,800		10,800
<b>Fire Stops and Smoke Seals</b>						
Mineral fiber insulation fire safing, damming material, clips and closures	7,551	7,551	7,551	7,551		7,551
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included		Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included		Included
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included		Included
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included		Included
ARC.1	9,250	9,250	9,025	9,250		9,250
ARC.17	(10,000)	(10,000)	(10,300)	(10,000)		(10,000)



Bid Evaluation Report

**Plaster & Drywall**

**Marshall Classroom Building**

Description	Subcontractors				Job Number	1641
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Bid Date	6/7/2017
					Date Printed	7/27/2017
ARC:20	(70,000)	(62,682)	(70,000)	(70,000)	Perlite Plastering	Pacific Interiors
ARC:20	5,000	5,000	4,945	5,000		(70,000)
						5,000
<b>TOTALS</b>	<b>697,601</b>	<b>827,146</b>	<b>538,346</b>	<b>659,716</b>		<b>621,081</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Church and Larsen</b>	<b>538,346</b>					

Bid Evaluation Report



**Title**

**Marshall Classroom Building**

**Subcontractors**

Job Number **1641**  
 Bid Date **6/7/2017**  
 Date Printed **7/27/2017**

Description	Subcontractors					
	Stonerock Tile	J. Colavin & Son	Silverado Tile			
Base Bid	99,325	110,210	91,500		0	
Spec #: 09 3013 - Ceramic Tiling	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	90 Days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
<b>Title</b>	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included			
F3-Non-slip Ceramic Tile	Included	Included	Included			
B2-Coved Ceramic Tile Base	Included	Included	Included			
W1-Ceramic Tile Walls	Included	Included	Included			
MFR - Dal-Tile	Included	Included	Included			
DalTile Keystone 1"x1" Mosaic - Floors	Included	Included	Included			
DalTile Semi Gloss 6"x6" - Walls	Included	Included	Included			
Marble Thresholds	1,500	1,500	1,500			
Setting beds - Mortar and thinset	Included	Included	Included			
GROUT - Standard, Polymer modified, or Epoxy Grout - not spelled out in spec	Std grout	Std grout	Std grout			
Add for epoxy grout	Not provided	Not provided	Add: \$7,650			
Grout Sealer	4,085	Included	Included			
Waterproofing Membrane at depression - 283/A-510	Included	Included	Included			
Waterproofing type, 6 are listed in specs, 093013.9.2.1 2.6, which one do you have in your bid?	RedGuard	Included	RedGuard			
Wall Tile on 5/8" Cementitious Backer Board (by others) - 283/A-510	By Others	By Others	By Others			
Install per CTI Method W244, thinset method	Included	Included	Included			
Floor Tile on depressed concrete slab (by others) - 283/A-510	By Others	By Others	By Others			
Install per CTI Method F114, mudset/mortarset method	Included	Included	Included			
Locations:	Included	Included	Included			
Boys Toilet rm 110, 210	Included	Included	Included			
Boys Changing rm 111	Included	Included	Included			
Girls Toilet rms 113, 212	Included	Included	Included			
Girls Changing rm 114	Included	Included	Included			
Staff Toilet rms 112, 211	Included	Included	Included			

Bid Evaluation Report



**Title**

**Marshall Classroom Building**

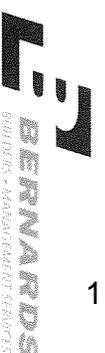
Job Number **1641**

Bid Date **6/7/2017**

Date Printed **7/27/2017**

Description	Subcontractors			Amount
	Stonerock Tile	J. Colavin & Son	Silverado Tile	
Interior Elevations A-224	Included	Included	Included	
8' Ht Tile Mainscot (RFI # 24)	Included	Included	Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	
Include Tile Behind Lockers, Provide Alternate Deduct to Remove	Included	Included	Included	
ARC:7	(21,500)	(21,500)	(21,670)	
ARC:16	(6,000)	(6,000)	(6,240)	
ARC:18	(16,000)	(16,000)	(16,290)	
<b>TOTALS</b>	<b>63,730</b>	<b>70,530</b>	<b>51,120</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>			
<b>Silverado Tile</b>	<b>51,120</b>			<b>0</b>

Bid Evaluation Report



Acoustical Ceilings

Marshall Classroom Building

Description	Subcontractors				Job Number	Bid Date	Date Printed	Hamilton Ceiling Systems
	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney				
Base Bid	41,500	53,030	42,490	35,775	36,000	6/7/2017	1641	43,700
Spec #: 09 5123 - Acoustical Tile Ceilings	Included	Included	Included	Included	Included			Included
Spec #: 09 8434 - Acoustical Wall Panels (from RFI #7)					Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included			Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included			Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included			Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	30 Days	Included			Included
Prevailing Wage	Included	Included	Included	Included	Included			Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A			N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A			N/A
<b>Acoustical Panel Ceilings</b>								
Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included	Included			Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included	Included			Included
MFR - Armstrong, CertainTeed or USG	USG	Included	Included	USG	CertainTeed			CertainTeed
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included			Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	DXL 26	Included	Included	Included	Included			Included
ACT Details per A-540	Included	Included	Included	Included	Included			Included
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included	Included	Included	Included			Included
Include Compression struts per 2/A-540	Included	Included	Included	Included	Included			Included
Read and abide by all Notes on sheet	Included	Included	Included	Included	Included			Included
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320			2,320
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600	600	600	Included			Included
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included	Included	Included	Included			Included
<b>Acoustical Wall Panels</b>								
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	34,660	34,660	34,660	34,660	24,400			34,660
AWP Type 1, Keynote 10.54					Included			
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight					Included			
<b>Tackable Wall Panels</b>								
Finish Schedule A-612:					Included			

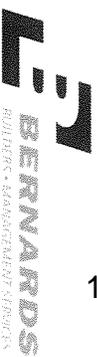


Bid Evaluation Report

Acoustical Ceilings

Marshall Classroom Building

Description	Alert Insulation	Subcontractors			Prime Acoustics	Hamilton Ceiling Systems
		Standard Drywall	Commercial Interiors	CG Chaney		
W5-Tackboard panel over gypsum board, Keynote 10.50					Included	
Color (not listed) provide per MFR standard color palette					Included	
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Corning, Johns Manville, Knauf or equal					Included	
Thickness of panels per Sound absorption coefficient requirement per tabulated values 09 8434,1.03,D					Included	
Provide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.					Included	
Include all mounting hardware, concealed types, individually removable					Included	
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410					Included	
Interior elevations at classrooms A-220					Included	
Tackboard Floor to Ceiling see 3/A-530					Included	
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter					Included	
Installed directly over drywall walls					Included (24,400)	
ARC:5						
<b>TOTALS</b>	<b>79,080</b>	<b>90,610</b>	<b>80,070</b>	<b>73,355</b>	<b>48,320</b>	<b>80,680</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Prime Acoustics</b>	<b>48,320</b>					



Bid Evaluation Report

**Acoustical Ceilings**

**Marshall Classroom Building**

**Subcontractors**

Description	Ceiling Experts	Call-USA	Nelson Adams Naco		Tech-Wall	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Base Bid	65,000	39,982	AWP Only	AWP Only			
Spec #: 09 5123 - Acoustical Tile Ceilings	N/A	Included	N/A	N/A			
	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	Included	30 Days	Included	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
<b>Acoustical Panel Ceilings</b>							
Reflected Ceiling Plans A-121 to A-122	Included	Included					
	Included	Included					
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included					
MFR - Armstrong, CertainTeed or USG	Armstrong	CertainTeed					
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included					
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included					
ACT Details per A-540	Included	Included					
Include vertical struts, wall molding, space/stabilizer bars, hanger wire & attachment devices	Included	Included					
Include Compression struts per 2/A-540	Included	Included					
Read and abide by all Notes on sheet	Included	Included					
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600					
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included					
0							
<b>Acoustical Wall Panels</b>							
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	85,000	56,448	16,736	25,084			
AWP Type 1, Keynote 10.54	Included	Included	Included	Included			
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+ /ly weight	Included	Included	9,000	Included			
Tackable Wall Panels	10,000	10,000	10,000	9,576			
Finish Schedule A-612:	Included	Included	Included	Included			

Bid Evaluation Report



**Acoustical Ceilings**

**Marshall Classroom Building**

**Subcontractors**

Description	Ceiling Experts	Call-USA	Subcontractors		Tech-Wall	Job Number	1641
			Nelson Adams Naco			Bid Date	6/7/2017
						Date Printed	7/27/2017
W5-Tackboard panel over gypsum board, Keynote 10.50	Included	Included	Included	Included	Included		
Color (not listed) provide per MFR standard color palette	Included	Included	Included	Included	Included		
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Corning, Johns Manville, Knaf or equal	Included	Included	Included	Included	Included		
Thickness of panels per Sound absorption coefficient requirement per tabulated values 09 8434,1.03,D	Included	Included	Included	Included	Included		
Provide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.	Included	Included	Included	Included	Included		
Include all mounting hardware, concealed types, individually removable	Included	Included	Included	Included	Included		
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410	Included	Included	Included	Included	Included		
Interior elevations at classrooms A-220	Included	Included	Included	Included	Included		
Tackboard Floor to Ceiling see 3/A-530	Included	Included	Included	Included	Included		
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter	Included	Included	Included	Included	Included		
Installed directly over drywall walls	Included	Included	Included	Included	Included		
ARC.5							
<b>TOTALS</b>	<b>160,600</b>	<b>107,030</b>	<b>35,736</b>	<b>34,660</b>	<b>0</b>	<b>0</b>	<b>0</b>
			<b>AWP Only</b>	<b>AWP Only</b>			
<b>Recommendation:</b>	<b>Amount</b>						
<b>Prime Acoustics</b>	<b>48,320</b>						



Bid Evaluation Report

**Carpet & Resilient Flooring**

**Marshall Classroom Building**

**Subcontractors**

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors				Job Number	Bid Date
	Reliable Flooring	JJJ Flooring	Floor Tech America	Continental Flooring		
Base Bid	59,951	64,560	76,887	65,126		
Spec #: 09 6513 - Rubber Base	Included	Included	Included	Included		
Spec #: 09 6519 - Resilient Tile Flooring	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
<b>Flooring</b>						
Minor Floor Prep	Included	Included	Included	Included		
Testing for PH and Moisture	Included	Included	Included	Included		
Remediation if Applicable	Included	Included	Included	Included		
<b>Resilient Flooring and Rubber Base</b>						
Finish Schedule A-612, F2-Linoleum Tile, B1-4" Vinyl Resilient Base	Included	Included	Included	Included		
MFR - Forbo, Marmoleum Composition Tile (MCT) 13"x13", 2mm thk, pattern & color by Architect	Included	Included	Included	Included		
Include all adhesives & sealants	Included	Included	Included	Included		
Heat-welding of seams with color-matched color rods	6,700	6,700	6,700	6,700		
Resilient Base - Rubber, Cove, 4", preformed inside & outside corners	Included	Included	Included	Included		
MRF - Burke/Mercer, Roppe/Pinnacle, Flexco or equal	Included	Included	Included	Included		
F2 at All Classrooms	Included	Included	Included	Included		
B1 at All Classrooms, storage, back of house rooms	Included	Included	Included	Included		
F2 MCT in Elevator Cab (not listed but include)	640	640	640	640		
Include cleaning of floors after installation per specs	Included	Included	Included	Included		
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320		
Include initial maintenance "starter kit" from manufacturer and conducted (1st time) by flooring sub spec 3.08.B	Included	Included	Included	Included		
Include protection of floors after installation per specs	Included	Included	Included	Included		
<b>TOTALS</b>	<b>69,611</b>	<b>74,220</b>	<b>86,547</b>	<b>74,786</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Reliable Flooring</b>	<b>69,611</b>					



Bid Evaluation Report

Painting

Marshall Classroom Building

Description	Subcontractors				Job Number	Date Printed	Valley Painting
	Vanguard	Borbon Inc	Triumph Painting	Prime Painting			
Base Bid	53,100	102,000	155,800	185,000	0	0	
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included			
Spec #: 09 9000 - Paints and Coatings	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	Included	Included	90 Days	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
<b>Painting and Coating</b>							
BOD - Dunn Edwards or Equal	Included	Included	Included	Included			
Colors TBD	Included	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included	Included			
F1-Sealed Concrete	w/ waterproofing	w/ waterproofing	w/ waterproofing	w/ waterproofing			
P1-Interior Semi-Gloss Paint	Included	Included	Included	Included			
P2-Interior Gloss Paint	Included	Included	Included	Included			
P3-Clear Sealant	Included	Included	Included	Included			
(3) Top Coats and (1) Coat Primer	Included	Included	Included	Included			
Exterior Plaster Walls & Soffits - 4 coats	Included	Included	Included	Included			
Interior Walls, Soffits and Ceilings, 4 coats	Included	Included	Included	Included			
Exterior & Interior HM Door Frames, 3 coats	Included	Included	Included	Included			
Exterior & Interior HM Doors, 3 coats	Included	Included	Included	Included			
All Exposed Steel to be Primed with Zinc Coating to Receive Paint (RFI #38)	Included	Included	Included	Included			
Paint Steel Stair Pans, Columns, Stringers, Guardrails and Handrails (RFI #38)	Included	Included	Included	Included			
All Exposed Metal on Roof to be Galvanized per Spec, No Paint Finish (RFI #47)	Included	Included	Included	Included			
Etching galvanized guardrails, handrails & stairs prior to painting	Included	Included	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included			
Shop-Primed Items	Included	Included	Included	Included			
High Performance Coating at Ext. Hand and Guardrails	Not Included	Not Included	Not Included	Not Included			
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included			
HSS Steel at Ext. exposed Columns & Beams	Included	Included	Included	Included			
Cleanup of all your work	Included	Included	Included	Included			
Touch-Up Painting Allowance	5,092	5,092	5,092	5,092			

Bid Evaluation Report



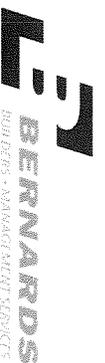
**Painting**

**Marshall Classroom Building**

**Subcontractors**

Description	Subcontractors				Job Number	1641
	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Date Printed	6/7/2017
Joint Sealant Work Allowance	2,500	2,500	2,500	2,500	7/27/2017	
Hedge	26,800					
ARC:1	2,000	2,000	2,000	2,000		
ARC:4	10,700	11,000	11,000	11,000		
ARC:5	3,000	3,000	3,000	3,000		
ARC:17	(1,000)	(1,000)	(1,000)	(1,000)		
<b>TOTALS</b>	<b>102,192</b>	<b>124,592</b>	<b>178,392</b>	<b>207,592</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Vanguard</b>	<b>102,192</b>					

Bid Evaluation Report



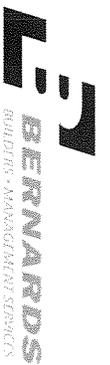
**Building Specialties**

**Marshall Classroom Building**

Job Number **1641**  
 Bid Date **6/7/2017**  
 Date Printed **7/27/2017**  
 Bids Received

Div	Description	Amount	Recommended Subcontractor	Bids Received
<b>10 44 00</b>	<b>Fire Extinguishers &amp; Specialties</b>	3,045	BL Wilcox (\$3,045 Supplier)	3
	See sheet A-111 & A-112 for locations of FEC	Included	Inland Empire (\$5,300)	
	1st fl Keynote 10.51 - Fire Extinguisher Cabinet	Included	John Pence (\$4,800)	
	Semi-Recessed, see 6&7/A-530			
	2nd fl Keynote 10.55 - Fire Extinguisher Cabinet	Included		
	Semi-Recessed, see 6&7/A-530			
	1st Fl (8 ea)	Included		
	2nd Fl (1 ea)	Included		
	Provide rated cabinet at rated wall per note on 7/A-530	Included		
	Semi Recessed FEC Max. Projection 4" (RFI #32)			
<b>10 50 50</b>	<b>Lockers</b>	46,600	Inland Empire	1
	Added Spec Section in RFI #9 - Section 10505 dated 5/23/2017	Included		
	See Accessible Locker Calculations on sheet A-411, total of 8	Included		
	MFR - DeBourgh Manufacturing Co. or equal	Included		
	Interior Elevations A-224, see Keynotes	Included		
	12.10 - 12"x12" triple stack locker, see 13/A-530	Included		
	12.13 - Accessible locker, see 13/A-530	Included		
	12.31 - 20"x48" Accessible Locker room bench (handwritten on bottom of keynotes legend)	Included		
	1-Tier Lockers per detail 13/A-530 - None shown	Included		
	2-Tier Lockers per detail 13/A-530 - None shown	Included		
	3-Tier Lockers per 13/A-530	Included		
	At Boys Changing Room - 1/A-411, total of 32, 3-tier	Included		
	Accessible at Boys Changing Room - 1/A-411, total of 1 ea	Included		
	At Girls Changing Room - 1/A-411, total of 32, 3-tier	Included		
	Accessible at Girls Changing Room - 1/A-411, total of 1 ea	Included		
	Include Locker base at stud wall installation per 15/A-530	Included		
	Coordinate blocking & backing w/ Framer	Included		
	At concrete slab use anchor bolts per detail 3/8" dia 3" embedment	Included		
	6" Upturned C/P concrete base w/ tooled radius at lockers - 14 & 15/A-530	w/ Concrete		

Bid Evaluation Report



**Building Specialties**

**Marshall Classroom Building**

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Div	Description	Amount	Recommended Subcontractor	Bids Received
N/A	Misc Site Furnishings	0	Bernards	
	None Noted			
N/A	Misc Equipment (TV's)	6,000	Bernards	
	TV Wall Brackets - 1/A-531	Included		
	MFR not listed, size is 2'-5"X2'	Included		
	Furnished	by District		
	Installed	Included		
	Coordinate blocking & backing w/ framing sub	Included		
	TV's in Classrooms	by District		
	60" Flat Screen by District	by District		
	Final hook-up, connection to Teachers computer	by District		
	<b>Total</b>	<b>55,645</b>		

Bid Evaluation Report



Visual Display Boards

Marshall Classroom Building

Subcontractors

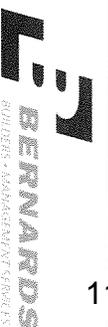
Job Number 1641

Bid Date 6/7/2017

Date Printed 7/27/2017

Description	ABC School Equipment		Nelson Adams Naco Inc.					
Base Bid	275,308		208,582					
Spec #: 101101	Included		Included					
Spec #:								
Furnished, Installed, FOB Jobsite, Tax Included	Included		Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included		Included					
Acknowledgment of RFTs 1-75 dated 6.5.17	Included		Included					
Bid Good for 60 Days	60 Days		Included					
Prevailing Wage	Included		Included					
Pregualified per Oxnard School District Standards	N/A		N/A					
Attachment C Acknowledgement	N/A		N/A					
<b>Visual Display Boards</b>								
Finish Schedule A-612:	Included		Included					
W4 - Marker Board Panel over gypsum board	Included		Included					
Interior Elevations sheets A-220 to A-223	Included		Included					
Keynote 10.52-Markerboard Surface from floor to ceiling, Standard panel size 5'x10'	Included		Included					
Keynote 12.26 - 3'-2"x10' Sliding Marker Board, see 10/A-530	Included		Included					
Keynote 12.27 - (2) 2'-8"x10' Sliding Marker Boards, see 10/A-530	Included		Included					
MFR - MooreCo, Claridge or Polyvision or Equal	Platinum Visual		Nelson Adams Naco					
There is a Marker Board Sliding Door Schedule listing all the rooms to receive them on A-610	Included		Included					
Horizontal Sliding Unit Wall System Assembly per 10/A-530	Included		Included					
Furnished AND Installed	Included		Included					
First Floor Classrooms - total of 19 each	Included		Included					
Second Floor Classrooms - total of 23 each	Included		Included					
ARC.4	(60,500)		(60,223)					
<b>TOTALS</b>	<b>214,808</b>		<b>148,359</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>							
<b>Nelson Adams Naco Inc.</b>	<b>148,359</b>							

Bid Evaluation Report



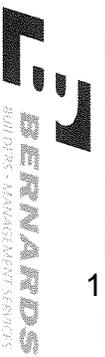
**Signage**

**Marshall Classroom Building**

**Subcontractors**

Job Number **1641**  
 Bid Date **6/7/2017**  
 Date Printed **7/27/2017**

Description	AGS	Subcontractors			Braille Signs, INC	Job Number	Bid Date	Date Printed
		John Pence Bldg Spec.	CA Signs					
Base Bid	6,150	10,130	11,471	15,302				
Spec #: 10 1400 - Signage	Included	Included	Included	Included				0
Spec #:								0
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included				
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included				
Bid Good for 60 Days	Included	Included	Included	Included				
Prevailing Wage	Included	Included	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A	N/A	N/A				
<b>Signage</b>	Included	Included	Included	Included				
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included				
Signage & Fire Extinguisher Plans - G-006	Included	Included	Included	Included				
Signage Details sheet - A-550	Included	Included	Included	Included				
Room Signs - 1/A-550	Included	Included	Included	Included				
Toilet room door signage - 3/A-550	Included	Included	Included	Included				
Fire Riser door signage - 5/A-550	200	Included	Included	Included				
Exit Signs - 6,7,8/A-550	Included	Included	Included	Included				
Typical Classroom I.S.A signage - 9/A-550	Included	Included	Included	Included				
Restroom Signs - Girls, Boys, Unisex, Staff - Wall & Door signage 3,11,13,14/A-550	Included	Included	Included	Included				
Fire Alarm Panel Control - 12/A550	Included	Included	Included	Included				
Electrical & Not an exit signage 15/A-550	Included	Included	Included	Included				
Maximum occupancy signage - 16/A550	Included	Included	Included	Included				
Stenciling on Rated Walls Signage - 19/A-550	w/ Drywall	w/ Drywall	w/ Drywall	w/ Drywall				
Warning sign - 20/A-550	300	Included	Included	Included				
Fire Extinguisher Signage - 6/A-530, G-006 (17 ea)	2,975	Included	Included	Included				
Assistive Listening Signage	250	Included	Included	Included				
ADA Signage	Included	Included	Included	Included				
Ext. Aluminum Letters, or Painted Bldg # (No Callouts on Elevations)	750	750	750	750				
See Spec Section for several other signs as required	Included	Included	Included	Included				
Site Signage at Fire Lane shown on Site Plan A-101	w/ Striping	w/ Striping	w/ Striping	w/ Striping				
Site Signage at Re-Striped existing parking lot shown on A-102, 104, 105	w/ Striping	w/ Striping	w/ Striping	w/ Striping				
Temporary project signage	2,000	2,000	2,000	2,000				
<b>TOTALS</b>	<b>12,625</b>	<b>12,880</b>	<b>17,196</b>	<b>18,302</b>				<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>							<b>0</b>
<b>AGS</b>	<b>12,625</b>							



Bid Evaluation Report

Toilet Compartments & Accessories

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh			
Base Bid	31,400	23,200	30,700	34,192	1641	6/7/2017	
Spec #: 10 2113.17 - Phenolic-Core Shower & Dressing Compartments	Included	Included	Included	Included			
Spec #: 10 2800 - Toilet Accessories	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	30 Days	Included	Included	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
<b>Toilet Compartments</b>	Included	Included	Included	Included			
Solid Phenolic MFR by Formica, Trespa, Pionite ore equal	Accutec	Included	Included	Included			
Galaxy hardware, Series 8033	Included	Included	Included	Included			
Fire Rated Class B for ASTM E84	Included	Included	Included	Included			
Overhead braced	Included	Included	Included	Included			
Accessible compartments	Included	Included	Included	Included			
Standard compartments	Included	Included	Included	Included			
Urinal Screens	Included	Included	Included	Included			
Vestibule Screens	Included	Included	Included	Included			
No colors selected, include standard color palette in your bid	Formica Sparkle	Formica or Wilsonart	Black	Standard Color			
<b>Toilet Accessories</b>	Included	Included	Included	Included			
MFR - Bobrick or approved equal	Included	Included	Included	Included			
Interior Elevations A-224, see Keynotes	Included	Included	Included	Included			
10.03 - Tactile room name & number signage 1/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage			
10.03 - Toilet room door signage 3/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage			
10.32 - Paper towel dispenser & Waste receptacle 1/A-535	Included	Included	Included	Included			
10.33 - Surface mounted soap dispenser 1/A-5353, B-211	Included	Included	Included	Included			
10.34 - Multi-roll toilet tissue dispenser, semi recessed 1/A-5353, B-3888	Included	Included	Included	Included			
10.36 - Grab bar - 1, 8 & 10/A-5353, B-6806 series, length per drawing	Included	Included	Included	Included			
10.37 - Seat cover dispenser 1/A-5353, B-221	Included	Included	Included	Included			
10.39 - Mirror 18"x30" 1/A-5353, B-292	Included	Included	Included	Included			
10.41 - Accessible side toilet stall 11/A-5353	Included	Included	Included	Included			
Janitor Closet Accessories	Included	Included	Included	Included			

Bid Evaluation Report



Toilet Compartments & Accessories

Marshall Classroom Building

Subcontractors

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	Subcontractors				Amount
	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh	
Mop & Broom Holder (4 Holders) B-223 x 36"	Included	Included	Included	Included	
Not Keynoted, but listed in Spec Section:					
Hand Dryer, World Dryer Model XRA	4,200	4,200	4,200	Included	
Sanitary Napkin Disposal, Recessed B-353 or Partition Mounted B-354	Included	4,800	Included	Included	
Sanitary Napkin Dispenser, Recessed B-3706 25	1,000	1,000	1,000	1,000	
Keys at locked dispensing units, keyed alike	Included	Included	Included	Included	
Other Potential Items:					
Backpack Hooks in Rooms	Excluded	Excluded	Excluded	Excluded	
ARC.14	(4,200)	(4,200)	(4,200)	(4,200)	
<b>TOTALS</b>	<b>32,400</b>	<b>29,000</b>	<b>31,700</b>	<b>30,992</b>	<b>0</b>
<b>Recommendation:</b>					
<b>YTI Enterprises</b>	<b>Amount 29,000</b>				



Bid Evaluation Report

Window Coverings

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Date Printed
	A1 Quality Blinds	Digital Decora	Contract Décor	Diversified Window		
Base Bid	10,000	15,440	16,340	21,248	1641	6/7/2017
Spec #: 12 2413 - Roller Window Shades						7/27/2017
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 Days	Included	90 Days	90 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
<b>Window Coverings</b>	Included	Included	Included	Included	Included	
MFR - Levelor, HD, Spring	Included	Included	Included	Included	Included	
New Classroom Building	Included	Included	Included	Included	Included	
All Windows Interior and Exterior	Included	Included	Included	Included	Included	
Motor Operated (Where Shown)	Excluded	Excluded	Excluded	Excluded	Excluded	
MFR - ElectroShade by Mechoshade Systems or approved equal	Excluded	Excluded	Excluded	Excluded	Excluded	
Manual Operated at all windows	Included	Included	Included	Included	Included	
MFR - Mechno/5 by Mechoshade Systems or approved equal	Hunter Douglass	Lutron Contract	FlexShades	Included	Included	
Provide a complete operated system including fabric, mounting spline, end caps, fascia, filters, side channels, center channels, anchors and fasteners	Included	Included	Included	Included	Included	
Fabric "AV Blackout shade my Mechoshade or equal	Included	Included	Included	Included	Included	
<b>TOTALS</b>	<b>10,000</b>	<b>15,440</b>	<b>16,340</b>	<b>21,248</b>	<b>27,860</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount 10,000</b>					
<b>A1 Quality Blinds</b>	<b>10,000</b>					
<b>Alternates</b>						
RFI #25						
Alt #1: Manual Roller Shades at Larger Sectional Doors at Classrooms	9,000	12,628	20,820	Excluded	20,820	
Alt #2: ADD for Motorized Roller Shades at Larger Sectional Doors at Classrooms	13,500	37,552	41,930	Excluded	41,930	



Bid Evaluation Report

Final Cleaning

Marshall Classroom Building

Subcontractors

Description	AAA Express Janitorial	All-Pro Bidg Maintenance	Commercial Const Cleaning	Job Number	1641
				Bid Date	6/7/2017
				Date Printed	7/27/2017
Base Bid	2,700	28,760	22,550		
Spec #: N/A	N/A	N/A	N/A		
Furnished, Installed, FOB jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included		
Prequalified per Oxnard School District Standards	Included	N/A	N/A		
Attachment C Acknowledgement	Included	N/A	N/A		
<b>Final Construction Cleaning</b>					
Provide all safety equipment, hard hats, gloves, eye protection & vest	Included	Included	Included		
Include all cleaning tools, ladders, mops, brooms, towels, etc.	Included	Included	Included		
Clean elevator, inside & out	500	Included	Included		
Clean interior windows & mullions	Included	Included	Included		
Clean exterior windows	3,500	Included	Included		
Clean all cabinets, counter & millwork	Included	Included	Included		
Clean inside cabinets & drawers, shelves, bookcases	1,500	Included	Included		
Clean all door frames, hardware & kick-plates	Included	Included	Included		
Wipe clean baseboards	Included	Included	Included		
Wipe clean lights & T-bar ceiling (as required)	Included	Included	Included		
Vacuum all carpeted areas	Included	Included	Included		
Clean all air return grills	Included	Included	Included		
Clean all items attached to walls-FEC, MEP devices, signage marker bds, etc.	1,500	Included	Included		
Wipe, clean mech & elec rms equip, ductwork, conduit & piping	1,500	Included	Included		
Clean Boy's & Girl's restrooms & locker rooms	Included	Included	Included		
Clean plumbing fixtures, toilet part, sinks, mirrors, tops, toilets, lockers, etc.	2,500	Included	Included		
Clean tile floors & walls	2,500	Included	Included		
Sweep & mop all floors	Included	Included	Included		
Wax, 3-coat, all VCT floors	2,500	Included	Included		
Sweep & mop all exterior walkways, corridors, stairways & gurradrails	2,500	Included	Included		
Sweep & power wash ext bldg walks, sidewalk & hardscape	3,500	Included	3,500		

Bid Evaluation Report



**Final Cleaning**

**Marshall Classroom Building**

**Subcontractors**

Description	AAA Express Janitorial	All-Pro Bldg Maintenance	Commercial Const. Cleaning	Job Number	1641
					Bid Date
				Date Printed	7/27/2017
Prevailing Wage rates requirements	5,000	Included	Included		
T&M rate per employee			\$79.80/hr		
<b>TOTALS</b>	<b>29,700</b>	<b>28,760</b>	<b>26,050</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>		<b>Amount</b>			
<b>Commercial Const Cleaning</b>		<b>26,050</b>			

Bid Evaluation Report



**Elevators**

**Marshall Classroom Building**

**Subcontractors**

Job Number **1641**  
 Bid Date **6/7/2017**  
 Date Printed **7/27/2017**

Description	Kone, Inc.	Republic Elevator					
Base Bid	195,850	ALT: \$89,860					
Spec #: 14 2123 - Machine-Room-Less Electric Traction Passenger Elevators	Included	No Use Hydro					
Bond Rate	Bond at	Bond at					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included					
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included					
Bid Good for 60 Days	30 Days	60 days					
Prevailing Wage	Included	Included					
Prequalified per Oxnard School District Standards	N/A	N/A					
Attachment C Acknowledgement	N/A	N/A					
<b>Elevators</b>							
Deferred Approval - Elevator Guide Rails, G-001	Included	Included					
MFR, BOD - Kone EcoSpace Gearless Traction Elevator	Included	Twin Jack, Holeless					
Hoist Beam, Guide Rails per specs	w/ Steel	w/ Steel					
Pit ladder 13/A-561, notes states by Elev Mfr	w/ Steel	w/ Steel					
Continuous plate PL 3/16"x3" cont across hoistway 5&7/A-561	w/ Steel	w/ Steel					
Bldg I - New Classroom Building	Included	Included					
Elevator No. 1: 3500#, 150ft/min, 2 Stops, 2 Openings per Specs	Included	Included					
Includes all info for Elevator Details shown on sheet A-561	Included	Included					
Cab Interior Finishes - brushed SS at walls, front & doors w/ alum tube rail, ceiling translucent panels, alum threshold, floor (by others)	Included	Included					
Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see det 4/A-541 (no sheet A-541 provided)	Exclude/Qualify	Exclude/Qualify					
Make Connection Between Fire Alarm Relay and Elevator Controller	Included	Included					
Elevator Hostway Scaffolding	Included	Included					
Hoisting	Included	Included					
Textura invoice system	360	360					
ARC.10	(196,210)	89,860					
<b>TOTALS</b>	<b>0</b>	<b>90,220</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>						
<b>Republic Elevator</b>	<b>90,220</b>						



Bid Evaluation Report

Fire Sprinklers

Marshall Classroom Building

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Subcontractors

Description	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire			
Base Bid	276,600	123,456	126,266			
Spec #: 21 1000 - Fire Protection	Included	Included	Included			
License Designation C-16, Fire Protection Contractor	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	60 Days	30 Days	30 days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	No	Yes	Yes			
Attachment C Acknowledgement	Included	Included	Included			
<b>Furnish &amp; Install Fire Sprinkler System</b>						
Building 1, Classroom Building per FP sheets - FP-001 to 005	Included	Included	Included			
Manufacturer - Tyco	Included	Included	Included			
Complete Wet Pipe Automatic Sprinkler System	Included	Included	Included			
UL Approved Black Steel Piping, SCH 40 w/ Cast or Ductile Iron Screwed Fittings - 2" and Smaller	Included	Included	Included			
UL Approved Black Steel Piping, SCH 40 w/ Rolled Grooved Ends, Grooved Fittings and Mechanical or Welded Outlets - 2.5" and Larger	Included	Included	Included			
Complies with NFPA 13, 2013 ED., DSA, and Local AHJ Requirements	Included	Included	Included			
POC from 6" AFF, 4x3 Flexible GRC	Included	Included	Included			
3" Fire Riser at Bldg - 1/FP-002	Included	Included	Included			
Connect 6" Underground Fire Department Connection	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
4" Double Detector Check Valve Backflow Preventer (1/FP-02)	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Standard Upright, Pendant, Sidewall Sprinklers	Included	Included	Included			
Concealed Heads in Finished Ceilings w/ Cover Plate	Included	Included	Included			
Flush Sidewall Head in Soffits	Included	Included	Included			
Brass or White Finish	Included	Included	Included			
All Underground Piping as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Piping Distribution (Risers, Mains & Branch Lines)	Included	Included	Included			
Upright Sprinkler Deflectors as Shown	Included	Included	Included			
Provide Head Guards as Required	Included	Included	Included			
Head Box w/ Spare Heads and Wrenches	Included	Included	Included			
Install Ceiling Tiles w/ Sprinkler Heads in Panels Where Required (FP-03)	Included	Included	Included			



Bid Evaluation Report

**Fire Sprinklers**

**Marshall Classroom Building**

**Subcontractors**

Job Number **1641**  
 Bid Date **6/7/2017**  
 Date Printed **7/27/2017**

Description	Subcontractors			TOTALS	Recommendation:
	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire		
Install sprinklers in elevator shaft and elevator equipment, not shown	2,500	2,500	2,500		
All Seismic Bracing, Hangers, Embeds as Required	Included	Included	Included		
Sleeves as Required	Included	Included	Included		
Floor Blockouts, Coring, Saw Cutting as Required	Included	Included	Included		
All Gauges, Valves, Flow and Tamper Switches	Included	Included	Included		
Valve Seals, Tags, Safety Markers, and Charts	Included	Included	Included		
Electric Bell	Included	Included	Included		
Sound and Vibration Control	Included	10,000	10,000		
Furnish Access Panels as Required	Included	Included	1,250		
Excavation and Backfill as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities		
Fire Caulking / Sleeves / Firestopping	Included	Included	1,250		
Permits / Plan Check / Inspections / Testing / Fees	1,000	1,000	1,000		
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included	Included		
Calculations / Engineered Plans / Shop Drawings	Included	Included	2,500		
BIM Coordination	5,000	5,000	5,000		
As-Builts and Record Documents	Included	Included	Included		
Hoisting of Own Material as Required	Included	Included	Included		
Schedule and Pay for State and Local Inspections	1,500	1,500	1,500		
<b>TOTALS</b>	<b>286,600</b>	<b>143,456</b>	<b>151,266</b>	<b>0</b>	<b>0</b>
<b>J.G. Tate Fire Protection</b>	<b>Amount</b>	<b>143,456</b>			



Bid Evaluation Report

Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commercial	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Job Number	
					Suttles Plumbing	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	315,100	349,530	335,765	416,610	412,000	
Spec #: 22 0500 - Basic Materials and Methods	Included	Included	Included	Included	Included	
Spec #: 22 0553 - Identification	Included	Included	Included	Included	Included	
Spec #: 22 0700 - Insulation	Included	Included	Included	Included	Included	
Spec #: 22 0800 - Equipment and Systems Tests	Included	Included	Included	Included	Included	
Spec #: 22 1100 - Domestic and Industrial Water Systems	Included	Included	Included	Included	Included	
Spec #: 22 1300 - Drainage System	Included	Included	Included	Included	Included	
Spec #: 22 4000 - Plumbing Fixtures	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	30 Days	60 Days	60 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	No	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
<b>Furnish &amp; Install All Plumbing Fixtures w/ Associated Connections</b>	Included	Included	Included	Included	Included	
Plumbing Fixtures	Included	Included	Included	Included	Included	
Water Closet, Floor-Mounted ADA (WC-1 & WC-2)	Included	Included	Included	Included	Included	
Lavatory w/ Manual Metering Faucet, Wall-Mounted ADA (L-1 & L-2)	Included	Included	Included	Included	Included	
Waterless Urinals (UR-1)	Included	Included	Included	Included	Included	
Classroom Sink w/ Manual Metering Faucet (S-1)	Included	Included	Included	Included	Included	
ADA Hilo Stainless Drinking Fountain (DF-1)	Included	Included	Included	Included	Included	
Service Sinks (SS-1)	Included	Included	Included	Included	Included	
Floor Drains (FD-1)	Included	Included	Included	Included	Included	
Hose Bibbs (HB-1)	Included	Included	Included	Included	Included	
Hose Bibbs on Landscape Drawings (RFI# 10)	2,000	2,000	2,000	2,000	2,000	
Trap Primers (TP-1)	Included	Included	Included	Included	Included	
Roof / Overflow Drains (RD-1 & OD-1)	Included	Included	Included	Included	Included	
Cleanouts	Included	Included	Included	Included	Included	
Gas Shut-Off Valves	Included	Included	Included	Included	Included	
Water Hammer Arrestors	Included	Included	Included	Included	Included	
All Fixtures Meet ADA	Included	Included	Included	Included	Included	
Commercial Grade Toilet Seats	Included	Included	Included	Included	Included	
Special Wrenches for Servicing	250	Included	Included	Included	Included	
Faucet Repair Kits	1,000	Included	Included	1,000	Included	
<b>Furnish &amp; Install All Plumbing Equipment w/ Associated Connections</b>	Included	Included	Included	Included	Included	



Bid Evaluation Report

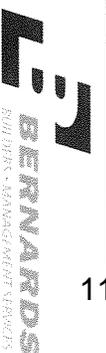
Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Job Number	
					Suttles Plumbing	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
<i>Manufacturers per P-001</i>	Included	Included	Included	Included	Included	
Tankless Gas Water Heaters (WH-1 & WH-2)	Included	Included	Included	Included	Included	
Circulating Pump (CP-1)	Included	Included	Included	Included	Included	
Expansion Tanks (ET-1)	Included	Included	Included	Included	Included	
<b>Furnish &amp; Install All Plumbing Piping</b>	Included	Included	Included	Included	Included	
Hot and Cold Water Piping	Included	Included	Included	Included	Included	
Copper Type L Lead-Free Piping	Included	Included	Included	Included	Included	
<i>1. Lead-Free stops and white painted wire supply</i>	Included	Included	Included	Included	Included	
Waste and Vent Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Storm and Roof Drain Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Gas Piping	Included	Included	Included	Included	Included	
Schedule 40 Steel	Included	Included	Included	Included	Included	
Condensate Piping, HVAC	Included	Included	Included	Included	Included	
Copper Type M, Lead-Free	Included	Included	Included	Copper Type L	Included	
Connect Sewer, Storm Drain and Domestic Water	Included	Included	Included	Included	Included	
Service 5' Out	Included	Included	Included	Included	Included	
Piping Insulation as Required	Included	Included	Included	Included	Included	
Temporary Water for Construction Use (Meter by Others)	13,400	13,400	13,400	13,400	13,400	
Galvanize Flashings, Roof Jacks, Pipe Collars as Required	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
BIM Coordination	10,000	17,500	10,000	10,000	10,000	
Caulking and Sealants as Required	Included	Included	Included	Included	Included	
Fire Caulking, Sleeves, Fire Stopping as Required	Included	Included	Included	Included	Included	
Drilling, Boring, Cutting, Notching as Required	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
Supports, Anchors, Seismic Bracing as Required	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	4,642	4,642	4,642	4,642	4,642	
Vibration Isolation	Included	Included	Included	Included	Included	
Access Panels as Required, Furnish Only	Included	Included	Included	Included	Included	
All Related Trenching and Backfill to 90%	Included	Included	Included	Included	Included	
Flush, Chlorinate, Disinfect and Sterilize Domestic Water	Included	Included	Included	Included	Included	
Haul Off Spoils Generated by Own Work	2,470	10,000	2,925	Included	Included	
Provide and connect water line to construction trailer	3,350	3,350	3,350	3,350	3,350	
Temporary tool/storage bins	1,400	1,400	1,400	1,400	1,400	
Temporary Toilets	2,100	2,100	2,100	2,100	2,100	

Bid Evaluation Report

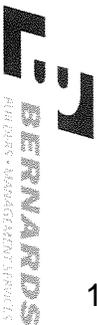


**Plumbing**

**Marshall Classroom Building**

**Subcontractors**

Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Temporary Handwash facilities	2,100	2,100	2,100	2,100	2,100		
ARC:27	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)		
<b>TOTALS</b>	<b>355,312</b>	<b>403,522</b>	<b>375,182</b>	<b>454,102</b>	<b>473,850</b>		<b>0</b>
<b>Recommendation:</b>						<b>Amount</b>	
<b>City Commerical</b>						<b>355,312</b>	



Bid Evaluation Report

HVAC

Marshall Classroom Building

Subcontractors

Description	Climate Control	J.R. Barto	Sheldon Mechanical	WR Robbins Co.	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	610,090	544,600	435,800	440,000		
Spec #: 23 0000 - General Provisions	Included	Included	Included	Included		
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included		
Spec #: 23 0548 - Vibration Isolation and Seismic Restraints	Included	Included	Included	Included		
Spec #: 23 2500 - Water Treatment	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude		
Spec #: 23 3100 - Air Transmission and Distribution System	Included	Included	Included	Included		
Spec #: 23 8000 - Air Conditioning and Air Handling Management	Included	Included	Included	Included		
Spec #: 23 9000 - Building Management System	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	90 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	No	Yes	Yes	Yes (Chapman Air Systems, Inc.)		
Attachment C Acknowledgement	Included	Included	Included	Included		
<b>Furnish &amp; Install All HVAC Equipment</b>						
Building Equipment	Included	Included	Included	Included		
Roof-Mounted Package Units w/ Spring Isolators and Curb, AC1-AC12 - Carrier	Included	Included	Included	Included		
Roof-Mounted, Exhaust Fans - Loren Cook	Included	Included	Included	Included		
Ductless Split AC Units - Mitsubishi	Included	Included	Included	Included		
Heating Ventilator Air Units - Reznor	Included	Included	Included	Included		
Factory Curbs/ Install	Included	Included	Included	Included		
<b>Furnish &amp; Install All Ductwork and Distribution</b>						
Sheet Metal Lined Round Ducts	Included	Included	Included	Included		
Sheet Metal Rectangular Ducts	Included	Included	Included	Included		
Flexible Round Ducts	Included	Included	Included	Included		
Building Distribution	Included	Included	Included	Included		
Supply, Return and Exhaust Ductwork	Included	Included	Included	Included		
Ceiling Supply/Return/Exhaust Diffusers	Included	Included	Included	Included		
Supply/Return/Exhaust Air Side Grilles	Included	Included	Included	Included		
Side Wall Mounted Transfer Grilles	Included	Included	Included	Included		
Outdoor Exhaust Grilles	Included	Included	Included	Included		
Fire/Smoke Dampers	Included	Included	Included	Included		
90° Elbows at Ceiling Diffusers	Included	Included	Included	Included		
Sound Boots as Required	Included	Included	Included	Included		
Sheet Metal Louvers	Included	Included	3,800	Included		

Bid Evaluation Report



**HVAC**

**Marshall Classroom Building**

**Subcontractors**

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Climate Control				Mechanical			
	J.R. Barto	Sheldon	WR Robbins Co.		J.R. Barto	Sheldon	WR Robbins Co.	
Backdraft Dampers at Exhaust as Required	Included	Included	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/1M505	w/ Plumbing 10,050	w/ Plumbing 10,050	w/ Plumbing 10,050	w/ Plumbing 20,000				
22 ga galv hoods at roof ductwork per 4/M-510								
<b>Furnish &amp; Install HVAC Controls</b>	Included	Included	Included	Included	Included	Included	Included	
Energy Management and Building Management Control Systems (DDC)	Included	Included	Included	Included	Included	Included	Included	
MFR - Aleton	Included	Included	Included	Included	Included	Included	Included	
Tie-In Controls w/ Current EMS Already Serving the Existing Campus (RFI #29)	Included	Included	Included	Included	Included	Included	Included	
All Low Voltage Wiring for Own Systems	Included	Included	Included	Included	Included	Included	Included	
All Duct Supports, Seismic Restraints, and Bracing as Required	Included	Included	Included	Included	Included	Included	Included	
HVAC Mounting - M.W. Sausse & Co, Vibrex VIC-EQ w/ Spring Mounts M-521	Included	Included	Included	Included	Included	Included	Included	
All Piping and Duct Insulation as Required	Included	Included	Included	Included	Included	Included	Included	
All Mechanical Piping as Shown on Plans	Included	Included	Included	Included	Included	Included	Included	
Sound and Vibration Control	Included	Included	Included	Included	Included	Included	Included	
Access Panels as Required - Furnish Only	Included	3,500	Included	Included	Included	Included	Included	
All Required Signage and Identification Labels	Included	Included	Included	Included	Included	Included	Included	
Splay Wires for HVAC Registers and Grilles as Required	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	
Safety walk and progressive cleanup	6,218	6,218	6,218	6,218				
Construction Filters and Final Filters	Included	Included	Included	Included	Included	Included	Included	
All Sheet Metal Flashings as Required	Included	Included	Included	Included	Included	Included	Included	
Firestopping at Penetrations	Included	2,000	Included	Included	Included	Included	Included	
Testing and Balancing	Included	Included	Included	Included	Included	Included	Included	
Duct Pressure Testing	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	
Hoisting of Own Material as Required	Included	Included	Included	Included	Included	Included	Included	
BIM Coordination	6,700	6,700	6,700	6,700				
ARC.11	(56,000)	(56,000)	(56,500)	(56,000)				
ARC.24	(42,000)	(42,000)	(42,600)	(42,000)				
<b>TOTALS</b>	<b>535,057</b>	<b>475,068</b>	<b>366,968</b>	<b>374,918</b>	<b>0</b>	<b>0</b>		
<b>Recommendation:</b>	<b>Amount</b>							
<b>Sheldon Mechanical</b>	<b>366,968</b>							



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number		
					Siemens	1641	
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Base Bid	1,241,580	1,075,100	989,000	1,020,000		Fire Alarm Only	
<b>Division 26 - Electrical</b>	Included	Included	Included	Included			
Spec #: 26 0126 - Inspection Test and Acceptance	Included	Included	Included	Included			
Spec #: 26 0500 - Common Work Results for Electrical	Included	Included	Included	Included			
Spec #: 26 0513 - Basic Electrical Materials and Methods	Included	Included	Included	Included			
Spec #: 26 0519 - Low-Voltage Wires (600 Volt AC)	Included	Included	Included	Included			
Spec #: 26 0526 - Grounding and Bonding	Included	Included	Included	Included			
Spec #: 26 0533 - Raceways and Boxes Fitting and Supports	Included	Included	Included	Included			
Spec #: 26 0586 - Motors and Drives	Included	Included	Included	Included			
Spec #: 26 0800 - Electrical Systems & Commissioning	Included	Included	Included	Included			
Spec #: 26 0923 - Lighting Control Systems	Included	Included	Included	Included			
Spec #: 26 1000 - Service Entrance	Included	Included	Included	Included			
Spec #: 26 2200 - Low Voltage Transformers	Included	Included	Included	Included			
Spec #: 26 2413 - Switchboards 1000	Included	Included	Included	Included			
Spec #: 26 2416 - Panelboards and Signal Terminal Cabinets	Included	Included	Included	Included			
Spec #: 26 2419 - Motor Control Devices	Included	Included	Included	Included			
Spec #: 26 5000 - Lighting	Included	Included	Included	Included			
Spec #: 26 5200 - Emergency Power Systems	Included	Included	Included	Included			
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included			
<b>Division 27 - Communications</b>	Included	Included	Included	Included			
Spec #: 27 0126 - Test and Acceptance Requirements for Structured Cabling	Included	Included	Included	Included			
Spec #: 27 1013 - Structured Cabling	Included	Included	Included	Included			
Spec #: 27 4113 - Classroom Sound Enhancement System	Included	Included	Included	Included			
Spec #: 27 5116 - Public Address and Intercommunication Systems	Included	Included	Included	Included			
Spec #: 27 5313 - Clock and Program Systems	Included	Included	Included	Included			
<b>Division 28 - Electronic Safety and Security</b>	Included	Included	Included	Included			
Spec #: 28 1600 - Intrusion Detection System	Included	Included	Included	Included			
Spec #: 28 3100 - Fire Detection and Alarm System	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	30 days	60 Days	60 Days	30 Days			

Bid Evaluation Report

**Electrical / Low Voltage**

**Marshall Classroom Building**

**Subcontractors**

Description	Oilfield Electric		Reyes & Sons		Taft Electric		Venco		Siemens	
	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Prevaling Wage	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Prequalified per Oxnard School District Standards	Included		Included		Included		Included		Included	
Attachment C Acknowledgement	Included		Included		Included		Included		Included	
<b>Furnish &amp; Install Building Electrical</b>										
Main Gear and Panels	Included		Included		Included		Included		Included	
1200A WP Main Switch Board, 480Y/277V, 3 Phase, 4W	Included		Included		Included		Included		Included	
Panel board ("MP"/E-030)	Included		Included		Included		Included		Included	
500KVA WP Site Transformer w/ Disconnect	Included		Included		Included		Included		Included	
Distribution Boards	Included		Included		Included		Included		Included	
Panel Boards	Included		Included		Included		Included		Included	
Lighting Control Panels and Lighting Control System	Included		Included		Included		Included		Included	
Circuit Breakers	Included		Included		Included		Included		Included	
Transformers	Included		Included		Included		Included		Included	
Ground Bus / Grounding Systems	Included		Included		Included		Included		Included	
Distribution, Conduit and Wiring	Included		Included		Included		Included		Included	
Copper Bussing and Wiring w/ Rigid Conduit	Included		Included		Included		Included		Included	
Feeders (RFI# 26)	Included		Included		Included		Included		Included	
Power Distribution	Included		Included		Included		Included		Included	
Conduits & Raceways	Included		Included		Included		Included		Included	
Lighting Switches, Conduit and Wiring	Included		Included		Included		Included		Included	
Cable Trays	Included		Included		Included		Included		Included	
Terminal Cabinets & Racks	Included		Included		Included		Included		Included	
Outlet & Junction Boxes, Pull Boxes	Included		Included		Included		Included		Included	
Wiring Devices	Included		Included		Included		Included		Included	
Switches / Disconnects	Included		Included		Included		Included		Included	
Overcurrent Protection	Included		Included		Included		Included		Included	
Connections to Existing Generator	Included	2,500	Included	2,500	Included	2,500	Included	2,500	Included	
Power to Equipment	Included		Included		Included		Included		Included	
Power to Mechanical & Plumbing Equipment	Included		Included		Included		Included		Included	
Power to Misc. Equipment / Motors / Devices	Included		Included		Included		Included		Included	
Power to Electric Overhead Coiling Doors w/ Low Voltage Wiring (RFI# 62)	Included		Included		Included		Included		Included	
Power to Building Lighting w/ Controls and Panels	Included		Included		Included		Included		Included	
Power for Irrigation Controller (RFI#65)	Included		Included		Included		Included		Included	
Conduit & Back Boxes Only:	Included		Included		Included		Included		Included	
Voice / Data / CATV Systems	Included		Included		Included		Included		Included	
Computer Network Cabling System	Included		Included		Included		Included		Included	
Autonomous PA System	Included		Included		Included		Included		Included	
Occupancy / Motion Sensor System	Included		Included		Included		Included		Included	
Energy Management Systems / HVAC Controls	Included		Included		Included		Included		Included	



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Siemens
	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	
Other Low Voltage Systems (E-001)	Included	Included	Included	Included	
Temporary Power and Lighting	42,000	42,000	39,000	42,000	
Install, Maintain, Relocate for Construction Offices	Included	Included	Included	Included	
Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included	Included	
Temp Power for Elevator Testing and Build Out	Included	Included	Included	Included	
Temp Power Spider Boxes	Included	Included	Included	Included	
Temp Light Strings	Included	Included	Included	Included	
Conduit and Wire to Jobsite Trailers	Included	Included	Included	Included	
<b>Furnish &amp; Install Building Low Voltage Systems</b>					
Fire Alarm System	See Below	See Below	See Below	See Below	See Below
Complete Addressable Fire Alarm System (E-204 & E-304)	71,131	71,131	Included	71,131	71,131
Manufacturer - Siemens	Siemens Bid	Siemens Bid	Included	Siemens Bid	Included
Per City Fire Dept. Standards	Included	Included	Included	Included	Included
FACP, Annunciator, Devices, Equipment & Conductors	Included	Included	Included	Included	Included
Fire Alarm Equipment Schedule E-020	Included	Included	Included	Included	Included
Fire Alarm Details - E020-022	Included	Included	Included	Included	Included
Elevator System	Connection Only	Connection Only	Connection Only	Connection Only	Connection Only
Horns, Strobes, Pull Stations, Detectors	Included	Included	Included	Included	Included
Smoke Duct Detectors - Furnish Only	Included	Included	Included	Included	Included
Interlock to HVAC Unit Shut-Down, as shown	Included	Included	Included	Included	Included
Complete Plans / Specifications / Calculations	Included	Included	Included	Included	Included
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included	Included
Permits / Licenses / Fees	Included	Included	Included	Included	Included
Security, Intrusion and Access Control System	24,950	Included	Included	27,500	Included
MFR - Per Specs	Included	Included	Included	Included	Included
Computer, Monitors, and Recording Devices	By Owner	By Owner	By Owner	By Owner	
Complete	Included	Included	Included	Included	
Infrared Motion Detectors	Included	Included	Included	Included	
Interconnection with Door and Gate Hardware as Required	Included	Included	Included	Included	
Interconnection with Overhead Doors as Required	Included	Included	Included	Included	
Interconnection with Elevators as Required	Included	Included	Included	Included	
All Weather-Rated Enclosures	Included	Included	Included	Included	
All Wiring as Required	Included	Included	Included	Included	
Complete Plans / Specifications / Calculations	Included	Included	Included	Included	
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included	
Permits / Licenses / Fees	Included	Included	Included	Included	
Telecom / Data / CATV (E-203 & E-303)	Included	Included	Included	Included	
Telecom / CATV Back-Bone Cabling	Included	Included	Included	Included	

Bid Evaluation Report

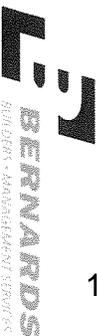
Electrical / Low Voltage

Marshall Classroom Building



Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Siemens	
Multi-Mode & Single-Mode Fiber Optic Cable	Included	Included	Included	Included		
CAT 5E Cabling	Included	Included	Included	Included		
Voice Cabling	Included	Included	Included	Included		
Faceplates, Data and Phone Jacks	Included	Included	Included	Included		
Signal Terminal Cabinets	Included	Included	Included	Included		
All Connectors, Hangers, Labels as Required	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Install and Connect Owner Furnished Rack Mounted Uninterruptible Power Supplies and Ethernet Switches in Equipment Cabinets at Locations with Active Equipment.	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Classroom Sound Enhancement System (E-203 & E-303)	Included	Included	Included	Included		
<i>Manufacturer - Per Spec (274113, 2.01)</i>	Included	Included	Included	Included		
Infrared Technology - Dome Sensors	Included	Included	Included	Included		
Single and Multiple Input/Output Amplifiers	Included	Included	Included	Included		
Loudspeakers w/ Integral Sealed Back Can	Included	Included	Included	Included		
Wall Mounted Control Panel	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Battery Chargers	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
PA and Intercommunication System (E-203 & E-303)	Included	Included	Included	Included		
<i>Manufacturer - Per Spec (275116, 2.01)</i>	Included	Included	Included	Included		
System Equipment Racks	By Owner	By Owner	By Owner	By Owner		
Central Card Cage / Shelf Assembly	By Owner	By Owner	By Owner	By Owner		
Intercom System w/ Display Telephone	Included	Included	Included	Included		
Wall Mounted Control Panel & Display Units	Included	Included	Included	Included		
Turners, CD Players, Power Amplifiers, Loudspeakers Etc.	By Owner	By Owner	By Owner	By Owner		
Terminal Blocks and Cabinets	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Master Clock System	Included	Included	Included	Included		
<i>Manufacturer - Lathem LTR8-512-M or District Approved</i>	Included	Included	Included	Included		
Power Supplies, Backboxes, Etc.	Included	Included	Included	Included		



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number	
					Siemens	1641
					Date Printed	6/7/2017
					Date Printed	7/27/2017
All Wall-Mounted Clocks	Included	Included	Included	Included		
Standby Battery System (7 Days)	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
<b>Furnish &amp; Install Site Electrical</b>	Included	Included	Included	Included		
Safe-Off of Electrical For Removal of Existing Equipment, Conduit and Wiring (2/E-102)	Included	Included	Included	Included		
Removal, Replacement at Existing Site Electrical (E-102)	108,458	108,458	108,458	108,458	125,208	16,750
Surveying route of new service	Included	Included	Included	Included		
Potholing & line verification of new runs	Included	Included	Included	Included		
Demo area at new transformer/switchgear in parking lot:	Included	Included	Included	Included		
Demo curbs	Included	Included	Included	Included		
Demo Landscape/AC Paving	Included	Included	Included	Included		
AC Paving demo at dropoff	Included	Included	Included	Included		
Sawcut and demo site concrete work entire run of Electrical runs	Included	Included	Included	Included		
Add 50% more site concrete demo to go to a control or expansion joint	Included	Included	Included	Included		
Sawcut and demo AC Paving work entire run of Electrical runs	Included	Included	Included	Included		
Demo at Dirt / Landscape/Shrubs/Irrigation work entire run of Electrical runs	Included	Included	Included	Included		
New work for SCE work (E-101 & E-102)	Included	Included	Included	Included		
New Pads at new SCE transformer - 8'x10' - 1/E-102	Included	Included	Included	Included		
New Pads at new 500kva Transformer - 16'x21' - 1/E-102	Included	Included	Included	Included		
New Curbs (from Demo above)	Included	Included	Included	Included		
Put-Back Balance of Landscape/AC Paving in reworked electrical area at existing parking lot	Included	Included	Included	Included		
AC Paving at trench that crossed the Dropoff drive lane	Included	Included	Included	Included		
Possible Re-Striping	Included	Included	Included	Included		
Reinstall site concrete work entire run of Electrical runs - this appears to be colored concrete	Included	Included	Included	Included		
Reinstall the Added 50% more site concrete demo to go to a control or expansion joint	Included	Included	Included	Included		
Reinstall AC Paving work entire run of Electrical runs	Included	Included	Included	Included		
Reinstall Dirt/Landscape/Shrub/Irrigation work entire run of Electrical runs	Included	Included	Included	Included		

Bid Evaluation Report

**Electrical / Low Voltage**

**Marshall Classroom Building**

**Subcontractors**

Description	Subcontractors				Siemens
	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	
Furnish / Install concrete filled steel Bollards with footings	Included	Included	Included	Included	
Dry Utilities - Power	Included	Included	Included	Included	
Secondary Conduit From New On-Site Transformer to New Wp Main Switchboard (Wire by SCE) (1/E-102)	Included	Included	Included	Included	
MP-1 - (3) 3" Conduit w/ (3) 350KCM & (1) #2/0 in Each Conduit (RFI# 26)	Included	Included	Included	Included	
MP-2 - (3) 3" Conduit w/ (4) 250KCM & (1) #2/0 in Each Conduit & (2) 4" Conduit for Future Power to New Pullbox to New Building (RFI# 26)	Included	Included	Included	Included	
Power to Existing "MSB" From New 500KVA Transformer	Included	Included	Included	Included	
MP-1A - (6) 3" Conduit w/ (4) 350KCM & (1) 250KCM in Each Conduit (RFI# 26)	Included	Included	Included	Included	
New Intercept Underground Pullbox and Connection to Existing Power for "MSB"	Included	Included	Included	Included	
(4) 350KCM & (1) 250KCM Wiring in Existing "MSB" Conduits	Included	Included	Included	Included	
Stub Out (2) Different Lines of (2) 4" Conduit for Future Power from New Pullbox (E-101)	Included	Included	Included	Included	
Utility Company Primary Switch	w/ SCE	w/ SCE	w/ SCE	w/ SCE	
Utility Company Site Transformer	w/ SCE	w/ SCE	w/ SCE	w/ SCE	
Conductors: by Utility Company	w/ SCE	w/ SCE	w/ SCE	w/ SCE	
Dry Utilities - Low Voltage	Included	Included	Included	Included	
(5) 2" Conduits for Low Voltage Systems (FA, SEC, Clock, PA, Tele and Data) From Existing Building to New Pullbox to New Building (E-101)	Included	Included	Included	Included	
(4) 2" Conduits for Future Low Voltage Stubbed From Existing Building to New Pullbox (E-101)	Included	Included	Included	Included	
Stub Out (2) Different Lines of (4) 2" Conduit for Future Low Voltage from New Pullbox (E-101)	Included	Included	Included	Included	
Underground Power Distribution for Site Lighting and Site Power	Assume Existing	Assume Existing	Assume Existing	Assume Existing	
Power to PIVs, Tamper Switches, Backflows	Included	Included	Included	Included	
Electrical Vaults / Pull Boxes, as required	Included	Included	Included	Included	
Traffic Rated Covers / Frames, as required	Included	Included	Included	Included	
<b>Furnish &amp; Install Lighting</b>	Included	Included	Included	Included	
LED and Fluorescent Lighting as Shown	Included	Included	Included	Included	
Lighting Fixtures per Schedule on E-010	Included	Included	Included	Included	

Bid Evaluation Report



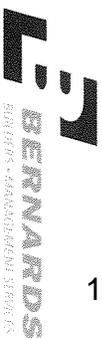
**Electrical / Low Voltage**

**Marshall Classroom Building**

**Subcontractors**

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number		
					Siemens	1641	
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Lighting Fixtures at New Classroom Building (E-201 & E-301)	Included	Included	Included	Included			
Exit Signs	Included	Included	Included	Included			
LED Lamps	Included	Included	Included	Included			
Non-LED Lamps	Included	Included	Included	Included			
Occupancy Sensors	Included	Included	Included	Included			
Spare Parts as Required (Spec. 265000, 3.03)	Included	Included	Included	Included			
Coordination of Shipping and Installation of Fixtures	Included	Included	Included	Included			
BIM Coordination (1 per Week for 2 Months)	18,425	18,425	16,750	18,425		3,000	
Plywood Backboards	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp			
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included	Included			
Concrete base at Electrical Equipment 5/E-050	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete			
Protective Bollards 2/E-050	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals			
NEMA Enclosures, where shown	Included	Included	Included	Included			
Flashings at Penetrations	Included	Included	Included	2,000			
Caulkings / Sealants	Included	Included	Included	Included			
Sleeves / Fire Caulking / Firestopping, as required	Included	Included	Included	Included			
Sound and Vibration control	Included	Included	Included	Included			
All Block Outs, Inserts, Coring, Notching, etc.	Included	Included	Included	Included			
Backfill Trenches / Bedding	Included	Included	Included	Included			
Safety walk and progressive cleanup	7,772	7,772	7,772	7,772			
All Required Signage and Identification Labels	Included	Included	Included	Included			
Seismic Bracing to Meet Code	Included	Included	Included	Included			
Access Panels as Required - Furnish Only	Included	5,000	3,000	4,000		1,500	
Haul Off Spoils Generated by Own Work	Included	15,000	15,000	15,000			
Electrical Permits	Included	3,000	No cost	3,000			
Disconnect & reconnect existing PV panels during SCE switch-over	5,000	5,000	5,000	5,000			
Refuse signs not included on lighting fixture schedule	1,000	1,000	1,000	1,000			
ARC.25	(10,000)	(10,000)	(10,000)	(10,000)			
<b>TOTALS</b>	<b>1,512,816</b>	<b>1,344,386</b>	<b>1,177,480</b>	<b>1,317,786</b>		<b>75,631</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>						
<b>Taft Electric</b>	<b>1,177,480</b>						

Bid Evaluation Report



**Electrical / Low Voltage**

**Marshall Classroom Building**

**Subcontractors**

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
<b>Alternates</b>							
Add Alternate (RFI#70) - Per Spec I01400 2.07B, Provide Refuse Sign not Indicated on Lighting Fixture Schedule.			\$850/ea				
Add Alternate (RFI #16) - Connect Genset w/ Power Required for Essential Equipment to run During Potential Power Outages such as Site & Parking Lot Lights, Fire Alarm Panel, Security System, and Jobsite/Trailers Related Electrical Requirements.			35,000				

Bid Evaluation Report



**Demo & Earthwork**

**Marshall Classroom Building**

**Subcontractors**

Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	See Below	See Below	See Below	See Below		
Spec #: 31 1000 - Site Clearing	Included	Included	Included	Included		
Spec #: 31 2200 - Grading	Included	Included	Included	Included		
Spec #: 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included		
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included		
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included		
Spec #: 31 2326 - Base Course	Included	Included	Included	Included		
Soil Report: by CTE South dated 7/11/16	Included	Included	Included	Included		
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
<b>Demolition</b>	35,467	32,985	35,467	35,467		
Demolition Plan C-101, at New Building location	Included	Included	Included	Included		
Demolition Plan C-102, at Reworked Existing Parking Lot area	Included	Included	Included	Included		
Demolition Plan C-103, at New Play Area location	Included	Included	Included	Included		
Underground Utility Location, Potholing, Capping or Disconnecting Utilities	5,000	5,000	5,000	5,000		
Removal Notes:	Included	Included	Included	Included		
1 - Remove existing asphalt pavement & base, full depth	Included	Included	Included	Included		
2 - Clear, grub & remove existing turf/planter/exposed subgrade area	Included	Included	Included	Included		
3 - Remove existing shrubs, trees and roots	Included	Included	Included	Included		
4 - Remove existing catch basin	Included	Included	Included	Included		
5 - Remove Play area, including the existing play structure (Per RFI#11)	Included	1,500	Included	Included		
6 - Sawcut existing & remove existing pavement, curb or v-gutter	Included	Included	Included	Included		
7 - Remove existing curb	Included	Included	Included	Included		
8 - Remove existing utilities (identified)	Included	Included	Included	Included		
9 - Sandblast existing striping	Included	Included	Included	Included		
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape		
11 - Remove existing concrete V-gutter	Included	Included	Included	Included		
12 - Remove sign in its entirety	Included	Included	Included	Included		
30-39 - Protect-In-Place items as noted	Included	Included	Included	Included		

Bid Evaluation Report



**Demo & Earthwork**

**Marshall Classroom Building**

**Subcontractors**

Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Demo Mobilizations	1,000	Included	Includes 2 ea	Includes 2 ea		
Add for demo of existing handball court walls & footings	Excluded	Excluded	Excluded	Excluded		
<b>Grading</b>	No Bid	94,720	108,940	96,507		
See General Civil Notes pertaining to your scope - C-001	-----	Included	Included	Included		
Water Meter and Construction Watering for Own Scope	-----	1,000	1,000	1,000		
Erosion Control for your work (none shown on drawings)	-----	2,500	2,500	2,500		
Haul route for your work	-----	Included	Included	Included		
Move-Ins as required	-----	Included	Included	Included		
July '17 Move-On	-----	Included	Included	Included		
Include per Composite Grading Plan C-300,301,302 and Grading Sections C-303-304	-----	Included	Included	Included		
Mass Excavation and Fine Grade Subgrade	-----	Included	Included	Included		
Soils Report: #5.2-Site Preparation, Geotechnical & Grading Notes: C-001	-----	Included	Included	Included		
Temp Soil Stabilization (if required)	-----	Included	Included	Included		
Over-Ex to suitable native soils (varies across site, but generally lie approx 4' below current grades) or minimum 42" below bottom of all footings, whichever depth is greatest	-----	Included	Included	Included		
See Structural detail 15/S-400A, Typical Foundation & Slab Subgrade - excavation to 42" below footing and 60" below finish grade	-----	Included	Included	Included		
Extend 5' from Perimeter Edges	-----	Included	Included	Included		
Onsite existing fill disturbed for agricultural activities and native materials are suitable for use as fill and backfill materials	-----	Included	Included	Included		
Over-Ex at Elevator Pit	-----	Included	Included	Included		
Over-Ex 24" at Site Conditions - AC Paving, Site concrete, Unit Pavers, Play Area surfacing	-----	Included	Included	Included		
Sub-Grade Compaction of 90%	-----	Included	Included	Included		
At PCC Pavers: removal, excavation and recompaction of top 24" to 95%	-----	Included	Included	Included		
New Play Area: C-103, 9/C-702	-----	Included	Included	Included		
Overexcavate & recompact area after demo, ready for perimeter concrete curb (by others)	-----	Included	Included	Included		
Include Type 2 sub-base to 95% compaction - thickness to be 4"	-----	5,000	5,000	5,000		
Geofabric over subbase, per cut sheet from RFI#12 response - provide Alternate Add	-----	Not required	Not required	Not required		
Excavation for mow strips	-----	2,500	Included	Included		

Bid Evaluation Report



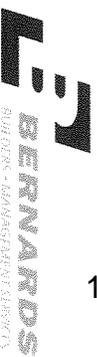
**Demo & Earthwork**

**Marshall Classroom Building**

**Subcontractors**

Job Number 1641  
 Bid Date 6/7/2017  
 Date Printed 7/27/2017

Description	Standard Demolition	Subcontractors				
		Damar Const.	Leko Const.	Toro Ent.		
Fine Grading for Sitework	-----	Included	Included	Included		
Export Spoils Stockpiled by Others	-----	\$XX / CY	\$XX / CY	\$XX / CY		
Concrete Footing Spoils, Structural	-----	8,125	8,125	8,125		
Concrete Footing Spoils, Site	-----	1,250	1,250	1,250		
Site Utilities	-----	2,500	2,500	2,500		
Plumbing, Electrical	-----	2,500	2,500	2,500		
Dust Control during construction		16,884	16,884	16,884		
<b>TOTALS</b>	<b>0</b>	<b>176,464</b>	<b>189,166</b>	<b>176,733</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Damar Const.</b>	<b>176,464</b>					



Bid Evaluation Report

Asphalt Paving & Striping

Marshall Classroom Building

Subcontractors							Job Number	1641
							Bid Date	6/7/2017
							Date Printed	7/27/2017
							Berry Engineering	B&M Contractors
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Paving				
Base Bid	0	35,440	See below	64,950		37,772	49,825	
Spec #: 31 2316 - Excavation & Fill Paving	-----	Included	Included	Included		Included	Included	
Spec #: 31 2326 - Base Course	-----	Included	Included	Included		Included	Included	
Spec #: 32 0117 - Pavement Repair	-----	Included	Included	Included		Included	Included	
Spec #: 32 1216 - Asphalt Paving	-----	Included	Included	Included		Included	Included	
Spec #: 32 1236 - Seal for Bituminous Surfacing	Included	Included	Included	Included		Included	Included	
Bond Rate (if required)								
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included		Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included		Included	Included	
Prevailing Wage	Included	Included	Included	Included		Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		N/A	N/A	
<b>AC Paving</b>								
See Legend on C-002:	No Bid	Included	Included	Included		Included	Included	
Eastside of New Building - 3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	Included	Included		Included	Included	
Fire Lane, 4" thk (2" Class C2 & 2" Class B) AC Surfacing over 9" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	15,538	Included		Included	Included	
Include the Pavement-to-pavement joint detail, 4/C-702	-----	Included	Included	Included		Included	Included	
Existing Parking Lot Rework, C-202	-----	Included	Included	Included		Included	Included	
Sawcut and removal of existing paving (C-102)	-----	w/ Demo	w/ Demo	w/ Demo		w/ Demo	w/ Demo	
Remove, reinstall base & recompact subgrade if unsuitable per 32.01.17, 3.02.B	-----	w/ Demo	w/ Demo	w/ Demo		w/ Demo	w/ Demo	
3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	27,966	Included		Included	Included	
Redwood Header at Grass	-----	Included	Included	Included		Included	Included	
Final 2 coat Seal over new paving per specs	-----	2,850	Included	Included		Included	Included	
Clean, Re-Seal, Re-Stripe existing Playground area, not shown	Excluded	Excluded	Excluded	Excluded		Excluded	Excluded	
<b>Striping &amp; Signage</b>								
Existing Parking Lot - Striping Plan C-204	9,275	No Bid	No Bid	No Bid		No Bid	No Bid	
Sandblast existing striping at existing lot per Demo sheet C-102	Included	8,790	10,820	10,820		10,820	10,820	
Installation of new work at Existing Parking Lot: Standard Parking Spaces - 4" thk white lane per Caltrans Std Plan A20B, detail 27B	Included	Included	-----	-----		-----	-----	
Stripe Crosshatch Areas	Included	Included	-----	-----		-----	-----	

Bid Evaluation Report



**Asphalt Paving & Striping**

**Marshall Classroom Building**

Description	Subcontractors				Job Number	Bid Date	Date Printed	B&M Contractors
	ABC Resources	Onyx Paving	Toro Ent.	Excel Paving				
Stripe Arrows	Included	Included	-----	-----	1641	6/7/2017	7/27/2017	
Fire Lane Curbs Red - none shown	Included	Included	-----	-----				
Accessible Parking Spaces - see A-104	Included	Included	-----	-----				
Concrete Wheel Stops at Accessible parking - 32 13	Included	Included	-----	-----				
13, 2.01, C.1-3 & 13/A-105	Included	Included	-----	-----				
Precast 6' length x 6" ht doweled into paving per detail	Included	Included	-----	-----				
Signage - Accessible sign w/ Posts & footing - 1, 9/A-105	Included	Included	-----	-----				
Existing Fire Lane road in front of new Building - FLS Plan G-003	Included	Included	-----	-----				
Signage - Fire Access Entrance Signage w/ Post & footing - Sheet Note #5	Included	Included	-----	-----				
Signage - New Fire Lane Sign w/ Post & footing - Sheet A-101 & 2/A105 (same as above)	Included	Included	-----	-----				
Striping - "Where curb occurs, Paint curb Red to designate Fire Lane" - G-003	Included	Included	-----	-----				
Striping - "Fire flush to adjacent surface, paint 'No Parking Fire Lane' w/ Red Lettering" - G-003	Included	Included	-----	-----				
Existing Hopscotch, Foursquare, Tetherball adjacent to site RE-Striping - Allowance	1,000	1,000	-----	-----				
Existing Main Entry into School - A-101	Included	Included	-----	-----				
Signage - New "Tow Away" Sign w/ Post & footing - 7/A-105	Included	500	-----	-----				
<b>TOTALS</b>	<b>0</b>	<b>48,580</b>	<b>54,324</b>	<b>75,770</b>				
<b>Recommendation:</b>	<b>Amount</b>							
<b>Onyx Paving</b>	<b>48,580</b>							



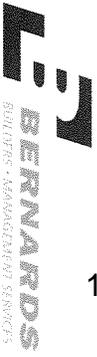
Bid Evaluation Report

Site Concrete

Marshall Classroom Building

Subcontractors

Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Berry Engineering	
Base Bid	176,900	267,864	135,000	See below	145,960	
Spec # : 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included	Included	
Spec # : 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec # : 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec # : 32 1313 - Site Concrete Work	Included	Included	Included	Included	Included	
Bond Rate (if required)		Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 1%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	90 days	30 Days	30 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
<b>On Site</b>						
<b>Existing Parking Lot Rework, C-202</b>	Included	Included	Included	12,522	Included	
Sawcut and removal of existing site concrete (C-102)	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo	
Remove, reinstall base & recompact subgrade per Note 6, Det 3/C-703	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 12 - Concrete Curb per det 3/C-703	Included	Included	Included	Included	Included	
6" concrete curb w/ (2) #4 bars continuous length of curb	Included	Included	Included	Included	Included	
At New revised Accessible spaces, it is assume use of existing concrete handicap ramps at existing diagonal layout	Qualification	Qualification	Qualification	Qualification	Qualification	
Sandblasting (by demo), Re-Striping (by Striper) will be laid-out to reuse concrete ramps	by Others	by Others	by Others	by Others	by Others	
This subcontractor will install Truncated Domes at existing ramps per A-104 & det 5/A-105, 2 ea 3'x4' min	Excluded	Excluded	Excluded	Excluded	Excluded	
Truncated Domes to be Armor Tile or equal per detail 6/C-703	Excluded	Excluded	Excluded	Excluded	Excluded	
Per SCE Drawings & E sheets:						
Transformer Pad - 2/E-020	Included	10,400	Included	10,400	10,400	
Install concrete-filled steel bollards 2/E-020	Included	2,000	2,000	2,000	2,000	
<b>New Rubber Surfacing at existing playground area adjacent to new building, C-203</b>						
Note 13 - Concrete Curb per det 9/C-702	Included	Included	Included	22,332	Included	
6" wide concrete curb at perimeter of play area	Included	Included	Included	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	



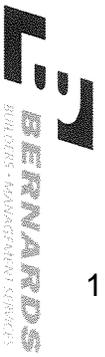
Bid Evaluation Report

Site Concrete

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.			
4" Minimum Base course compacted & ready for rubber surfacing	3,575	3,575	3,575	3,575	1641	6/7/2017	7/27/2017
New handball walls & footings complete adjacent new playground area, not shown	Excluded	Excluded	Excluded	Excluded	Berry Engineering		
<b>Site Concrete Work at New Building:</b>	Included	Included	Included	126,878			
6" thk Concrete Pavement ove 4" crushed aggregate base (CAB), listed on legend C-002 & per 5/C-702(concrete pavement section detail)	Included	Included	Included	Included	Included		
Rebar #4 @ 18" ocev	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar		
Site Control Plan C-201	Included	Included	Included	Included	Included		
Note 1 - 6" thk conc pavement over 4" CAB per 5/C-702	Included	Included	Included	Included	Included		
Note 2 - PCC Pavers & Sand Base per 1/C-703	Included	24,700	24,700	Included	Included		
Pavers MFR-None listed	Included	Included	Included	Angelus	Included		
24" wide concrete curb at perimeter of PCC Pavers	Included	2,130	2,130	Included	Included		
6" concrete Sub-Slab w/ #4@18"ocew under pavers	Included	4,940	4,940	Included	Included		
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading		
Fine Grading prior to your work	Included	Included	Excluded	Excluded	Excluded		
Note 3 - Planter area per Landscape drawings	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape		
Note 4 - Regrade & resurface the turf area	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading		
Note 5 - 60" Mow Strip at Perimeter of New Building - 2/C-703	Included	Included	Included	Included	Included		
New mowstrip is 12" thk Including over 4" CAB compacted to 95%	Included	Included	Included	Included	Included		
Note 6 - Seat Wall/CIP Benches per Architectural drawings, A-103	Included	Included	Included	28,728	Included		
L-Shaped 20' 4 each: Straight 10', 1 each Detail 10 & 11/A-105 - 1'6"wide x 1'-6" ht CIP Concrete w/ rebar	Included	Included	Included	Included	Included		
Note 7 - Asphalt Pavement per 1/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 8 - Concrete Pavement to Asphalt Pavement Transition 2/C-702	Included	Included	Included	Included	Included		
Note 9 - New Pavement to existing Pavement Joint - 4/C-702	Included	Included	Included	Included	Included		
Note 10 - AC Pavement thickness transition - 7/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 11 - Stairs per Architectural drawings	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP		
6/A-105 - Typical CIP stair nosing - extruded aluminum contrasting strip nosing - NO CIP Stairs shown	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP		
Note 12 - Concrete Curb 3/C-703	Included	Included	Included	Included	Included		



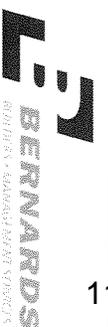
Bid Evaluation Report

Site Concrete

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Engineering
	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	
Note 13 - Rubber Mat Curb - 9/C-702	Included	NEED	Included	Included	Berry Included
Note 14 - Gravity Wall - 7/C-703	Included	Included	Included	Included	Included
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	w/ CIP Concrete	(30,000)	w/ CIP Concrete	Excluded	Excluded
6/S-401 - 1'-0" thk wall, 1'-6" above grade	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete
Note 16 - Not Used	-----	-----	-----	-----	-----
Note 17 - Rubber Mat per Architectural drawings	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip
Base for all Site Concrete Paving	Included	Included	Included	Included	Included
Reinforcing Steel for All Work	Included	12,025	12,025	12,025	12,025
Control and Expansion Joints / Sealants	Included	Included	Included	Included	Included
Washout Bins	Included	2,500	2,500	Included	2,500
Mock-Ups	Included, if reqd	6,000	6,000	5,575	6,000
SIT.1	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)
SIT.2	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)
SIT.4	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)
SIT.7	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)
<b>TOTALS</b>	<b>147,475</b>	<b>281,534</b>	<b>159,870</b>	<b>191,035</b>	<b>149,460</b>
<b>Recommendation:</b>	<b>Amount</b>				
<b>B&amp;M Contractors</b>	<b>147,475</b>				



**Playfield Equipment**

**Marshall Classroom Building**

**Subcontractors**

Job Number 1641

Bid Date 6/7/2017

Date Printed 7/27/2017

Description	Subcontractors			Job Number	Bid Date	Date Printed
	Miracle Playground / Central Coast Playgrounds	Dave Bang Associates / Miracle Playground	SpectraTurf / Miracle Playground			
Base Bid	See below	See below	See below			
Spec #: 11 6800 - Playfield Equipment and Structures (Not Provided)	Included	Included	Included			
Spec #: 02 88 00 - Playfield Equipment and Structures (RFI#11 Response)	Included	Included	Included			
Bond Rate (if required)	N/A	Not provided	Bond at 1.5%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	90 Days	30 days	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
<b>Playfield Equipment &amp; Structures - Miracle Playgrounds</b>	0	37,210	37,210			
Furnish Modular Units complete FOB Jobsite	Included	Included	Included			
Unloading equipment at jobsite	Included	600	600			
Custom Playground by Miracle Recreation Equipment	Included	Included	Included			
Product spec & cut sheets in RFI#11	Included	Included	Included			
Separate price for Installation:	Included	Included	Included			
Include excavation, layout installation of footings	Included	Included	Included			
Sub provided by Miracle, Central Coast Playgrounds	Included	Included	Included			
Excavate, haul spoils, place embed, install rebar(is this req'd), place concrete, cleanup	Included	Included	Included			
Footing X: 18" dia x 24" deep	0	8,050	8,050			
Footing Y: 12" dia x 18" deep	0	5,250	5,250			
Footing Z: 20" dia x 42" deep	0	500	500			
Uncrate, separate, install all parts, dispose of empty boxes	0	3,500	3,500			
<b>Playfield Rubber Matting</b>						
Furnish & install complete playground surface as MFR by PlayMax or equal	-----	45,416	42,471			
Demolition Plan C-103, at New Play Area location, remove existing AC Paving	-----	w/ Demo	w/ Demo			
Overexcavate & recompact area after demo	-----	w/ Grading	w/ Grading			



Bid Evaluation Report

Playfield Equipment

Marshall Classroom Building

Subcontractors

Job Number: 1641  
 Bid Date: 6/7/2017  
 Date Printed: 7/27/2017

Description	Miracle Playground Equipment / Central Coast Playgrounds		Dave Bang Associates / Miracle Playground		SpectraTurf / Miracle Playground		Job Number	Bid Date	Date Printed
	Amount		Amount		Amount				
Type 2 sub-base to 95% compaction - thickness to be 4"		w/ Grading	Included						
Geofabric over subbase		2,681			2,681				
Sheet C-203, Note 13 - Rubber Mat Curb - 9/C-702 around perimeter of rubber matting		w/ Site Concrete	w/ Site Concrete						
Rubber Matting subs work:		Included	Included						
MaxPour Cushion Layer - thickness to be xx?		Included	Included						
MaxPour/MaxPour-Supreme Top Layer - thickness to be xx?		Included 4"	Included 4"						
Per cut sheet two products are shown, MaxPour Supreme is not included in price		Tot Turf	SpectraPour						
Max fall height your bid is based upon		Included 9'	Included 10'						
Wear Layer to be 50% black/50% color w/ std aromatic resin		Included	Included						
See detail sheet, possible VE to install over aged asphalt paving		Not recommended	N/A						
Upgrade to Aliphatic (UV-stable, non-yellowing) Resin wear layer		No bid	Add: \$4,934						
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402		w/ Site Utilities	w/ Site Utilities						
<b>TOTALS</b>	<b>0</b>	<b>103,207</b>	<b>100,262</b>	<b>0</b>	<b>0</b>	<b>0</b>			
<b>Recommendation:</b>	<b>Amount</b>								
<b>SpectraTurf / Miracle Playground</b>	<b>100,262</b>								



Bid Evaluation Report

Landscape & Irrigation

Marshall Classroom Building

Subcontractors

Description	Advanced Land. 2000				Job Number	Bid Date	Date Printed	Venco Western
	Cascade Sprinklers	Durau Landscape	Hardy	Plowboy				
Base Bid	29,418	30,500	24,320	46,800	1641	6/7/2017	7/27/2017	36,068
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	Included	Included	Included
Drawings: Planting & Irrigation Specs are also Listed on Sheet L-4	Included	Included	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Included	Included	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Landscaping &amp; Irrigation:</b>	Included	Included	Included	Included	Included	Included	Included	Included
Demolition Plan C-101, at New Building location	Included	Included	Included	Included	Included	Included	Included	Included
Removal Notes:	Included	Included	Included	Included	Included	Included	Included	Included
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
At New Building per Site Control Plan C-201 & L-1	Included	Included	Included	Included	Included	Included	Included	Included
Note 3 - Planter area per Landscape drawings	Included	Included	Included	Included	Included	Included	Included	Included
Irrigation inside the CIP Planters - L-1	Included	Included	Included	Included	Included	Included	Included	Included
Include tapping into existing mainline for new lines	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Sawcut & remove AC paving & put back for access to mainline tap-in	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	Included	Included	Included
Include sleeving as required	Included	Included	Included	Included	Included	Included	Included	Included
New Automatic Controller Assembly - Irritrol, 10/L-3	Included	Included	Included	Included	Included	Included	Included	Included
Include Rain Shut-off Sensor	Included	Included	Included	Included	Included	Included	Included	Included
Include remote control valves & gate valves, 1 & 5/L-3	Included	Included	Included	Included	Included	Included	Included	Included
Include quick couplers, 2/L-3	Included	Included	Included	Included	Included	Included	Included	Included
Include pop-up shrub heads, 4/L-3	Included	Included	Included	Included	Included	Included	Included	Included
Electrical to controller	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical
Landscaping inside the CIP Planters - L-2	Included	Included	Included	Included	Included	Included	Included	Included
Trees - 24" box, including Staking per 3/L-3	Included	Included	Included	Included	Included	Included	Included	Included
Shrubs - 1 & 5 gallon	Included	Included	Included	Included	Included	Included	Included	Included
Vines - 15 gallon	Included	Included	Included	Included	Included	Included	Included	Included
Ground Cover	Included	Included	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640	4,640	4,640
90 Day Maintenance	Included	Included	Included	Included	Included	Included	Included	Included



Bid Evaluation Report

Landscape & Irrigation

Marshall Classroom Building

Subcontractors

Description	Advanced Land. 2000				Job Number	Bid Date	Date Printed	Venco Western
	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy				
(1) Year Warranty	Included	Included	Included	Included	1641	6/7/2017	7/27/2017	Included
Spills Removal	200	200	200	200				200
Move-Ins (2)	1,500	1,500	1,500	1,500				1,500
<b>Existing Parking Lot Rework, C-202</b>	5,000	5,000	5,000	5,000				5,000
Removal & reinstallation of Irrigation at Demoeed areas	Included	Included	Included	Included				Included
Removal & reinstallation of Planting at Demoeed areas	Included	Included	Included	Included				Included
<b>Existing Grass Field</b>	35,185	35,185	35,185	35,185				35,185
Modify existing Irrigation at grass playfield for trailer/laydown area	Included	Included	Included	Included				Included
Geofabric over the grass, rock surface as base during operations	Included	Included	Included	Included				Included
Removal of rock & geofabric at project completion	Included	Included	Included	Included				Included
Regrade, fine grade ready for new grass at laydown area	Included	Included	Included	Included				Included
Rework & start-up existing Irrigation heads	Included	Included	Included	Included				Included
Reinstallation of Grass Planting, hydroseed, at laydown area	Included	Included	Included	Included				Included
<b>TOTALS</b>	<b>86,443</b>	<b>87,525</b>	<b>81,345</b>	<b>103,825</b>	<b>96,625</b>			<b>93,093</b>
<b>Recommendation:</b>	<b>Amount</b>							
<b>Dufau Landscape</b>	<b>81,345</b>							

Bid Evaluation Report



Site Utilities

Marshall Classroom Building

Subcontractors

Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Job Number	Date Printed	Toro Ent.
					Bid Date	7/27/2017	
Base Bid	217,229	See below	200,390	See below	1641	6/7/2017	
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included		
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included	Included		
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included		
Spec #: 33 1100 - Site Water Distribution Utilities	Included	Included	Included	Included	Included		
Spec #: 33 3000 - Site Sanitary Sewer Utilities	Included	Included	Included	Included	Included		
Spec #: 33 4000 - Storm Drainage Utilities	Included	Included	Included	Included	Included		
Bond Rate (if required)	Not listed	Not listed	Not listed	Not listed	Bond @1.44%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included		
Bid Good for 60 Days	30 days	30 days	30 days	30 days	30 days		
Prevailing Wage	Included	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A		
<b>Site Utilities</b>							
Utility Location (C Below)	Included	Included	Included	Included	Included		
Cutting and Capping of Existing Utilities	2,500	2,500	2,500	2,500	2,500		
Layout and Trenching	Included	Included	Included	Included	Included		
Sawcutting & removal of surface for New Utilities	Included	Included	Included	Included	Included		
Traffic Control	3,584	3,584	3,584	3,584	3,584		
Temp Asphalt Patching	Included	Included	Included	Included	Included		
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048	2,048		
Pressure Test and Flush System	Included	Included	Included	Included	Included		
<b>Sewer</b>							
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included		
Note 20 - Install SDR-353 Sanitary Sewer line per 4/C-701	Included	Included	Included	Included	Included		
Note 21 - Connect to bldg sanitary sewer	Included	Included	Included	Included	Included		
Note 22 - Connect to existing onsite main line	Included	Included	Included	Included	Included		
Note 23 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included		
Note 24 - Connect to onsite main line per 2/C-701	Included	Included	Included	Included	Included		
Note 25 - House connection per APWA Std Plan 222-2	Included	Included	Included	Included	Included		
<b>Storm Drain</b>							
Site Utility Plan C-401,402,403,404	Included	173,320	Included	143,618	Included		
Note 1 - Install SDR-35 storm drain line per 4/C-701	Included	Included	Included	Included	Included		
Note 2 - Construct 12"x12" catch basin per 6/C-701	Included	Included	Included	Included	Included		
Note 3 - Connect to existing onsite main line per 2/C-701	Included	Included	Included	Included	Included		



Bid Evaluation Report

Site Utilities

Marshall Classroom Building

Subcontractors

Description	Subcontractors					Suttles Plumbing	Toro Ent.
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons			
Note 4 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	Included	
Note 5 - Install Arturn grate NDS 1280 & catch basin 1200 or equal	Included	Included	Included	Included	Included	Included	
Note 6 - Connect to on-site main line per 2/C-702	Included	Included	Included	Included	Included	Included	
Note 7 - Connect to bldg storm drain line	Included	Included	Included	Included	Included	Included	
Note 8 - Install SDR-21 storm drain line per 4/C-701	Included	Included	Included	Included	Included	Included	
Note 9 - Install French Drain per 2/C-704	Included	Included	Included	Included	Included	Included	
Other: Trench Drain concrete basin per 4/S-400A	Included	Included	Included	Included	Included	Included	
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402	Included	Included	Included	Included	Included	Included	
<b>Water</b>							
Site Utility Plan C-401,402,403,404	Included	64,295	Included	Included	33,353	Included	
Note 30 - Connect to existing onsite main line	Included	Included	Included	Included	Included	Included	
Note 31 - Install 4" Double Check Detector Backflow Preventer Assembly with Fire Department Connection per 3/C-701, Ames 3000 SS OS&Y w/ Tamper Switches connected to Fire Alarm	Included	Included	Included	Included	Included	Included	
Note 32 - Install AWWA C900 PVC pressure Class 200 Water line per 4/C-701	Included	Included	Included	Included	Included	Included	
Note 33 - Install concrete thrust block per 4/C-703	Included	Included	Included	Included	Included	Included	
Note 34 - Connect to bldg Fire Water connection	Included	Included	Included	Included	Included	Included	
Note 35 - Connect to building Domestic Water connection	Included	Included	Included	Included	Included	Included	
Note 36 - Connect to existing onsite main line	Included	Included	Included	Included	Included	Included	
Note 37 - Install Gate valve per 5/C-701	Included	Included	Included	Included	Included	Included	
Note 38 - Fire Department Connection per 1/C-704	Included	Included	Included	Included	Included	Included	
Note 39 - Connect to onsite main water line	Included	Included	Included	Included	Included	Included	
Includes:	Included	Included	Included	Included	Included	Included	
Sawcutting for New Utilities	Included	Included	Included	Included	Included	Included	
Excavation, compact bottom, sand shading, install pipe, backfill, compaction of trench	Included	Included	Included	Included	Included	Included	
Base Pave Trenches	Included	Included	Included	Included	Included	Included	
Overlay trench with new AC Paving section	Included	Included	Included	Included	Included	Included	
Lane Closure/Traffic Control	Included	Included	Included	Included	Included	Included	
Water Line for Irrigation inside the CIP Planters - L-1 (not clearly indicated on C sheets)	2,500	2,500	2,500	2,500	2,500	2,500	
Include tapping into existing mainline for new lines	Included	Included	Included	Included	Included	Included	
Sawcut & remove AC paving & put back for access to mainline tap-in	Included	Included	Included	Included	Included	Included	

Bid Evaluation Report



Site Utilities

Marshall Classroom Building

Description	Subcontractors				Job Number	1641
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Date Printed	6/7/2017
				Suttles Plumbing	7/27/2017	Toro Ent.
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included		
Other:						
FDC Bollards & Footings (include if not shown)	1,000	1,000	1,000	1,000	1,000	
POC Flanged into FS min 24" aff room by this sub - 1/FP-02	Included	Included	Included	Included	Included	
<b>Gas</b>						
NOT SHOWN on Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Gas Lines per Plumbing Sheets	Included	Included	Included	Included	Included	
Connect to existing Gas Line onsite - Not Shown	See Allowance	See Allowance	See Allowance	See Allowance	See Allowance	
<b>TOTALS</b>	<b>228,861</b>	<b>325,112</b>	<b>212,022</b>	<b>210,055</b>	<b>256,632</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Sam Hill &amp; Sons</b>	<b>210,055</b>					

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Facilities Agreement

**Ratification of Change Order No. 025 to Construction Services Agreement #15-198 with Swinerton Builders to adjust costs for the Lemonwood K-8 School Reconstruction (Penanhoat/De Leon/CFW)**

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The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School campus (“Project”). The Project includes the construction of new school facilities (i.e., new classroom building, new MPR building, etc.) at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program. During construction of the new Lemonwood ES campus, the Architect of Record (AOR) concurred with modifications to the initial installation of restroom partitions. The AOR agreed that in order to increase durability, replacement of existing floor mounted pilasters with new floor mounted and overhead-braced installations was required for the Classroom and MPR restroom partitions. Change Order No. 025 is provided for the Board’s consideration and approval of one (1) change order proposals with the following scope of work:

Included in this change order are modifications of the initial installation of restroom partitions.

- PCI No. 0411 - Restroom Partition Change

**FISCAL IMPACT:**

Twenty-Five Thousand Five Hundred Sixty Five Dollars and Ten Cents (\$25,565.10) to be paid to Swinerton under Board approved Master Agreement #15-198 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 Six-month update. This approval will not increase the Project’s overall budget.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 025 to Construction Services Agreement #15-198 with Swinerton Builders related to the Lemonwood K-8 School Reconstruction Project.

**ADDITIONAL MATERIALS:**

- Attached:** [Change Order No. 025 \(2 Pages\)](#)  
[PCI No. 0411 - Restroom Partition Change \(3 Pages\)](#)  
[Construction Services Agreement #15-198 - Swinerton Builders \(19 Pages\)](#)



# CHANGE ORDER

Date: 12.18.2019

CHANGE ORDER NO. 025

PROJECT: LEMONWOOD K-8 RECONSTRUCTION PROJECT  
O.S.D. BID No. N/A  
O.S.D. Agreement No. 15-198

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

ARCHITECT SVA Architects, Inc.  
3 MacArthur Place, Ste. 850  
Santa Ana, CA 92707

CONTRACTOR:  
Swinerton Builders  
865 S. Figueroa St.,  
Los Angeles, CA 90017  
Attn: Michael Darquea

Architects Proj. No.: 2013-40121  
D.S.A. File No.: 56-22  
D.S.A. App. No.: 03-116026

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 29,575,897.91
AMENDMENTS TO ORIGINAL CONTRACT SUM (001) .....	\$ 2,976,375.45
AMENDED CONTRACT SUM .....	\$ 32,552,273.36
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-024) .....	\$ 4,035,998.77
ADJUSTED CONTRACT SUM.....	\$ 36,588,272.13
<b>NET CHANGE</b> .....	<b>\$25,565.10</b>

Total Change Orders to Date: (001-025) ..... \$ 4,061,563.87

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 025..... \$ 36,613,837.23

Commencement Date: .....May 23, 2016  
Original Completion Date: .....July 23, 2018  
Original Contract Time: .....791 Calendar Days  
Time Extension for all Previous Amendments: .....229 Calendar Days  
Time Extension for all Previous Change Orders: .....297 Calendar Days  
Time Extension for this Change Order: .....0 Calendar Days  
Adjusted Completion Date: .....December 31, 2019

Percentage ..... (12.48%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement (CR)
1.	PCI 0411 - Restroom Partition Change			\$25,565.10	
	Totals			\$25,565.10	

Total Change Order No. 025 .....\$25,565.10

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

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

**ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES**

**APPROVAL (REQUIRED):**

**BOARD APPROVAL**

DATE: \_\_\_\_\_

**ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_**

DATE: \_\_\_\_\_

**DSA APPROVAL**

DATE: \_\_\_\_\_



# SWINERTON

October 24, 2018

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0411 Restroom Partition Change

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Replace existing floor mounted pilasters with new floor mounted overhead brace for Classroom and MPR.

Phase	Category	Description	Subcontractor	Quote
102813	71140	Toilet Accessories	GLOBAL SPECIALTIES DIRECT, INC.	23,440.00
			<b>Subtotal</b>	<b>23,440.00</b>
007480	71160	Subguard	1.15%	269.56
007410	71160	Builders Risk	0.6%	142.26
007420	71160	General Insurance	1.15%	272.66
007510	71160	P&P Bond	1%	234.40
991000	79999	Change Order Fee	5%	1,206.22
			<b>Markup Subtotal</b>	<b>2,125.10</b>
			<b>PCI Total</b>	<b>25,565.10</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **25,565.10**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.



# SWINERTON

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

Quotation accepted by:  
Oxnard School District

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



## REQUEST FOR CHANGE ORDER

CONTRACTOR: SWINERTON BUILDERS

DATE: 10/24/18

ATTENTION: NALANI SCANLON

JOB: LEMONWOOD K-8 SCHOOL  
BUILDING 1 & 2

GLOBAL JOB#: 16201

CHANGE ORDER: 6

### REASON FOR CHANGE:

ADD TO REPLACE 58 EACH EXISTING FLOOR MOUNTED PILASTERS WITH NEW FLOOR MOUNTED OVERHEAD BRACED PHENOLIC PILASTERS WITH HEADRAIL IN BUILDING 1 AND 2 ONLY.

COLOR: PHENOLIC COLOR-THRU #HAZELNUT #4450C

INCLUDES TEARDOWN OF EXISTING PILASTERS, DOORS AND RE-INSTALL NEW PILASTERS WITH EXISTING DOORS.

PRICE IS VALID FOR 90 DAYS. AFTER 90 DAYS PRICE WILL BE SUBJECT FOR REVIEW.

TOTAL COST INCLUDING TAX	\$23,440.00
LABOR	INCLUDED
TOTAL CHANGE ORDER REQUEST	\$23,440.00

GLOBAL SPECIALTIES DIRECT INC

ACCEPTED BY: \_\_\_\_\_

BY: MIKE CHIOVARE  
PROJECT MANAGER

TITLE: \_\_\_\_\_

**PLEASE NOTE: CHANGE ORDER  
WILL NOT BE PROCESSED UNTIL  
SIGNATURE IS RECEIVED**

**\*\*CHANGE ORDER(S) WILL NOT BE PROCESSED  
UNTIL GLOBAL SPECIALTIES DIRECT INC HAS  
RECEIVED APPROVAL FROM YOUR FIRM.**

## CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2<sup>nd</sup> day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

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

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

## **SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

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

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

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

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

## **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

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

## **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

## **SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

## **SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty –Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

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

#### **SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION**

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

#### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

#### **SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

### **SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

## **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

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

## **SECTION 11. NOT USED**

## **SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

### **SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

### **SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

## **SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

## **SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

## **SECTION 17. USE OF PREMISES**

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

## **SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

## **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

## **SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

## **SECTION 21. ACCOUNTING RECORDS**

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

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

## **SECTION 22. PERSONAL LIABILITY**

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

## **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

## **SECTION 24. NOTICES**

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

If to Contractor:

Swinerton Builders  
865 S. Figueroa Street  
Suite 3000  
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,  
Garcia, Hernandez, Sawhney & Bermudez LLP  
1330 Broadway, Suite 1701  
Oakland, CA 94612

And with an additional copy to Yuri Calderon,  
Caldwell Flores Winters, Inc.  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

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

## **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

## **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

## **SECTION 27. HEADINGS**

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

## **SECTION 28. APPLICABLE LAW**

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

## **SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

## **SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

## **SECTION 31. SEVERABILITY**

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

## **SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

**SECTION 33. EXECUTION IN COUNTERPARTS**

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

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

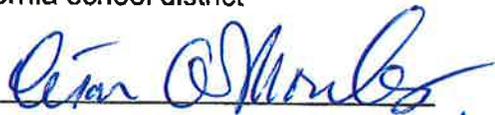
CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN  
Title: OPERATIONS MGR  
Date: 4/6/16

THE DISTRICT

Oxnard School District,  
a California school district

By:   
Title: District Superintendent  
Date: April 26, 2016

# EXHIBIT A

## Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section D: Action Items

**Approval of Board of Trustees/Superintendent District Vision, Mission and Goals & Objectives for 2019-2020 School Year (Dr. Aguilera-Fort)**

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The Board of Trustees met on Wednesday, October 30, 2019 to discuss and develop the District Vision, Mission and Goals & Objectives for the 2019-2020 school year. The Board of Trustees in consultation with the Superintendent drafted the goals for this school year based on data and current needs of the District. It is recommended by the Superintendent that the Board of Trustees approve to adoption of the District Vision, Mission and Goals & Objectives for the 2019-2020 school year.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is recommended by the Superintendent that the Board of Trustees approve to adoption of the District Vision, Mission and Goals & Objectives for the 2019-2020 school year.

**ADDITIONAL MATERIALS:**

**Attached:** [2020 Board Meeting Schedule DRAFT.pdf](#)  
[Calendar for Year 2020.pdf](#)  
[ExeSum Board Meeting Schedule 121819.pdf](#)



**OXNARD SCHOOL DISTRICT**  
 1051 South “A” Street • Oxnard, California 93030 • 805/385-1501

**SCHEDULE OF BOARD MEETINGS  
 JANUARY – DECEMBER 2020**

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 5:00 PM)

January	15	Regular Board Meeting (Note: only ONE meeting in January)
February	5	Regular Board Meeting
February	19	Regular Board Meeting
March	4	Regular Board Meeting
March	18	Regular Board Meeting
April	1	Regular Board Meeting (Note: only ONE meeting in April)
May	6	Regular Board Meeting
May	20	Regular Board Meeting
June	3	Regular Board Meeting
June	17	Regular Board Meeting
July		District Dark – No meeting in July
August	5	Regular Board Meeting
August	19	Regular Board Meeting
September	2	Regular Board Meeting
September	16	Regular Board Meeting
October	7	Regular Board Meeting
October	21	Regular Board Meeting
November	4	Regular Board Meeting
December	16	Regular Board Meeting

*The meeting schedule shown above is subject to change at any time.*

**NOTE: Changes are indicated in italics/bold.**

First Day of School 2020-21: August 19, 2020  
 Spring Break 2020-21: March 29 - April 9, 2021  
 Last Day of School 2020-21: June 17, 2021

Board to Approve: 12/18/19  
 Updated: 12/4/19 rc

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

# Calendar for Year 2020 (United States)

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
2: 1Q 10: F 17: 3Q 24: N						

February						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
1: 1Q 9: F 15: 3Q 23: N						

March						
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22	23	24	25	26	27	28
29	30	31				
2: 1Q 9: F 16: 3Q 24: N						

April						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
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12	13	14	15	16	17	18
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26	27	28	29	30		
1: 1Q 7: F 14: 3Q 22: N 30: 1Q						

May						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
7: F 14: 3Q 22: N 29: 1Q						

June						
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21	22	23	24	25	26	27
28	29	30				
5: F 13: 3Q 21: N 28: 1Q						

July						
Su	Mo	Tu	We	Th	Fr	Sa
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August						
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23	24	25	26	27	28	29
30	31					
3: F 11: 3Q 18: N 25: 1Q						

September						
Su	Mo	Tu	We	Th	Fr	Sa
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27	28	29	30			
2: F 10: 3Q 17: N 23: 1Q						

October						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
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25	26	27	28	29	30	31
1: F 9: 3Q 16: N 23: 1Q 31: F						

November						
Su	Mo	Tu	We	Th	Fr	Sa
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29	30					
8: 3Q 15: N 21: 1Q 30: F						

December						
Su	Mo	Tu	We	Th	Fr	Sa
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20	21	22	23	24	25	26
27	28	29	30	31		
7: 3Q 14: N 21: 1Q 29: F						

Holidays and Observances:

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: 12-18-19

- A. Preliminary  X  
     Study Session   
     Report
- B. Hearing
- C. Consent Agenda   
     Agreement Category  
          Academic  
          Enrichment  
          Special Education  
          Support Services  
          Personnel  
          Legal  
          Facilities
- D. Action Items
- E. Approval of Minutes
- F. Board Policies 1<sup>st</sup> Reading  2<sup>nd</sup> Reading

Schedule of Board Meetings for 2020

This is the time the Board of Trustees can discuss the options of changes to the meeting dates or time of the board meetings for January through December 2020.

Month	Meeting Dates	Reasoning
January 2020	One Meeting Wednesday, January 15, 2020	Winter Break December 23 - 31, 2019 and January 1 - 10, 2020
April 2020	One Meeting Wednesday, April 3, 2020	Spring Break April 6 – 17, 2020 No Students
July 2020	District Dark No Meeting in July	No Students/School Offices Closed
November 2020	One Meeting Wednesday, November 18, 2020	Veterans Day Holiday November 11, 2020 Thanksgiving Holiday 4 <sup>th</sup> week of November 2020 November 23 - 27, 2020
December 2020	One Meeting Wednesday, December 16, 2020	Winter Break December 21 - 31, 2020 and January 1 - 8, 2021

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is recommended that the Board of Trustees review the school year calendars and indicate when and how many board meetings will be held during the 2020 year for planning purposes.

**ADDITIONAL MATERIAL:**

- Draft Board Meeting Schedule, January - December 2020 (first and third Wednesday of the month, unless indicated otherwise)
- District School Calendar, July 2020 - June 2021
- 2020 Calendar

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section D: Action Items

**Call for Nominations for CSBA's Delegate Assembly**

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An opportunity is presented for the Board of Trustees to consider whether it wishes to nominate representatives to fill vacancies in the CSBA's Delegate Assembly, Subregion 11-B. All nomination material must be postmarked no later than Tuesday, January 7, 2020. The terms for the current representatives: Darlene Bruno (Hueneme SD), Efrain Cazares (Oceanview SD), Jackie Moran (Ventura USD), and Veronica Robles-Solis (Oxnard SD) will expire in March 2020. Newly elected representatives will serve April 1, 2020 through March 31, 2022.

There are two required Delegate Assembly meetings each year. In 2020, the dates are May 16-17 in Sacramento and December 2-3 in Anaheim.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Vega \_\_\_\_, O'Leary \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**FISCAL IMPACT:**

There may be costs incurred by the Delegate to attend the above-mentioned meetings; cost would be incurred through the General Fund, Board of Trustee budget.

**RECOMMENDATION:**

It is recommended that the Board of Trustees consider whether it wishes to nominate representatives to fill vacancies in the CSBA's Delegate Assembly, Subregion 11-B (Ventura).

**ADDITIONAL MATERIALS:**

**Attached:** [Nominations-Packet\\_ForDistricts.pdf](#)

**IF NOMINATING, BOARD ACTION REQUIRED**  
**DEADLINE for NOMINATIONS: Tuesday, January 7, 2020**

October 25, 2019

## MEMORANDUM

To: CSBA Member Boards  
From: Dr. Emma Turner, President  
Re: Call for Nominations to CSBA's Delegate Assembly

Each year, member boards elect representatives to the California School Boards Association's Delegate Assembly. The Delegate Assembly is a vital link in the Association's governance and sets the general policy direction. Working with member boards, the Board of Directors, and Executive Committee, Delegates ensure that the Association promotes the interests of California's school districts and county offices of education. Delegates serve a two-year term beginning April 1, 2020 through March 31, 2022. There are two required Delegate Assembly meetings each year. In 2020, the dates are May 16-17 in Sacramento and Dec 2-3 in Anaheim.

Nominations and biographical sketch forms for CSBA's Delegate Assembly are now being accepted until Tuesday, **January 7, 2020**. The nomination process is as follows:

- Any CSBA member board is eligible to nominate board members within their own geographical region or subregion. For example, a board in Subregion A, cannot nominate a board member from Subregion B; both must be from same subregion. For region #, see "**CSBA REGION INDEX FOR DISTRICTS & COES**" document.
- Member Boards eligible to appoint a member of their board to the Delegate Assembly may also nominate board members to run for election to the Delegate Assembly.
- Boards eligible to appoint must do so by January 7, 2020. A separate communication from CSBA regarding these appointments will be sent to boards by November 1.
- Nominating boards must submit a separate form for each person nominated.
- All nominees must serve on a CSBA member board and must give their approval prior to being nominated.
- All nominees must submit a one-page, single-sided biographical sketch form. An optional one-page, one-sided résumé may be submitted.
- It is the nominee's responsibility to confirm that all nomination materials have been received by the deadline. Late submissions cannot be accepted. Please choose only one of the following methods to submit required documents by Tuesday, January 7, 2020:
  - E-mail to [nominations@csba.org](mailto:nominations@csba.org) by 11:59 p.m.
  - Fax to (916) 371-3407 by 11:59 p.m.
  - Postmarked by U.S.P.S. no later than Tues., January 7, 2020

All nomination and election materials are available electronically only. You may access the materials and download the forms at [www.csba.org/ElectiontoDA](http://www.csba.org/ElectiontoDA). Please contact the Executive Office at (800) 266-3382 should you have questions. Thank you.



# Delegate Assembly District Nomination Form

***DUE Tuesday, January 7, 2020***

***ONLY ONE NOMINATION FORM PER NOMINEE. PLEASE DO NOT LIST MULTIPLE NOMINEES.***

E-mail to [nominations@csba.org](mailto:nominations@csba.org), or fax (916) 371-3704, or Mail to: CSBA Exec. Office | 3251 Beacon Bl., W. Sacramento, 95691

CSBA Region/subregion # \_\_\_\_\_ **\*See "CSBA REGION INDEX FOR DISTRICTS & COE"**

The Board of Education of the \_\_\_\_\_ voted

to nominate \_\_\_\_\_ (Nominating District). The nominee is a member of the

\_\_\_\_\_  
(Nominee)

\_\_\_\_\_, which is a member of the California

\_\_\_\_\_  
(Nominee's Board)

School Boards Association.

- The nominee has consented to this nomination.
- Attached is the nominee's required one-page, single-sided, biographical sketch form and optional one-page, single-sided résumé, if submitted.
- The nominee's required one-page, single-sided, biographical sketch form and optional one-page, single-sided résumé, if submitted, will be sent by Tuesday, January 7, 2020.

\_\_\_\_\_  
Board Clerk or Board Secretary (signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Clerk or Board Secretary (printed)

**PLEASE NOTE:** This nomination form and nominee's biographical sketch form are both due Tuesday, January 7, 2020. They may be emailed to [nominations@csba.org](mailto:nominations@csba.org), or faxed to (916) 371-3407 by 11:59 p.m., or mailed to CSBA, Attn: Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95691, postmarked by the U.S.P.S. no later than **Tuesday, January 7, 2020**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by the due date. Late submissions cannot be accepted.* Please contact CSBA's Executive Office (800) 266-3382, should you have any questions. Thank you.

## Delegate Assembly Biographical Sketch Form for 2020 election

***DUE: Tuesday, January 7, 2020 – no late submissions accepted***

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state “see résumé” and do not re-type this form. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at [nominations@csba.org](mailto:nominations@csba.org).

***Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.***

***Signature:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_

Name: \_\_\_\_\_ CSBA Region & subregion #: \_\_\_\_\_

District or COE: \_\_\_\_\_ Years on board: \_\_\_\_\_

Profession: \_\_\_\_\_ Contact Number (please  Cell  Home  Bus.): \_\_\_\_\_

\*Primary E-mail: \_\_\_\_\_

(\*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate?  Yes  No | If yes, year you became Delegate: \_\_\_\_\_

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**



**DELEGATE ASSEMBLY ROSTER with terms. (Updated 10/21/19)**  
**Only 2020 terms up for election or appointment** ♦ = District or COE appointment

**REGION 1 – 4 Delegates (4 elected)**

Director: Frank Magarino (Del Norte County & USD)

**Subregion 1-A (Del Norte, Humboldt)**

Donald McArthur (Del Norte County USD), 2021

Lisa Ollivier (Eureka City Schools), 2020

**Subregion 1-B (Lake, Mendocino)**

Sandy Tucker (Middletown USD), 2020

**Region 1 County**

David Browning (Lake COE), 2021

**REGION 2 – 4 Delegates (4 elected)**

Director: Sherry Crawford (Siskiyou COE)

**Subregion 2-A (Modoc, Siskiyou, Trinity)**

Gregg Gunkel (Siskiyou Union HSD), 2021

**Subregion 2-B (Shasta)**

Tom Nelson (Black Butte Union ESD), 2021

**Subregion 2-C (Lassen, Plumas)**

Dwight Pierson (Plumas County USD), 2020

**Region 2 County**

Brenda Duchi (Siskiyou COE), 2020

**REGION 3 – 8 Delegates (8 elected)**

Director: A.C. (Tony) Ubalde (Vallejo City USD)

**Subregion 3-A (Sonoma)**

Jeremy Brott (Bennett Valley Union SD), 2020

Jenni (Jen) Klose (Santa Rosa City Schools), 2021

**Subregion 3-B (Napa)**

Indira Lopez (Calistoga Joint USD), 2021

**Subregion 3-C (Solano)**

Diane Ferrucci (Benicia USD), 2021

David Isom (Fairfield-Suisun USD), 2021

Michael Silva (Vacaville USD), 2020

**Subregion 3-D (Marin)**

Vacant, 2020

**Region 3 County**

Gina Cuclis (Sonoma COE), 2021

**REGION 4 – 8 Delegates (8 elected)**

Director: Paige Stauss (Roseville Joint Union HSD)

**Subregion 4-A (Glenn, Tehama)**

Rod Thompson (Red Bluff Jt. Union HSD), 2020

**Subregion 4-B (Butte)**

Sandra Barnes (Oroville City ESD), 2021

**Subregion 4-C (Colusa, Sutter, Yuba)**

Jim Flurry (Marysville Joint USD), 2020

Silvia Vaca (Williams USD), 2021

**Subregion 4-D (Nevada, Placer, Sierra)**

Julann Brown (Auburn Union ESD), 2021

Alisa Fong (Roseville City SD), 2021

Renee Nash (Eureka Union SD), 2020

**Region 4 County**

June McJunkin (Sutter COE), 2020

**REGION 5 – 10 Delegates (7 elected/3 appointed) ♦**

Director: Alisa MacAvoy (Redwood City ESD)

**Subregion 5-A (San Francisco)**

Alison M. Collins (San Francisco County USD) ♦, 2020

Jenny Lam (San Francisco County USD) ♦, 2021

Rachel Norton (San Francisco County USD) ♦, 2021

**Subregion 5-B (San Mateo)**

Davina Drabkin (Burlingame ESD), 2021

Carrie Du Bois (Sequoia Union HSD), 2021

Amy Koo (Belmont-Redwood Shores SD), 2020

Clayton Koo (Jefferson ESD), 2020

Gregory Land (San Mateo Union HSD), 2021

Kalimah Salahuddin (Jefferson Union HSD), 2020

**Region 5 County**

Beverly Gerard (San Mateo COE), 2021

**REGION 6 – 19 Delegates (12 elected/7 appointed) ♦**

Director: Darrel Woo (Sacramento City USD)

**Subregion 6-A (Yolo)**

Jackie Wong (Washington USD), 2020

**Subregion 6-B (Sacramento)**

Beth Albiani (Elk Grove USD) ♦, 2021

Michael Baker (Twin Rivers USD) ♦, 2021

Pam Costa (San Juan USD) ♦, 2021

Craig DeLuz (Robla ESD), 2020

Basim Elkarra (Twin Rivers USD), 2021

John Gordon (Galt Joint Union ESD), 2021

Susan Heredia (Natomas USD), 2021

Lisa Kaplan (Natomas USD), 2021

Ramona Landeros (Twin Rivers USD), 2020

Mike McKibbin (San Juan USD) ♦, 2020

Christina Pritchett (Sacramento City USD) ♦, 2020

JoAnne Reinking (Folsom-Cordova USD), 2020

Edward (Ed) Short (Folsom-Cordova USD), 2021

Bobbie Singh-Allen (Elk Grove USD) ♦, 2020

Vacant (Sacramento City USD) ♦, 2021

**Subregion 6-C (Alpine, El Dorado, Mono)**

Misty diVittorio (Placerville Union ESD), 2020

Suzanna George (Rescue Union ESD), 2021

**Region 6 County**

Shelton Yip (Yolo COE), 2020

**REGION 7 – 20 Delegates (15 elected/5 appointed) ♦**

Director: Yolanda Peña Mendrek (Liberty Union HSD)

**Subregion 7-A (Contra Costa)**

Elizabeth (Liz) Bettis (Walnut Creek ESD), 2021

Laura Canciamilla (Pittsburg USD), 2020

Valerie Cuevas (West Contra Costa USD) ♦, 2020

Linda Mayo (Mt. Diablo USD) ♦, 2021

Meredith Meade (Lafayette SD), 2021

Marina Ramos (John Swett USD), 2020

Richard Severy (Moraga ESD), 2021

Raymond Valverde (Liberty Union HSD), 2020

List of all Delegates with expiration terms updated 10/25/19

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**Subregion 7-B (Alameda)**

Valerie Arkin (Pleasanton USD), 2020  
Ann Crosbie (Fremont USD)◇, 2021  
Jody London (Oakland USD)◇, 2021  
Amy Miller (Dublin USD), 2020  
Diana Prola (San Leandro USD), 2021  
Annette Walker (Hayward USD), 2020  
Jeff Wang (New Haven USD), 2021  
Anne White (Livermore Valley Joint USD), 2020  
Gary Yee (Oakland USD)◇, 2020  
Jamie Yee (Pleasanton USD), 2021  
*Vacant, 2021*

**Region 7 County**

Amber Childress (Alameda COE), 2021

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**REGION 8 – 14 Delegates (12 elected/2 appointed)◇**

Director: Matthew Balzarini (Lammersville Joint USD)

**Subregion 8-A (San Joaquin)**

Kathleen Garcia (Stockton USD)◇, 2021  
Kathy Howe (Manteca USD), 2020  
Cecilia Mendez (Stockton USD)◇, 2020  
George Neely (Lodi USD), 2021  
Christopher Oase (Ripon USD), 2021  
Stephen Schluer (Manteca USD), 2020  
Jenny Van De Pol (Lincoln USD), 2020

**Subregion 8-B (Amador, Calaveras, Tuolumne)**

Sherri Reusche (Calaveras USD), 2021

**Subregion 8-C (Stanislaus)**

Faye Lane (Ceres USD), 2020  
Cynthia Lindsey (Sylvan Union ESD), 2021  
Paul Wallace (Neman-Crows Landing USD), 2021

**Subregion 8-D (Merced)**

Adam Cox (Merced City ESD), 2021  
John Medearis (Merced Union HSD), 2020

**Region 8 County**

Juliana Feriani (Tuolumne COE), 2020

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**REGION 9 – 8 Delegates (8 elected)**

Director: Tami Gunther (Atascadero USD)

**Subregion 9-A (San Benito, Santa Cruz)**

Phil Rodriguez (Soquel Union ESD), 2020  
Deborah Tracy-Proulx (Santa Cruz City Schools), 2020  
George Wylie (San Lorenzo Valley USD), 2021

**Subregion 9-B (Monterey)**

Jonathan Hill (Monterey Peninsula USD), 2021  
Sonia Jaramillo (Gonzales USD), 2020

**Subregion 9-C (San Luis Obispo)**

Mark Buchman (San Luis Coastal USD), 2020  
Vicki Meagher (Lucia Mar USD), 2021

**Region 9 County**

Rose Filicetti (Santa Cruz COE), 2021

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**REGION 10 – 15 Delegates (11 elected/4 appointed)◇**

Director: Susan Markarian (Pacific Union ESD)

**Subregion 10-A (Madera, Mariposa)**

Barbara Bigelow (Chawanakee USD), 2021

**Subregion 10-B (Fresno)**

Daniel Babshoff (Kerman USD), 2021  
Darrell Carter (Washington USD), 2020  
Phillip Cervantes (Central USD), 2020  
Gilbert Coelho (Firebaugh-Las Deltas USD), 2020  
Valerie Davis (Fresno USD)◇, 2021  
Juan David Garza (Parlier USD), 2020  
Susan Hatmaker (Clovis USD)◇, 2021  
William Johnson (Clay ESD), 2021  
Carol Mills (Fresno USD)◇, 2020  
Elizabeth (Betsy) Sandoval (Clovis USD)◇, 2020  
Kathy Spate (Caruthers USD), 2021  
G. Brandon Vang (Sanger USD), 2021

**Subregion 10-C (Kings)**

Teresa Carlos-Contreras (Kings River-Hardwick Un. ESD), 2020

**Region 10 County**

Marcy Masumoto (Fresno COE), 2020

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**REGION 11 – 9 Delegates (9 elected)**

Director: Suzanne Kitchens (Pleasant Valley SD)

**Subregion 11-A (Santa Barbara)**

Jack Garvin (Santa Maria Joint Union HSD), 2020  
Luz Reyes-Martin (Goleta Union SD), 2021

**Subregion 11-B (Ventura)**

Darlene Bruno (Hueneme SD), 2020  
Efrain Cazares (Oceanview SD), 2020  
Jackie Moran (Ventura USD), 2020  
Veronica Robles-Solis (Oxnard SD), 2020  
Sabrena Rodriguez (Ventura USD), 2021  
Christina (Tina) Urias (Santa Paula USD), 2021

**Region 11 County**

Rachel Ulrich (Ventura COE), 2021

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**REGION 12 – 14 Delegates (11 elected/3 appointed)◇**

Director: Bill Farris (Sierra Sands USD)

**Subregion 12-A (Tulare)**

Peter Lara, Jr. (Porterville USD), 2020  
Cathy Mederos (Tulare Joint Union HSD), 2021  
Dean Sutton (Exeter USD), 2021  
Lucia Vazquez (Visalia USD), 2020

**Subregion 12-B (Kern)**

Pamela Baugher (Bakersfield City SD), 2021  
Cynthia Brakeman (Kern HSD)◇, 2020  
Jeff Flores (Kern HSD)◇, 2021  
Pamela Jacobsen (Standard SD), 2020  
Tim Johnson (Sierra Sands USD), 2021  
Geri Rivera (Arvin Union SD), 2021  
Lillian Tafoya (Bakersfield City SD)◇, 2020  
Keith Wolaridge (Panama-Buena Vista Union SD), 2021  
*Vacant, 2020*

**Region 12 County**

Donald P. Cowan (Kern COE), 2020

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**REGION 15 – 27 Delegates (18 elected/9 appointed) ◇**

Director: Meg Cutuli (Los Alamitos USD)

**County: Orange**

Dana Black (Newport-Mesa USD), 2020  
David Boyer (Los Alamitos USD), 2021  
Lauren Brooks (Irvine USD), 2020  
Bonnie Castrey (Huntington Beach Union HSD), 2021  
Ian Collins (Fountain Valley ESD), 2021  
Lynn Davis (Tustin USD), 2020  
Jackie Filbeck (Anaheim ESD), 2021  
Carrie Flanders (Brea Olinda USD), 2021  
Karin Freeman (Placentia-Yorba Linda USD), 2021  
Ira Glasky (Irvine USD) ◇, 2020  
Patricia Holloway (Capistrano USD) ◇, 2021  
Al Jabbar (Anaheim Un. HSD), 2021  
Candice Kern (Cypress ESD), 2020  
Shari Kowalke (Huntington Beach City ESD), 2020  
Martha McNicholas (Capistrano USD) ◇, 2020  
Charlene Metoyer (Newport-Mesa USD), 2021  
Walter Muneton (Garden Grove USD) ◇, 2021  
Lan Nguyen (Garden Grove USD) ◇, 2020  
John Palacio (Santa Ana USD) ◇, 2020  
Annemarie Randle-Trejo (Anaheim Union HSD) ◇, 2020  
Rigo Rodriguez (Santa Ana USD) ◇, 2021  
Francine Scinto (Tustin USD), 2020  
Michael Simons (Huntington Beach Union HSD), 2020  
Suzie Swartz (Saddleback Valley USD), 2021  
Sharon Wallin (Irvine USD), 2020

*Vacancy until 3/31/2021***Region 15 County**

John Bedell (Orange COE), 2021

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**REGION 16 – 20 Delegate (15 elected/5 appointed) ◇**

Director: Karen Gray (Silver Valley USD)

**Subregion 16-A (Inyo)**

Susan Patton (Lone Pine USD), 2021

**Subregion 16-B (San Bernardino)**

Christina Cameron-Otero (Needles USD), 2020  
Tom Courtney (Lucerne Valley USD), 2021  
Andrew Cruz (Chino Valley USD) ◇, 2021  
Barbara Dew (Victor Valley Union HSD), 2020  
Gwen Dowdy-Rodgers (San Bernardino City USD) ◇, 2021  
Barbara Flores (San Bernardino City USD) ◇, 2020  
Peter Garcia (Fontana USD) ◇, 2020  
Cindy Gardner (Rim of the World USD), 2020  
Margaret Hill (San Bernardino City USD), 2020  
Shari Megaw (Chaffey Joint Union HSD), 2021  
James O'Neill, (Redlands USD), 2020  
Caryn Payzant (Alta Loma ESD), 2020  
Adam Perez (Fontana USD) ◇, 2021  
Wilson So (Apple Valley USD), 2020  
Gabriel Stine (Victor ESD), 2021  
Eric Swanson (Hesperia USD), 2021  
Mondi Taylor (Etiwanda SD), 2021  
Kathy Thompson (Central ESD), 2021

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**Region 16 County**

Laura Mancha (San Bernardino COE), 2020

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**REGION 17 – 24 Delegates (18 elected/6 appointed) ◇**

Director, Vacant

**County: San Diego**

Barbara Avalos (National SD), 2020  
Richard Barrera (San Diego USD) ◇, 2021  
Blanca Brown (Lemon Grove SD), 2020  
Leslie Bunker (Chula Vista ESD), 2021  
Josh Butner (Chula Vista ESD), 2021  
Brian Clapper (National SD), 2020  
Eleanor Evans (Oceanside USD), 2020  
Andrew Hayes (Lakeside Union SD), 2021  
Beth Hergesheimer (San Dieguito Union HSD), 2021  
Laurie Humphrey (Chula Vista ESD), 2020  
Claudine Jones (Carlsbad USD), 2020  
Christi Knight (Escondido Union HSD), 2021  
Michael McQuary (San Diego USD) ◇, 2020  
Darshana Patel (Poway USD) ◇, 2021  
Dawn Perfect (Ramona USD), 2021  
Barbara Ryan (Santee SD), 2021  
Elva Salinas (Grossmont Union HSD), 2020  
Debra Schade (Solana Beach ESD), 2020  
Nicholas Segura (Sweetwater Union HSD) ◇, 2020  
Arturo Solis (Sweetwater Union HSD) ◇, 2021  
Marla Strich (Encinitas Union ESD), 2020  
Cipriano Vargas, (Vista USD), 2020  
Sharon Whitehurst-Payne (San Diego USD) ◇, 2021

**Region 17 County**

Guadalupe Gonzalez (San Diego COE), 2021

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**REGION 18 – 21 Delegates (16 elected/5 appointed) ◇**

Director: Wendy Jonathan (Desert Sands USD)

**Subregion 18-A (Riverside)**

Robert Garcia (Jurupa USD), 2021  
Madonna Gerrell (Palm Springs USD), 2021  
Blanca Hall (Coachella Valley USD), 2020  
Tom Hunt (Riverside USD) ◇, 2021  
Cleveland Johnson (Moreno Valley USD) ◇, 2021  
Marla Kirkland (Val Verde USD), 2020  
Susan Lara (Beaumont USD), 2020  
Patricia Lock-Dawson (Riverside USD) ◇, 2020  
Elizabeth Marroquin (Corona-Norco USD) ◇, 2020  
David Nelissen (Perris Union HSD), 2020  
Gerard Reller (Romoland ESD), 2021  
Kristi Rutz-Robbins (Temecula Valley USD), 2021  
Victor Scavarda (Hemet USD), 2020  
Susan Scott (Lake Elsinore USD), 2020  
Kris Thomasian (Murrieta Valley USD), 2021  
Mary Helen Ybarra (Corona-Norco USD) ◇, 2021  
*Vacant, 2021*

**Subregion 18-B (Imperial)**

Michael Castillo (Calexico USD), 2021  
Diahna Garcia-Ruiz (Central Union HSD), 2020  
Gil Rebollar (Brawley ESD), 2021

*List of all Delegates with expiration terms updated 10/25/19*

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**Region 18 County**

Wendel W. Tucker (Riverside COE), 2020

**REGION 20 – 12 Delegates (11 elected/1 appointed) ◇**

Director: Albert Gonzalez (Santa Clara USD)

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**County: Santa Clara**

Melissa Baten Caswell (Palo Alto USD), 2020  
Teresa Castellanos (San Jose USD) ◇, 2021  
Cynthia Chang (Los Gatos-Saratoga Jt. Union HSD), 2020  
Danielle Cohen (Campbell Union SD), 2021  
Bonnie Mace (Evergreen ESD), 2021  
Jodi Muirhead, (Santa Clara USD), 2020  
Reid Myers (Sunnyvale SD), 2021  
Mary Patterson (Morgan Hill USD), 2020  
Andres Quintero (Alum Rock Union ESD), 2021  
George Sanchez (Franklin-McKinley ESD), 2021  
Fiona Walter (Mountain View Los Altos HSD), 2021

**Region 20 County**

Rosemary Kamei (Santa Clara COE), 2020

**REGION 21 – 7 Delegates (0 elected/ 7 appointed) ◇**

Director: Kelly Gonez (Los Angeles USD) ◇, 2022

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**County: Los Angeles**

Mónica Garcia (Los Angeles USD) ◇, 2021  
Jackie Goldberg (Los Angeles USD) ◇, 2020  
George McKenna (Los Angeles USD) ◇, 2020  
Nick Melvoin (Los Angeles USD) ◇, 2022  
Scott Schmerelson (Los Angeles USD) ◇, 2020  
Richard Vladovic (Los Angeles USD) ◇, 2020

**Region 18 County**

Douglas Boyd (Los Angeles COE) ◇, 2020

**REGION 22 – 6 Delegates (6 elected)**

Director: Nancy Smith (Palmdale SD)

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**Los Angeles County: North Los Angeles**

Steven DeMarzio (Westside Union ESD), 2020  
Stacy Dobbs (Castaic Union SD), 2020  
Keith Giles (Lancaster ESD), 2020  
Cherise Moore (William S. Hart Union HSD), 2021  
Steven Sturgeon (William S. Hart Union HSD), 2021  
Sharon Vega (Palmdale ESD), 2021

**REGION 23 – 16 Delegates (13 elected/3 Appointed) ◇**

Director: Helen Hall (Walnut Valley USD)

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**Los Angeles County: San Gabriel Valley & East Los Angeles****Subregion 23-A**

Suzie Abajian (South Pasadena USD), 2021  
Jennifer Freemon (Glendale USD), 2021  
Kimberly Kenne (Pasadena USD), 2020  
Gregory Krikorian (Glendale USD), 2020  
Gary Scott (San Gabriel USD), 2020

**Subregion 23-B**

Adam Carranza (Mountain View ESD), 2021  
David Diaz (El Monte Union HSD), 2021  
Anthony Duarte (Hacienda La Puente USD), 2020  
Martin Medrano (Hacienda La Puente USD) ◇, 2020  
Vacancy until 3/31/2020

**Subregion 23-C**

Cory Ellenson (Glendora USD), 2020  
Steven Llanusa (Claremont USD), 2020  
Christina Lucero (Baldwin Park USD), 2021  
Eileen Miranda Jimenez (West Covina USD), 2021  
Roberta Perlman (Pomona USD) ◇, 2021  
Paul Solano (Bassett USD), 2020

**REGION 24 – 16 Delegates (14 elected/2 Appointed) ◇**

Director: Donald E. LaPlante (Downey USD)

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**Los Angeles County: Southwest Crescent**

Darryl Adams (Norwalk-La Mirada USD), 2021  
Micah Ali (Compton USD), 2021  
Leighton Anderson (Whittier Union HSD), 2020  
Jan Baird (South Whittier ESD), 2021  
Maggie Bove-LaMonica (Hermosa Beach City ESD), 2020  
Diana Craighead (Long Beach USD) ◇, 2020  
Megan Kerr (Long Beach USD) ◇, 2021  
Eugene Krank (Hawthorne SD), 2020  
Sylvia Macias (South Whittier ESD), 2020  
Karen Morrison (Norwalk-La Mirada USD), 2020  
Harunobu (Ernie) Nishii (ABC USD), 2021  
Gabriel Orosco (El Rancho USD), 2020  
Ann Phillips (Lawndale ESD), 2020  
Dora Sandoval (Little Lake City ESD), 2021  
Jesse Urquidi, (Norwalk-LaMirada USD), 2020  
Satra Zurita (Compton USD), 2021

## CSBA Region Index for Districts and COEs

ABC USD . . . . .	24	Arvin Union SD . . . . .	12 B	Big Springs Union ESD . . . . .	02 A
Acalanes Union HSD . . . . .	07 A	Atascadero USD . . . . .	09 C	Big Sur USD . . . . .	09 B
Ackerman Charter SD . . . . .	04 D	Atwater ESD . . . . .	08 D	Big Valley Joint USD . . . . .	02 C
Acton-Agua Dulce USD . . . . .	22	Auburn Union ESD . . . . .	04 D	Biggs USD . . . . .	04 B
Adelanto ESD . . . . .	16 B	Azusa USD . . . . .	23 C	Bishop USD . . . . .	16 A
Alameda COE . . . . .	07 B	Baker Valley USD . . . . .	16 B	Bitterwater-Tully Union ESD . . . . .	09 A
Alameda USD . . . . .	07 B	Bakersfield City ESD . . . . .	12 B	Black Butte Union ESD . . . . .	02 B
Albany USD . . . . .	07 B	Baldwin Park USD . . . . .	23 C	Black Oak Mine USD . . . . .	06 C
Alexander Valley Union ESD . . . . .	03 A	Baldy View ROP . . . . .	16 B	Blake ESD . . . . .	12 B
Alhambra USD . . . . .	23 A	Ballard SD . . . . .	11 A	Blochman Union ESD . . . . .	11 A
Alisal Union SD . . . . .	09 B	Ballico-Cressey ESD . . . . .	08 D	Blue Lake Union ESD . . . . .	01 A
Allensworth ESD . . . . .	12 A	Bangor Union ESD . . . . .	04 B	Bogus ESD . . . . .	02 A
Alpaugh USD . . . . .	12 A	Banning USD . . . . .	18 A	Bolinas-Stinson Union SD . . . . .	03 D
Alpine County & USD . . . . .	06 C	Banta ESD . . . . .	08 A	Bonita USD . . . . .	23 C
Alpine Union SD . . . . .	17	Barstow USD . . . . .	16 B	Bonny Doon Union ESD . . . . .	09 A
Alta Loma ESD . . . . .	16 B	Bass Lake Joint Union ESD . . . . .	10 A	Bonsall USD . . . . .	17
Alta Vista ESD . . . . .	12 A	Bassett USD . . . . .	23 C	Borrego Springs USD . . . . .	17
Alta-Dutch Flat Union ESD . . . . .	04 D	Bayshore ESD . . . . .	05 B	Bradley Union ESD . . . . .	09 B
Alum Rock Union ESD . . . . .	20	Bear Valley USD . . . . .	16 B	Brawley ESD . . . . .	18 B
Alview-Dairyland Union ESD . . . . .	10 A	Beardsley ESD . . . . .	12 B	Brawley Union HSD . . . . .	18 B
Alvina Elementary Charter SD . . . . .	10 B	Beaumont USD . . . . .	18 A	Brea-Olinda USD . . . . .	15
Alvord USD . . . . .	18 A	Bella Vista ESD . . . . .	02 B	Brentwood Union SD . . . . .	07 A
Amador County & USD . . . . .	08 B	Bellevue ESD . . . . .	08 B	Bret Harte Union HSD . . . . .	08 B
Anaheim ESD . . . . .	15	Bellevue Union SD . . . . .	03 A	Bridgeville ESD . . . . .	01 A
Anaheim Union HSD . . . . .	15	Bellflower USD . . . . .	24	Briggs ESD . . . . .	11 B
Anderson Union HSD . . . . .	02 B	Belmont-Redwood Shores ESD . . . . .	05 B	Brisbane ESD . . . . .	05 B
Anderson Valley USD . . . . .	01 B	Belridge ESD . . . . .	12 B	Brittan ESD . . . . .	04 C
Antelope SD . . . . .	04 A	Benicia USD . . . . .	03 C	Browns ESD . . . . .	04 C
Antelope Valley Union HSD . . . . .	22	Bennett Valley Union SD . . . . .	03 A	Buckeye Union ESD . . . . .	06 C
Antioch USD . . . . .	07 A	Berkeley USD . . . . .	07 B	Buellton Union ESD . . . . .	11 A
Apple Valley USD . . . . .	16 B	Berryessa Union SD . . . . .	20	Buena Park ESD . . . . .	15
Arcadia USD . . . . .	23 A	Beverly Hills USD . . . . .	24	Buena Vista ESD . . . . .	12 A
Arcata ESD . . . . .	01 A	Big Creek ESD . . . . .	10 B	Burbank USD . . . . .	23 A
Arcohe Union ESD . . . . .	06 B	Big Lagoon Union ESD . . . . .	01 A	Burlingame ESD . . . . .	05 B
Armona Union ESD . . . . .	10 C	Big Oak Flat-Groveland USD . . . . .	08 B	Burnt Ranch ESD . . . . .	02 A
Aromas-San Juan USD . . . . .	09 A	Big Pine USD . . . . .	16 A	Burrel Union ESD . . . . .	10 B

Burton ESD . . . . .	12	A	Central Union HSD . . . . .	18	B	Colusa USD . . . . .	04	C
Butte COE . . . . .	04	B	Central USD . . . . .	10	B	Compton USD . . . . .	24	
Butte Valley USD . . . . .	02	A	Centralia ESD . . . . .	15		Conejo Valley USD . . . . .	11	B
Butteville Union ESD . . . . .	02	A	Ceres USD . . . . .	08	C	Contra Costa COE . . . . .	07	A
Buttonwillow Union ESD . . . . .	12	B	Chaffey Joint Union HSD . . . . .	16	B	Corcoran Joint USD . . . . .	10	C
Byron Union ESD . . . . .	07	A	Charter Oak USD . . . . .	23	C	Corning Union ESD . . . . .	04	A
Cabrillo USD . . . . .	05	B	Chatom Union SD . . . . .	08	C	Corning Union HSD . . . . .	04	A
Cajon Valley Union SD . . . . .	17		Chawanakee USD . . . . .	10	A	Coronado USD . . . . .	17	
Calaveras COE . . . . .	08	B	Chicago Park ESD . . . . .	04	D	Corona-Norco USD . . . . .	18	A
Calaveras USD . . . . .	08	B	Chico USD . . . . .	04	B	Cotati-Rohnert Park USD . . . . .	03	A
Calexico USD . . . . .	18	B	Chino Valley USD . . . . .	16	B	Cottonwood Union SD . . . . .	02	B
Caliente Union ESD . . . . .	12	B	Chowchilla ESD . . . . .	10	A	Covina-Valley USD . . . . .	23	C
Calipatria USD . . . . .	18	B	Chowchilla Union HSD . . . . .	10	A	Cucamonga SD . . . . .	16	B
Calistoga Joint USD . . . . .	03	B	Chualar Union SD . . . . .	09	B	Cuddeback Union ESD . . . . .	01	A
Cambrian SD . . . . .	20		Chula Vista ESD . . . . .	17		Culver City USD . . . . .	24	
Camino Union ESD . . . . .	06	C	Cienega Union ESD . . . . .	09	A	Cupertino Union SD . . . . .	20	
Campbell Union HSD . . . . .	20		Cinnabar ESD . . . . .	03	A	Curtis Creek ESD . . . . .	08	B
Campbell Union SD . . . . .	20		Claremont USD . . . . .	23	C	Cutler-Orosi Joint USD . . . . .	12	A
Camptonville Union ESD . . . . .	04	C	Clay Joint ESD . . . . .	10	B	Cutten ESD . . . . .	01	A
Canyon ESD . . . . .	07	A	Clear Creek ESD . . . . .	04	D	Cuyama Joint USD . . . . .	11	A
Capay Joint Union ESD . . . . .	04	A	Cloverdale USD . . . . .	03	A	Cypress ESD . . . . .	15	
Capistrano USD . . . . .	15		Clovis USD . . . . .	10	B	Davis Joint USD . . . . .	06	A
Cardiff ESD . . . . .	17		Coachella Valley USD . . . . .	18	A	Death Valley USD . . . . .	16	A
Carlsbad USD . . . . .	17		Coalinga-Huron USD . . . . .	10	B	Dehesa SD . . . . .	17	
Carmel USD . . . . .	09	B	Coast USD . . . . .	09	C	Del Mar Union SD . . . . .	17	
Carpinteria USD . . . . .	11	A	Coastline ROP . . . . .	15		Del Norte County & USD . . . . .	01	A
Caruthers USD . . . . .	10	B	Coffee Creek ESD . . . . .	02	A	Delano Joint Union HSD . . . . .	12	B
Cascade Union ESD . . . . .	02	B	Cold Spring ESD . . . . .	11	A	Delano Union ESD . . . . .	12	B
Castaic Union SD . . . . .	22		Colfax ESD . . . . .	04	D	Delhi USD . . . . .	08	D
Castle Rock Union ESD . . . . .	02	B	College ESD . . . . .	11	A	Delphic ESD . . . . .	02	A
Castro Valley USD . . . . .	07	B	Colton Joint USD . . . . .	16	B	Denair USD . . . . .	08	C
Cayucos ESD . . . . .	09	C	Colton-Redlands-Yucaipa ROP . . . . .	16	B	Desert Center USD . . . . .	18	A
Center USD . . . . .	06	B	Columbia ESD . . . . .	02	B	Desert Sands USD . . . . .	18	A
Centinela Valley Union HSD . . . . .	24		Columbia Union SD . . . . .	08	B	Di Giorgio ESD . . . . .	12	B
Central ESD . . . . .	16	B	Columbine ESD . . . . .	12	A	Dinuba USD . . . . .	12	A
Central Union ESD . . . . .	10	C	Colusa COE . . . . .	04	C	Dixie ESD . . . . .	03	D

## Alphabetical Index of School Districts and Corresponding CSBA Region Number

Dixon USD . . . . .	03	C	Encinitas Union ESD . . . . .	17	Franklin ESD . . . . .	04	C
Dos Palos Oro Loma Joint USD . . . . .	08	D	Enterprise ESD . . . . .	02	Franklin-McKinley ESD . . . . .	20	
Douglas City ESD . . . . .	02	A	Escalon USD . . . . .	08	Fremont Union HSD . . . . .	20	
Downey USD . . . . .	24		Escondido Union HSD . . . . .	17	Fremont USD . . . . .	07	B
Dry Creek Joint ESD . . . . .	04	D	Escondido Union SD . . . . .	17	French Gulch-Whiskeytown ESD . . . . .	02	B
Duarte USD . . . . .	23	A	Esparto USD . . . . .	06	Freshwater ESD . . . . .	01	A
Dublin USD . . . . .	07	B	Etiwanda ESD . . . . .	16	Fresno COE . . . . .	10	B
Ducor Union ESD . . . . .	12	A	Eureka City Schools . . . . .	01	Fresno USD . . . . .	10	B
Dunham ESD . . . . .	03	A	Eureka Union SD . . . . .	04	Fruitvale ESD . . . . .	12	B
Dunsmuir ESD . . . . .	02	A	Evergreen ESD . . . . .	20	Fullerton Joint Union HSD . . . . .	15	
Dunsmuir Joint Union HSD . . . . .	02	A	Evergreen Union ESD . . . . .	04	Fullerton SD . . . . .	15	
Durham USD . . . . .	04	B	Exeter USD . . . . .	12	Galt Joint Union ESD . . . . .	06	B
Earlimart ESD . . . . .	12	A	Fairfax ESD . . . . .	12	Galt Joint Union HSD . . . . .	06	B
East Nicolaus Joint Union HSD . . . . .	04	C	Fairfield-Suisun USD . . . . .	03	Garden Grove USD . . . . .	15	
East San Gabriel Valley ROP . . . . .	21		Fall River Joint USD . . . . .	02	Garfield ESD . . . . .	01	A
East Side Union HSD . . . . .	20		Fallbrook Union ESD . . . . .	17	Garvey ESD . . . . .	23	A
East Whittier City ESD . . . . .	24		Fallbrook Union HSD . . . . .	17	Gateway USD . . . . .	02	B
Eastern Sierra USD . . . . .	06	C	Farmersville USD . . . . .	12	Gazelle Union ESD . . . . .	02	A
Eastside Union SD . . . . .	22		Feather Falls Union ESD . . . . .	04	General Shafter ESD . . . . .	12	B
Eden Area ROP . . . . .	07	B	Ferndale USD . . . . .	01	Gerber Union ESD . . . . .	04	A
Edison ESD . . . . .	12	B	Fieldbrook ESD . . . . .	01	Geyserville USD . . . . .	03	A
El Centro ESD . . . . .	18	B	Fillmore USD . . . . .	11	Gilroy USD . . . . .	20	
El Dorado COE . . . . .	06	C	Firebaugh-Las Deltas USD . . . . .	10	Glendale USD . . . . .	23	A
El Dorado Union HSD . . . . .	06	C	Flournoy Union ESD . . . . .	04	Glendora USD . . . . .	23	C
El Monte City SD . . . . .	23	B	Folsom-Cordova USD . . . . .	06	Glenn COE . . . . .	04	A
El Monte Union HSD . . . . .	23	B	Fontana USD . . . . .	16	Gold Oak Union SD . . . . .	06	C
El Nido ESD . . . . .	08	D	Foresthill Union ESD . . . . .	04	Gold Trail Union SD . . . . .	06	C
El Rancho USD . . . . .	24		Forestville Union ESD . . . . .	03	Golden Feather Union SD . . . . .	04	B
El Segundo USD . . . . .	24		Forks of Salmon ESD . . . . .	02	Golden Plains USD . . . . .	10	B
El Tejon USD . . . . .	12	B	Fort Bragg USD . . . . .	01	Golden Valley USD . . . . .	10	A
Elk Grove USD . . . . .	06	B	Fort Ross ESD . . . . .	03	Goleta Union ESD . . . . .	11	A
Elk Hills ESD . . . . .	12	B	Fort Sage USD . . . . .	02	Gonzales USD . . . . .	09	B
Elkins ESD . . . . .	04	A	Fortuna ESD . . . . .	01	Gorman Joint SD . . . . .	22	
Elverta Joint ESD . . . . .	06	B	Fortuna Union HSD . . . . .	01	Grant ESD . . . . .	02	B
Emery USD . . . . .	07	B	Fountain Valley ESD . . . . .	15	Grass Valley ESD . . . . .	04	D
Empire Union SD . . . . .	08	C	Fowler USD . . . . .	10	Gratton ESD . . . . .	00	C

## Alphabetical Index of School Districts and Corresponding CSBA Region Number

Gravenstein Union ESD . . . . .	03	A	Hornbrook ESD . . . . .	02	A	Kashia ESD . . . . .	03	A
Graves ESD . . . . .	09	B	Hot Springs ESD . . . . .	12	A	Kelseyville USD . . . . .	01	B
Green Point ESD . . . . .	01	A	Howell Mountain ESD . . . . .	03	B	Kentfield ESD . . . . .	03	D
Greenfield Union ESD . . . . .	12	B	Hueneme ESD . . . . .	11	B	Kenwood SD . . . . .	03	A
Greenfield Union SD . . . . .	09	B	Hughes-Elizabeth Lakes Union SD . . . . .	22		Keppel Union ESD . . . . .	22	
Grenada ESD . . . . .	02	A	Hughson USD . . . . .	08	C	Kerman USD . . . . .	10	B
Gridley USD . . . . .	04	B	Humboldt COE . . . . .	01	A	Kern COE . . . . .	12	B
Grossmont Union HSD . . . . .	17		Huntington Beach City ESD . . . . .	15		Kern HSD . . . . .	12	B
Guadalupe Union ESD . . . . .	11	A	Huntington Beach Union HSD . . . . .	15		Kernville Union ESD . . . . .	12	B
Guerneville ESD . . . . .	03	A	Hydesville ESD . . . . .	01	A	Keyes Union ESD . . . . .	08	C
Gustine USD . . . . .	08	D	Igo-Ono-Platina Union ESD . . . . .	02	B	King City Union SD . . . . .	09	B
Hacienda La Puente USD . . . . .	23	B	Imperial COE . . . . .	18	B	Kings Canyon Joint USD . . . . .	10	B
Hamilton USD . . . . .	04	A	Imperial USD . . . . .	18	B	Kings COE . . . . .	10	C
Hanford ESD . . . . .	10	C	Imperial Valley ROP . . . . .	18	B	Kings River Union ESD . . . . .	12	A
Hanford Joint Union HSD . . . . .	10	C	Indian Diggings ESD . . . . .	06	C	Kings River-Hardwick Union ESD . . . . .	10	C
Happy Camp Union ESD . . . . .	02	A	Indian Springs ESD . . . . .	02	B	Kingsburg Elementary Charter SD . . . . .	10	B
Happy Valley ESD . . . . .	09	A	Inglewood USD . . . . .	24		Kingsburg Joint Union HSD . . . . .	10	B
Happy Valley Union ESD . . . . .	02	B	Inyo COE . . . . .	16	A	Kirkwood ESD . . . . .	04	A
Harmony Union ESD . . . . .	03	A	Irvine USD . . . . .	15		Kit Carson Union ESD . . . . .	10	C
Hart-Ransom Union ESD . . . . .	08	C	Island Union ESD . . . . .	10	C	Klamath River Union ESD . . . . .	02	A
Hawthorne SD . . . . .	24		Jacoby Creek ESD . . . . .	01	A	Klamath-Trinity Joint USD . . . . .	01	A
Hayward USD . . . . .	07	B	Jamestown ESD . . . . .	08	B	Kneeland ESD . . . . .	01	A
Healdsburg USD . . . . .	03	A	Jamul-Dulzura Union ESD . . . . .	17		Knights Ferry ESD . . . . .	08	C
Heber ESD . . . . .	18	B	Janesville Union ESD . . . . .	02	C	Knightesen ESD . . . . .	07	A
Helendale SD . . . . .	16	B	Jefferson ESD . . . . .	05	B	Konocti USD . . . . .	01	B
Hemet USD . . . . .	18	A	Jefferson ESD . . . . .	09	A	La Canada USD . . . . .	23	A
Hermosa Beach City ESD . . . . .	24		Jefferson ESD . . . . .	08	A	La Habra City ESD . . . . .	15	
Hesperia USD . . . . .	16	B	Jefferson Union HSD . . . . .	05	B	La Honda-Pescadero USD . . . . .	05	B
Hickman Charter SD . . . . .	08	C	John Swett USD . . . . .	07	A	La Mesa-Spring Valley SD . . . . .	17	
Hillsborough City SD . . . . .	05	B	Johnstonville ESD . . . . .	02	C	La Puente Valley ROP . . . . .	21	
Hilmar USD . . . . .	08	D	Julian Union ESD . . . . .	17		Lafayette ESD . . . . .	07	A
Hollister ESD . . . . .	09	A	Julian Union HSD . . . . .	17		Laguna Beach USD . . . . .	15	
Holtville USD . . . . .	18	B	Junction City ESD . . . . .	02	A	Laguna Joint ESD . . . . .	03	D
Hope ESD . . . . .	12	A	Junction ESD . . . . .	02	A	Lagunita ESD . . . . .	09	B
Hope ESD . . . . .	11	A	Junction ESD . . . . .	02	B	Lagunitas ESD . . . . .	03	D
Horicon ESD . . . . .	03	A	Jurupa USD . . . . .	18	A	Lake COE . . . . .	01	B

## Alphabetical Index of School Districts and Corresponding CSBA Region Number

Lake Elsinore USD . . . . .	18	A	Linns Valley-Poso Flat Union ESD . . . . .	12	B	Manchester Union ESD . . . . .	01	B
Lake ESD . . . . .	04	A	Little Lake City ESD . . . . .	24		Manhattan Beach USD . . . . .	24	
Lake Tahoe USD . . . . .	06	C	Little Shasta ESD . . . . .	02	A	Manteca USD . . . . .	08	A
Lakeport USD . . . . .	01	B	Live Oak ESD . . . . .	09	A	Manzanita ESD . . . . .	04	B
Lakeside Joint SD . . . . .	20		Live Oak USD . . . . .	04	C	Maple Creek ESD . . . . .	01	A
Lakeside Union ESD . . . . .	10	C	Livermore Valley Joint USD . . . . .	07	B	Maple ESD . . . . .	12	B
Lakeside Union ESD . . . . .	12	B	Livingston Union SD . . . . .	08	D	Marcum-Illinois Union ESD . . . . .	04	C
Lakeside Union SD . . . . .	17		Lodi USD . . . . .	08	A	Maricopa USD . . . . .	12	B
Lammersville Joint USD . . . . .	08	A	Loleta Union ESD . . . . .	01	A	Marin COE . . . . .	03	D
Lamont ESD . . . . .	12	B	Loma Prieta Joint Union ESD . . . . .	20		Mariposa County & USD . . . . .	10	A
Lancaster ESD . . . . .	22		Lompoc USD . . . . .	11	A	Mark Twain Union ESD . . . . .	08	B
Larkspur-Corte Madera SD . . . . .	03	D	Lone Pine USD . . . . .	16	A	Mark West Union SD . . . . .	03	A
Las Lomitas ESD . . . . .	05	B	Long Beach USD . . . . .	24		Martinez USD . . . . .	07	A
Las Virgenes USD . . . . .	11	B	Loomis Union ESD . . . . .	04	D	Marysville Joint USD . . . . .	04	C
Lassen COE . . . . .	02	C	Los Alamitos USD . . . . .	15		Mattole USD . . . . .	01	A
Lassen Union HSD . . . . .	02	C	Los Altos ESD . . . . .	20		Maxwell USD . . . . .	04	C
Lassen View Union ESD . . . . .	04	A	Los Angeles COE . . . . .	21		McCabe Union ESD . . . . .	18	B
Laton USD . . . . .	10	B	Los Angeles USD . . . . .	21		McCloud Union ESD . . . . .	02	A
Latrobe SD . . . . .	06	C	Los Banos USD . . . . .	08	D	McFarland USD . . . . .	12	B
Lawndale ESD . . . . .	24		Los Gatos Union ESD . . . . .	20		McKinleyville Union ESD . . . . .	01	A
Laytonville USD . . . . .	01	B	Los Gatos-Saratoga Jt. Un. HSD . . . . .	20		McKittrick ESD . . . . .	12	B
Le Grand Union ESD . . . . .	08	D	Los Molinos USD . . . . .	04	A	McSwain Union ESD . . . . .	08	D
Le Grand Union HSD . . . . .	08	D	Los Nietos SD . . . . .	24		Meadows Union ESD . . . . .	18	B
Leggett Valley USD . . . . .	01	B	Los Olivos ESD . . . . .	11	A	Mendocino COE . . . . .	01	B
Lemon Grove SD . . . . .	17		Lost Hills Union ESD . . . . .	12	B	Mendocino USD . . . . .	01	B
Lemoore Union ESD . . . . .	10	C	Lowell Joint ESD . . . . .	15		Mendota USD . . . . .	10	B
Lemoore Union HSD . . . . .	10	C	Lucerne ESD . . . . .	01	B	Menifee Union ESD . . . . .	18	A
Lennox SD . . . . .	24		Lucerne Valley USD . . . . .	16	B	Menlo Park City ESD . . . . .	05	B
Lewiston ESD . . . . .	02	A	Lucia Mar USD . . . . .	09	C	Merced City ESD . . . . .	08	D
Liberty ESD . . . . .	03	A	Luther Burbank SD . . . . .	20		Merced COE . . . . .	08	D
Liberty ESD . . . . .	12	A	Lynwood USD . . . . .	24		Merced River Union ESD . . . . .	08	D
Liberty Union HSD . . . . .	07	A	Madera COE . . . . .	10	A	Merced Union HSD . . . . .	08	D
Lincoln ESD . . . . .	03	D	Madera USD . . . . .	10	A	Meridian ESD . . . . .	04	C
Lincoln USD . . . . .	08	A	Magnolia ESD . . . . .	15		Mesa Union ESD . . . . .	11	B
Linden USD . . . . .	08	A	Magnolia Union ESD . . . . .	18	B	Metropolitan Education District . . . . .	20	
Lindsay USD . . . . .	12	A	Mammoth USD . . . . .	06	C	Middletown USD . . . . .	01	B

## Alphabetical Index of School Districts and Corresponding CSBA Region Number

Midway ESD . . . . .	12	B	Mountain View Whisman SD . . . . .	20	Nuvview Union SD . . . . .	18	A	
Mill Valley ESD . . . . .	03	D	Mountain View-Los Altos Union HSD . . . . .	20	Oak Grove ESD . . . . .	20		
Millbrae ESD . . . . .	05	B	Mt. Baldy Joint ESD . . . . .	16	B	Oak Grove Union SD . . . . .	03	A
Millville ESD . . . . .	02	B	Mt. Diablo USD . . . . .	07	A	Oak Park USD . . . . .	11	B
Milpitas USD . . . . .	20		Mt. Pleasant SD . . . . .	20		Oak Run ESD . . . . .	02	B
Mission Union ESD . . . . .	09	B	Mt. Shasta Union SD . . . . .	02	A	Oak Valley Union ESD . . . . .	12	A
Mission Valley ROP . . . . .	07	B	Mulberry ESD . . . . .	18	B	Oak View Union ESD . . . . .	08	A
Modesto City Schools . . . . .	08	C	Mupu ESD . . . . .	11	B	Oakdale Joint USD . . . . .	08	C
Modoc COE . . . . .	02	A	Muroc Joint USD . . . . .	12	B	Oakland USD . . . . .	07	B
Modoc Joint USD . . . . .	02	A	Murrieta Valley USD . . . . .	18	A	Oakley Union ESD . . . . .	07	A
Mojave USD . . . . .	12	B	Napa COE . . . . .	03	B	Ocean View SD . . . . .	15	
Mono COE . . . . .	06	C	Napa Valley USD . . . . .	03	B	Ocean View SD . . . . .	11	B
Monroe ESD . . . . .	10	B	National SD . . . . .	17		Oceanside USD . . . . .	17	
Monrovia USD . . . . .	23	A	Natomas USD . . . . .	06	B	Ojai USD . . . . .	11	B
Monson-Sultana Joint Union ESD . . . . .	12	A	Needles USD . . . . .	16	B	Old Adobe Union SD . . . . .	03	A
Montague ESD . . . . .	02	A	Nevada City SD . . . . .	04	D	Ontario-Montclair SD . . . . .	16	B
Monte Rio Union ESD . . . . .	03	A	Nevada COE . . . . .	04	D	Orange Center SD . . . . .	10	B
Montebello USD . . . . .	23	B	Nevada Joint Union HSD . . . . .	04	D	Orange COE . . . . .	15	
Montecito Union ESD . . . . .	11	A	New Haven USD . . . . .	07	B	Orange USD . . . . .	15	
Monterey COE . . . . .	09	B	New Hope ESD . . . . .	08	A	Orchard ESD . . . . .	20	
Monterey Peninsula USD . . . . .	09	B	New Jerusalem ESD . . . . .	08	A	Orcutt Union ESD . . . . .	11	A
Montgomery ESD . . . . .	03	A	Newark USD . . . . .	07	B	Orick ESD . . . . .	01	A
Moorpark USD . . . . .	11	B	Newcastle ESD . . . . .	04	D	Orinda Union ESD . . . . .	07	A
Moraga ESD . . . . .	07	A	Newhall SD . . . . .	22		Orland USD . . . . .	04	A
Moreland SD . . . . .	20		Newman-Crows Landing USD . . . . .	08	C	Oro Grande ESD . . . . .	16	B
Moreno Valley USD . . . . .	18	A	Newport-Mesa USD . . . . .	15		Oroville City ESD . . . . .	04	B
Morgan Hill USD . . . . .	20		Nicasio SD . . . . .	03	D	Oroville Union HSD . . . . .	04	B
Morongo USD . . . . .	16	B	Norris SD . . . . .	12	B	Outside Creek ESD . . . . .	12	A
Mother Lode Union ESD . . . . .	06	C	North County Joint Union ESD . . . . .	09	A	Owens Valley USD . . . . .	16	A
Mountain Empire USD . . . . .	17		North Cow Creek ESD . . . . .	02	B	Oxnard SD . . . . .	11	B
Mountain ESD . . . . .	09	A	North Monterey County USD . . . . .	09	B	Oxnard Union HSD . . . . .	11	B
Mountain House ESD . . . . .	07	B	North Orange County ROP . . . . .	15		Pacheco Union ESD . . . . .	02	B
Mountain Union ESD . . . . .	02	B	Northern Humboldt Union HSD . . . . .	01	A	Pacific ESD . . . . .	09	A
Mountain Valley USD . . . . .	02	A	Norwalk-La Mirada USD . . . . .	24		Pacific Grove USD . . . . .	09	B
Mountain View ESD . . . . .	16	B	Novato USD . . . . .	03	D	Pacific Union ESD . . . . .	01	A
Mountain View ESD . . . . .	23	B	Nuestro ESD . . . . .	04	C	Pacific Union ESD . . . . .	10	B

## Alphabetical Index of School Districts and Corresponding CSBA Region Number

Pacifica SD . . . . .	05 B	Placerville Union ESD . . . . .	06 C	Reef-Sunset USD . . . . .	10 C
Pajaro Valley USD . . . . .	09 A	Plainsburg Union ESD . . . . .	08 D	Rescue Union ESD . . . . .	06 C
Palermo Union ESD . . . . .	04 B	Planada ESD . . . . .	08 D	Rialto USD . . . . .	16 B
Palm Springs USD . . . . .	18 A	Plaza ESD . . . . .	04 A	Richfield ESD . . . . .	04 A
Palmdale ESD . . . . .	22	Pleasant Grove Joint Union ESD . . . . .	04 C	Richgrove ESD . . . . .	12 A
Palo Alto USD . . . . .	20	Pleasant Ridge Union ESD . . . . .	04 D	Richland SD . . . . .	12 B
Palo Verde Union ESD . . . . .	12 A	Pleasant Valley Joint Union ESD . . . . .	09 C	Richmond ESD . . . . .	02 C
Palo Verde USD . . . . .	18 A	Pleasant Valley SD . . . . .	11 B	Rim of the World USD . . . . .	16 B
Palos Verdes Peninsula USD . . . . .	24	Pleasant View ESD . . . . .	12 A	Rincon Valley Union ESD . . . . .	03 A
Panama-Buena Vista Union SD . . . . .	12 B	Pleasanton USD . . . . .	07 B	Rio Bravo-Greeley Union ESD . . . . .	12 B
Panoche ESD . . . . .	09 A	Plumas County & USD . . . . .	02 C	Rio Dell ESD . . . . .	01 A
Paradise ESD . . . . .	08 C	Plumas Lake ESD . . . . .	04 C	Rio ESD . . . . .	11 B
Paradise USD . . . . .	04 B	Point Arena Schools . . . . .	01 B	Ripon USD . . . . .	08 A
Paramount USD . . . . .	24	Pollock Pines ESD . . . . .	06 C	River Delta USD . . . . .	06 B
Parlier USD . . . . .	10 B	Pomona USD . . . . .	23 C	Riverbank USD . . . . .	08 C
Pasadena USD . . . . .	23 A	Pond Union ESD . . . . .	12 B	Riverdale Joint USD . . . . .	10 B
Paso Robles Joint USD . . . . .	09 C	Pope Valley Union SD . . . . .	03 B	Riverside COE . . . . .	18 A
Patterson Joint USD . . . . .	08 C	Porterville USD . . . . .	12 A	Riverside USD . . . . .	18 A
Peninsula Union ESD . . . . .	01 A	Portola Valley ESD . . . . .	05 B	Roberts Ferry Union ESD . . . . .	08 C
Penn Valley Union ESD . . . . .	04 D	Potter Valley Community USD . . . . .	01 B	Robla ESD . . . . .	06 B
Perris ESD . . . . .	18 A	Poway USD . . . . .	17	Rockford ESD . . . . .	12 A
Perris Union HSD . . . . .	18 A	Princeton Joint USD . . . . .	04 A	Rocklin USD . . . . .	04 D
Petaluma City ESD & Joint Union HSD . . . . .	03 A	Raisin City ESD . . . . .	10 B	Romoland ESD . . . . .	18 A
Piedmont City USD . . . . .	07 B	Ramona USD . . . . .	17	Rosedale Union ESD . . . . .	12 B
Pierce Joint USD . . . . .	04 C	Rancho Santa Fe ESD . . . . .	17	Roseland SD . . . . .	03 A
Pine Ridge ESD . . . . .	10 B	Ravendale-Termo ESD . . . . .	02 C	Rosemead ESD . . . . .	23 B
Piner-Olivet Union ESD . . . . .	03 A	Ravenswood City ESD . . . . .	05 B	Roseville City SD . . . . .	04 D
Pioneer Union ESD . . . . .	04 B	Raymond-Knowles Union ESD . . . . .	10 A	Roseville Joint Union HSD . . . . .	04 D
Pioneer Union ESD . . . . .	06 C	Red Bluff Joint Union HSD . . . . .	04 A	Ross ESD . . . . .	03 D
Pioneer Union ESD . . . . .	10 C	Red Bluff Union ESD . . . . .	04 A	Ross Valley SD . . . . .	03 D
Pittsburg USD . . . . .	07 A	Redding ESD . . . . .	02 B	Round Valley Joint ESD . . . . .	16 A
Pixley Union ESD . . . . .	12 A	Redlands USD . . . . .	16 B	Round Valley USD . . . . .	01 B
Placentia-Yorba Linda USD . . . . .	15	Redondo Beach USD . . . . .	24	Rowland USD . . . . .	23 B
Placer COE . . . . .	04 D	Redwood City ESD . . . . .	05 B	Sacramento City USD . . . . .	06 B
Placer Hills Union ESD . . . . .	04 D	Reed Union ESD . . . . .	03 D	Sacramento COE . . . . .	06 B
Placer Union HSD . . . . .	04 D	Reeds Creek ESD . . . . .	04 A	Saddleback Valley USD . . . . .	15

## Alphabetical Index of School Districts and Corresponding CSBA Region Number

Salida Union SD . . . . .	08	C	San Ysidro ESD . . . . .	17	Shasta Union ESD . . . . .	02	B
Salinas City ESD . . . . .	09	B	Sanger USD . . . . .	10	Shasta Union HSD . . . . .	02	B
Salinas Union HSD . . . . .	09	B	Santa Ana USD . . . . .	15	Shiloh ESD . . . . .	08	C
San Antonio Union ESD . . . . .	09	B	Santa Barbara COE . . . . .	11	Shoreline USD . . . . .	03	D
San Ardo Union ESD . . . . .	09	B	Santa Barbara USD . . . . .	11	Sierra County/Sierra-Plumas Jt. USD . .	04	D
San Benito COE . . . . .	09	A	Santa Clara COE . . . . .	20	Sierra Sands USD . . . . .	12	B
San Benito HSD . . . . .	09	A	Santa Clara ESD . . . . .	11	Sierra USD . . . . .	10	B
San Bernardino City USD . . . . .	16	B	Santa Clara USD . . . . .	20	Silver Fork ESD . . . . .	06	C
San Bernardino COE . . . . .	16	B	Santa Cruz City Schools . . . . .	09	Silver Valley USD . . . . .	16	B
San Bruno Park ESD . . . . .	05	B	Santa Cruz COE . . . . .	09	Simi Valley USD . . . . .	11	B
San Carlos ESD . . . . .	05	B	Santa Maria Joint Union HSD . . . . .	11	Siskiyou COE . . . . .	02	A
San Diego COE . . . . .	17		Santa Maria-Bonita SD . . . . .	11	Siskiyou Union HSD . . . . .	02	A
San Diego USD . . . . .	17		Santa Monica-Malibu USD . . . . .	24	Snelling-Merced Falls Union ESD . . . . .	08	D
San Dieguito Union HSD . . . . .	17		Santa Paula USD . . . . .	11	Snowline Joint USD . . . . .	16	B
San Francisco County & USD . . . . .	05	A	Santa Rita Union ESD . . . . .	09	Solana Beach ESD . . . . .	17	
San Gabriel USD . . . . .	23	A	Santa Rosa City Schools . . . . .	03	Solano COE . . . . .	03	C
San Jacinto USD . . . . .	18	A	Santa Ynez Valley Union HSD . . . . .	11	Soledad USD . . . . .	09	B
San Joaquin COE . . . . .	08	A	Santee SD . . . . .	17	Solvang ESD . . . . .	11	A
San Jose USD . . . . .	20		Saratoga Union ESD . . . . .	20	Somis Union ESD . . . . .	11	B
San Juan USD . . . . .	06	B	Saucelito ESD . . . . .	12	Sonoma COE . . . . .	03	A
San Leandro USD . . . . .	07	B	Saugus Union SD . . . . .	22	Sonoma Valley USD . . . . .	03	A
San Lorenzo USD . . . . .	07	B	Sausalito Marin City SD . . . . .	03	Sonora SD . . . . .	08	B
San Lorenzo Valley USD . . . . .	09	A	Savanna ESD . . . . .	15	Sonora Union HSD . . . . .	08	B
San Lucas Union ESD . . . . .	09	B	Scotia Union ESD . . . . .	01	Soquel Union ESD . . . . .	09	A
San Luis Coastal USD . . . . .	09	C	Scott Valley USD . . . . .	02	Soulsbyville ESD . . . . .	08	B
San Luis Obispo COE . . . . .	09	C	Scotts Valley USD . . . . .	09	South Bay Union ESD . . . . .	01	A
San Marcos USD . . . . .	17		Sebastopol Union ESD . . . . .	03	South Bay Union SD . . . . .	17	
San Marino USD . . . . .	23	A	Seeley Union ESD . . . . .	18	South Fork Union SD . . . . .	12	B
San Mateo COE . . . . .	05	B	Seiad ESD . . . . .	02	South Monterey County Joint Union USD	09	B
San Mateo Union HSD . . . . .	05	B	Selma USD . . . . .	10	South Pasadena USD . . . . .	23	A
San Mateo-Foster City SD . . . . .	05	B	Semitropic ESD . . . . .	12	South San Francisco USD . . . . .	05	B
San Miguel Joint Union ESD . . . . .	09	C	Sequoia Union ESD . . . . .	12	South Whittier ESD . . . . .	24	
San Pasqual Union SD . . . . .	17		Sequoia Union HSD . . . . .	05	Southeast ROP . . . . .	21	
San Pasqual Valley USD . . . . .	18	B	Shaffer Union SD . . . . .	02	Southern California ROC . . . . .	21	
San Rafael City Schools . . . . .	03	D	Shandon Joint USD . . . . .	09	Southern Humboldt Joint USD . . . . .	01	A
San Ramon Valley USD . . . . .	07	A	Shasta COE . . . . .	02	Southern Kern USD . . . . .	12	B

## Alphabetical Index of School Districts and Corresponding CSBA Region Number

Southern Trinity Joint USD . . . . .	02	A	Thermalito Union SD . . . . .	04	B	Vallecito Union ESD . . . . .	08	B
Southside ESD . . . . .	09	A	Three Rivers Union ESD . . . . .	12	A	Vallecitos SD . . . . .	17	
Spencer Valley ESD . . . . .	17		Tipton ESD . . . . .	12	A	Vallejo City USD . . . . .	03	C
Spreckels Union SD . . . . .	09	B	Torrance USD . . . . .	24		Valley Center-Pauma USD . . . . .	17	
Springville Union ESD . . . . .	12	A	Tracy Joint USD . . . . .	08	A	Valley Home Joint ESD . . . . .	08	C
St. Helena USD . . . . .	03	B	Traver Joint ESD . . . . .	12	A	Valley ROP . . . . .	10	B
Standard ESD . . . . .	12	B	Travis USD . . . . .	03	C	Ventura COE . . . . .	11	B
Stanislaus COE . . . . .	08	C	Tres Pinos Union ESD . . . . .	09	A	Ventura USD . . . . .	11	B
Stanislaus Union ESD . . . . .	08	C	Tri-Cities ROP . . . . .	21		Victor ESD . . . . .	16	B
Stockton USD . . . . .	08	A	Trinidad Union ESD . . . . .	01	A	Victor Valley Union HSD . . . . .	16	B
Stone Corral ESD . . . . .	12	A	Trinity Alps USD . . . . .	02	A	Vineland ESD . . . . .	12	B
Stony Creek Joint USD . . . . .	04	A	Trinity Center ESD . . . . .	02	A	Visalia USD . . . . .	12	A
Strathmore Union ESD . . . . .	12	A	Trinity COE . . . . .	02	A	Vista Del Mar Union SD . . . . .	11	A
Sulphur Springs Union SD . . . . .	22		Tri-Valley ROP . . . . .	07	B	Vista USD . . . . .	17	
Summerville ESD . . . . .	08	B	Trona Joint USD . . . . .	16	B	Walnut Creek ESD . . . . .	07	A
Summerville Union HSD . . . . .	08	B	Tulare City SD . . . . .	12	A	Walnut Valley USD . . . . .	23	B
Sundale Union ESD . . . . .	12	A	Tulare COE . . . . .	12	A	Warner USD . . . . .	17	
Sunnyside Union ESD . . . . .	12	A	Tulare Joint Union HSD . . . . .	12	A	Wasco Union ESD . . . . .	12	B
Sunnyvale SD . . . . .	20		Tulelake Basin Joint USD . . . . .	02	A	Wasco Union HSD . . . . .	12	B
Sunol Glen USD . . . . .	07	B	Tuolumne COE . . . . .	08	B	Washington Colony ESD . . . . .	10	B
Surprise Valley Joint USD . . . . .	02	A	Turlock USD . . . . .	08	C	Washington Union ESD . . . . .	09	B
Susanville SD . . . . .	02	C	Tustin USD . . . . .	15		Washington USD . . . . .	10	B
Sutter COE . . . . .	04	C	Twain Harte SD . . . . .	08	B	Washington USD . . . . .	06	A
Sutter Union HSD . . . . .	04	C	Twin Hills Union ESD . . . . .	03	A	Waterford USD . . . . .	08	C
Sweetwater Union HSD . . . . .	17		Twin Ridges ESD . . . . .	04	D	Waugh ESD . . . . .	03	A
Sylvan Union ESD . . . . .	08	C	Twin Rivers USD . . . . .	06	B	Waukena Joint Union ESD . . . . .	12	A
Taft City SD . . . . .	12	B	Two Rock Union SD . . . . .	03	A	Weaver Union SD . . . . .	08	D
Taft Union HSD . . . . .	12	B	Ukiah USD . . . . .	01	B	Weed Union ESD . . . . .	02	A
Tahoe-Truckee USD . . . . .	04	D	Union ESD . . . . .	20		West Contra Costa USD . . . . .	07	A
Tamalpais Union HSD . . . . .	03	D	Union Hill ESD . . . . .	04	D	West Covina USD . . . . .	23	C
Tehachapi USD . . . . .	12	B	Union Joint ESD . . . . .	03	D	West Park ESD . . . . .	10	B
Tehama COE . . . . .	04	A	Upland USD . . . . .	16	B	West Side Union ESD . . . . .	03	A
Temecula Valley USD . . . . .	18	A	Upper Lake USD . . . . .	01	B	West Sonoma County Union HSD . . . . .	03	A
Temple City USD . . . . .	23	A	Vacaville USD . . . . .	03	C	Western Placer USD . . . . .	04	D
Templeton USD . . . . .	09	C	Val Verde USD . . . . .	18	A	Westminster SD . . . . .	15	
Terra Bella Union ESD . . . . .	12	A	Valle Lindo ESD . . . . .	23	B	Westmorland Union ESD . . . . .	18	B

## Alphabetical Index of School Districts and Corresponding CSBA Region Number

Westside ESD . . . . .	10	B
Westside Union ESD . . . . .	22	
Westwood USD . . . . .	02	C
Wheatland ESD . . . . .	04	C
Wheatland Union HSD . . . . .	04	C
Whitmore Union ESD . . . . .	02	B
Whittier City ESD . . . . .	24	
Whittier Union HSD . . . . .	24	
William S. Hart Union HSD . . . . .	22	
Williams USD . . . . .	04	C
Willits USD . . . . .	01	B
Willow Creek ESD . . . . .	02	A
Willow Grove Union ESD . . . . .	09	A
Willows USD . . . . .	04	A
Wilmar Union ESD . . . . .	03	A
Wilsona SD . . . . .	22	
Windsor USD . . . . .	03	A
Winship-Robbins ESD . . . . .	04	C
Winters Joint USD . . . . .	06	A
Winton SD . . . . .	08	D
Wiseburn USD . . . . .	24	
Woodlake USD . . . . .	12	A
Woodland Joint USD . . . . .	06	A
Woodside ESD . . . . .	05	B
Woodville ESD . . . . .	12	A
Wright ESD . . . . .	03	A
Yolo COE . . . . .	06	A
Yosemite USD . . . . .	10	A
Yreka Union ESD . . . . .	02	A
Yreka Union HSD . . . . .	02	A
Yuba City USD . . . . .	04	C
Yuba COE . . . . .	04	C
Yucaipa-Calimesa Joint USD . . . . .	16	B

## Frequently Asked Questions regarding Delegate Assembly Nominations and Elections for 2020

**Who is eligible to serve on the Delegate Assembly?** To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA; and
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

**What is the term of office to serve on the Delegate Assembly?** The term of office for each Delegate is two years beginning April 1, 2020 through March 31, 2022. Within each region, approximately half of the Delegates are elected in even-numbered years and half in odd-numbered years.

**How is a board member nominated to serve on the Delegate Assembly?** Member boards may download all documents related to the nominations at the [csba.org](http://csba.org) website.

A board member must be nominated by a board in the region or subregion and may be nominated by his or her own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes, however, it is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name. Only one nomination form per nominee, please.

**What does a valid nomination consist of?** A valid nomination consists of a completed nomination form and a one-page biographical sketch form. In addition, an optional, one-page, single-sided, résumé may be submitted, (résumé cannot be substituted for the biographical sketch form).

**When are the nomination and biographical sketch forms due?** The nomination and biographical sketch forms must be delivered to CSBA either by fax (916) 371-3407, email [nominations@csba.org](mailto:nominations@csba.org), or mail postmarked by the U.S.P.S., on, or before, **Tuesday, January 7, 2020**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.*

**How are nominees elected to serve on the Delegate Assembly?** Ballots are mailed by Thursday, February 1 to each district or county board of education within the region or subregion. Ballots must be returned to CSBA via the U.S.P.S. (postmarked by the U.S.P.S.) by Monday, March 16. **Ballots may not be faxed or emailed.**

Voting for Delegates is an action of the entire board in a public meeting. Each board may vote for as many persons as there are positions to be filled within the region or subregion. The membership is notified of the results by April 1. If there is a tie vote, a run-off election will be held.

**What are the required Delegate Assembly meeting dates?** There are two required Delegate Assembly meetings each year. In 2020, the first meeting is May 16-17 in Sacramento and the second one is December 2-3 in Anaheim; this meeting precedes CSBA's Annual Education Conference and Trade show.

**Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings?** No, CSBA is not able to cover expenses.

For additional information, please contact the Executive Office at (800) 266-3382.

## **IMPORTANT DELEGATE ASSEMBLY DATES**

### **Important Dates:**

- **Tuesday, January 7:** U.S.P.S. postmarked, fax, or email deadline for Delegate Assembly Nomination, Appointment, and Biographical Sketch Forms
- **Friday, February 1:** Ballots mailed to Member Boards
- **Monday, March 16:** Deadline for the ballots to be mailed back to CSBA (U.S.P.S. POSTMARK ONLY)
- **By Tuesday, March 31:** Ballots will be counted
- **By Wednesday, April 1:** Election results, except for any run-offs, posted on CSBA's Web site
- **Thursday, April 30:** Deadline for run-off ballots to be mailed back to CSBA (U.S.P.S. POSTMARK ONLY)

### **CSBA Delegate Assembly Meeting Dates:**

- Saturday, May 16 – Sunday, May 17, 2020, Sacramento
- Wednesday, December 2 – Thursday, December 3, 2020, Anaheim
- Saturday, May 15 - Sunday, May 16, 2021, Sacramento
- Wednesday, December 1 – Thursday, December 2, 2021, San Diego

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Facilities Agreement

**Appointment of IBI Group as Architect of Record for the McAuliffe Elementary School Modernization Project and Approval of Agreement #19-179 for Architectural Services and Proposed Project Design (Penanhoat/De Leon/CFW)**

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The District's 2012 Facilities Master Plan (FMP) assessed McAuliffe Elementary as needing extensive modernization throughout its classrooms, MPR/food service facility, Learning Resource Center and limited administrative spaces, such as Reading Specialist office. A final budget and project description were included within the 2016 Master Construct Program, as well as in the 2018 Modernization Assessment Plan. The adopted budget of \$4.96M includes the total soft and hard construction costs anticipated as well as a project contingency.

Pursuant to District direction, CFW, Inc. distributed an architect selection package requesting proposals from the District's six (6) pre-qualified architectural firms empaneled for the Master Construct and Implementation Program. Proposals were received from all six (6) firms on Friday, September 13, 2019. Subsequent interviews of each architectural firm were conducted by a panel of District and CFW representatives on Thursday, September 19, 2019.

Upon conclusion of the six (6) presentations, and after consideration of the concepts presented, the determination was made to recommend that the Board appoint IBI Group as the Architect of Record for the McAuliffe Elementary School Modernization Project. IBI Group has an accomplished track record of similar projects that align with the goals set forth for the Project, and they have demonstrated the commitment and capacity to complete the design on budget and on schedule.

**FISCAL IMPACT:**

The contract provides for the provision of Architectural Services related to the McAuliffe Elementary School Modernization Project for the Basic Services Fee of:

Three Hundred Seventy-Nine Thousand Six Hundred and Eighty-Two Dollars and No Cents (\$379,682.00).

The Architectural Services fee is to be paid out of Master Construct and Implementation Program funds.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees appoint IBI Group as Architect of Record for the McAuliffe Elementary School Modernization Project, and approve Agreement #19-179 for Architectural Services and Proposed Project

Design.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-179 - IBI Group \(33 Pages\)](#)  
[Fee Proposal \(4 Pages\)](#)  
[Design Presentation \(21 Pages\)](#)

**OSD AGREEMENT #19-179**

**AGREEMENT FOR ARCHITECTURAL SERVICES**

**BETWEEN**

**IBI Group**

**AND**

**OXNARD SCHOOL DISTRICT**

**December 18, 2019**

**FOR**

**McAuliffe School Modernization Project**

**TABLE OF CONTENTS**

**PREAMBLE..... 4**  
**RECITALS ..... 4**  
**AGREEMENT ..... 4**

**SECTION 1: GENERAL PROVISIONS..... 4**  
**1.1 DEFINITIONS. .... 4**  
**1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS..... 8**

**SECTION 2: EMPLOYMENT OF ARCHITECT ..... 9**  
**2.1 EMPLOYMENT OF ARCHITECT..... 9**  
**2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES..... 9**  
**2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES ..... 9**

**SECTION 3: THE PROJECT ..... 9**

**SECTION 4: SERVICES ..... 9**  
**4.1 BASIC SERVICES..... 9**  
**4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES ..... 10**  
**4.3 ADDITIONAL SERVICES..... 12**

**SECTION 5: ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE ..... 13**  
**5.1 COMPENSATION FOR BASIC SERVICES ..... 13**  
**5.2 COMPENSATION FOR ADDITIONAL SERVICES ..... 14**  
**5.3 DISPUTED AMOUNTS ..... 14**  
**5.4 COMPENSATION FOR REIMBURSABLE SERVICES ..... 14**  
**5.5 INVOICES..... 15**

**SECTION 6: DEFAULT; REMEDIES; SUSPENSION AND TERMINATION ..... 16**  
**6.1 TERMINATION BY DISTRICT ..... 16**  
**6.2 ARCHITECT DEFAULT ..... 17**  
**6.3 DISTRICT REMEDIES ..... 18**  
**6.4 TERMINATION BY ARCHITECT..... 19**  
**6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT ..... 19**

**SECTION 7: DUTIES AND LIABILITIES OF DISTRICT ..... 19**  
**7.1 DUTIES..... 19**  
**7.2 LIMITATION ON LIABILITY OF DISTRICT..... 21**

**SECTION 8: PROJECT CONSTRUCTION COST ESTIMATES ..... 21**  
**8.1 CONSTRUCTION BUDGET ..... 21**  
**8.2 ESTIMATED PROJECT CONSTRUCTION COST ..... 21**

**SECTION 9: PROJECT SCHEDULE..... 21**  
**9.1 SCHEDULE..... 21**

**SECTION 10: DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE ..... 22**  
**10.1 OWNERSHIP..... 22**  
**10.2 REUSE BY DISTRICT..... 22**  
**10.3 COPYRIGHT ..... 23**

<b>10.4 TECHNOLOGY USED .....</b>	<b>23</b>
<b>10.5 DELIVERABLES UPON TERMINATION.....</b>	<b>24</b>
<b>10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES .....</b>	<b>24</b>
<b>SECTION 11: INDEMNIFICATION AND INSURANCE.....</b>	<b>24</b>
<b>11.1 INDEMNIFICATION.....</b>	<b>24</b>
<b>11.2 INSURANCE.....</b>	<b>24</b>
<b>SECTION 12: DISPUTE RESOLUTION .....</b>	<b>27</b>
<b>12.1 RESOLUTION OF CLAIMS.....</b>	<b>27</b>
<b>12.2 RESOLUTION OF OTHER DISPUTES.....</b>	<b>27</b>
<b>12.3 SUBMISSION OF A CLAIM.....</b>	<b>27</b>
<b>12.4 CLAIMS RESOLUTION PROCESS.....</b>	<b>28</b>
<b>12.5 NON-WAIVER OR RELEASE .....</b>	<b>29</b>
<b>SECTION 13: NOTICES .....</b>	<b>29</b>
<b>13.1 NOTICES.....</b>	<b>29</b>
<b>SECTION 14: REPRESENTATIONS OF THE ARCHITECT .....</b>	<b>29</b>
<b>14.1 REPRESENTATIONS OF THE ARCHITECT .....</b>	<b>29</b>
<b>14.2 COMPLIANCE WITH LAWS.....</b>	<b>30</b>
<b>14.3 SUPPLEMENTAL CONDITIONS .....</b>	<b>31</b>
<b>SECTION 15: MISCELLANEOUS PROVISIONS .....</b>	<b>31</b>
<b>15.1 SUCCESSORS AND ASSIGNS.....</b>	<b>31</b>
<b>15.2 SEVERABILITY.....</b>	<b>31</b>
<b>15.3 ENTIRE AGREEMENT .....</b>	<b>31</b>
<b>15.4 GOVERNING LAW AND VENUE.....</b>	<b>31</b>
<b>15.5 NON-WAIVER.....</b>	<b>32</b>
<b>15.6 INDEPENDENT CONTRACTOR.....</b>	<b>32</b>
<b>15.7 NO ASBESTOS CERTIFICATION.....</b>	<b>32</b>
<b>15.8 NON-DISCRIMINATION .....</b>	<b>32</b>
<b>15.9 NO THIRD PARTY BENEFICIARY .....</b>	<b>32</b>
<b>15.10 ASSISTANCE OF COUNSEL .....</b>	<b>33</b>
<b>15.11 AUTHORITY TO EXECUTE .....</b>	<b>33</b>
<b>15.12 HEADINGS.....</b>	<b>33</b>
<b>15.13 EXECUTION IN COUNTERPARTS .....</b>	<b>33</b>
<b>EXHIBIT A - PROJECT</b>	
<b>EXHIBIT B - ARCHITECTS BASIS OF DESIGN</b>	
<b>EXHIBIT C - BASIC SERVICES AND DESCRIPTION OF SUBMITTALS</b>	
<b>EXHIBIT D - DELIVERABLES</b>	
<b>EXHIBIT E - INVOICE APPROVAL LETTER</b>	
<b>EXHIBIT F - FINGER PRINTING REQUIREMENTS</b>	

**AGREEMENT FOR ARCHITECTURAL SERVICES**

**PREAMBLE**

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **18<sup>th</sup>** day of **December, 2019** by and between **IBI Group**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **315 W. Ninth Street, Suite 600, Los Angeles, CA 90015** 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 **December 19, 2019**. District and Architect are sometimes individually referred to herein as “Party” and collectively as “Parties”.

**RECITALS**

**WHEREAS, the District** proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

**WHEREAS, the Architect** represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

**WHEREAS,** the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

**AGREEMENT**

**NOW, THEREFORE,** in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

**SECTION 1**  
**GENERAL PROVISIONS**

**1.1 DEFINITIONS.** When used in this Agreement, the following terms shall have the meanings set forth below:

**1.1.1 “Addendum”** shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

**1.1.2 “Additional Services”** shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

**1.1.3 “Agreement”** shall mean this document and all its identified exhibits, attachments and amendments.

**1.1.4 “Architect”** shall mean the architectural firm listed in the first paragraph of this Agreement.

**1.1.5 “Architect Consultant”** shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.

**1.1.6 “Architect’s Supplemental Instruction”** or **“ASI”** shall mean a small set of drawings which better explains the intent of the design of a building or structure

**1.1.7 “As-Built Documents”** shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

**1.1.8 “As-Built Drawings”** shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

**1.1.9 “Basic Fee”** shall mean the compensation provided to the Architect for providing Basic Services.

**1.1.10 “Basic Services”** shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

**1.1.11 “Bid”** shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

**1.1.12 “Bid Set”** shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

**1.1.13 “Bidder”** shall mean the person or entity submitting a Bid.

**1.1.14 “BIM” or “Building Information Modeling”** shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

**1.1.15 “CDE”** shall mean the California Department of Education.

**1.1.16 “Change Order”** or **“CO”** shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

**1.1.17 “Change Order Request” or “COR”** shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

**1.1.18 “CHPS”** shall mean Collaborative for High Performance Schools.

**1.1.19 “Construction Budget”** shall mean the Construction Cost established by the District representative, as amended by the District in its sole discretion.

**1.1.20 “Construction Cost”** shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

**1.1.21 “Construction Documents”** shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

**1.1.22 “Construction Manager”** shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

**1.1.23 “Construction Document Phase”** shall have the meaning set forth in Exhibit B.

**1.1.24 “Construction Phase(s)”** shall mean individual construction contract packages that are bid separately.

**1.1.25 “Constructability Review”** shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

**1.1.26 “Contractor”** shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

**1.1.27 “Contractor Payment Application”** shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

**1.1.28 “Design Bid Build”** shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

**1.1.29 “Design Development Phase”** shall have the meaning set forth in Exhibit B.

**1.1.30 “District”** shall mean the Oxnard School District.

**1.1.31 “District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.

**1.1.32 “District’s Representative”** shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.

**1.1.33 “DSA”** shall mean the Division of the State Architect of the State of California.

**1.1.34 “DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.

**1.1.35 “Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.

**1.1.36 “Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.

**1.1.37 “Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.

**1.1.38 “Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.

**1.1.39 “Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.

**1.1.40 “LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.

**1.1.41 “Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.

**1.1.42 “MOU”** shall mean a memorandum of understanding.

**1.1.43 “Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.

**1.1.44 “OPSC”** shall mean the Office of Public School Construction of the State of California.

**1.1.45 “Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

**1.1.46 “Potential Change Order” or “PCO”** shall mean is a written document before it has been approved and effected by the contractor and owner.

**1.1.47 “Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

**1.1.48 “Project”** shall mean the project described hereinafter in Section 3.

**1.1.49 “Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

**1.1.50 “Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.

**1.1.51 “Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

**1.1.52 “Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

**1.1.53 “Prolog”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

**1.1.54 “Request for Information” or “RFI”** shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

**1.1.55 “SAB”** shall mean the State Allocation Board of the State of California.

**1.1.56 “Schematic Design Phase”** shall have the meaning set forth in Exhibit B.

**1.1.57 “Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

**1.1.58 “SWPPP”** shall mean Storm Water Prevention and Pollution Plan.

**1.1.59 “Time Impact Analysis” or “TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

**1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by

agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

## **SECTION 2**

### **EMPLOYMENT OF ARCHITECT**

**2.1 EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

**2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

**2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

## **SECTION 3**

### **THE PROJECT**

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

## **SECTION 4**

### **SERVICES**

**4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit C**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

## 4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

**4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

**4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

**4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

**4.2.4 Cooperation with District and Other Consultants.** The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

**4.2.5 Project Management Software.** The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

**4.2.6 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit C** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

**4.2.7 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

**4.2.8 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not

limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

**4.2.9 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

**4.2.10 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

**4.2.11 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

**4.2.12 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

**4.2.13 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

**4.2.14 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals** and permits.

**4.2.15 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

**4.2.15.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

**4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits C & D.**

### **4.3 ADDITIONAL SERVICES**

**4.3.1 Architect Additional Services.** Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

**4.3.2** The following services are not Basic Services under this Agreement and are to be considered Additional Services:

**4.3.2.1** Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design, (iii) necessary to comply with applicable laws, rules, or regulations, or (iv) revisions required under Section 4.2.15.1.

**4.3.2.2** Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultants.

**4.3.2.3** Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

**4.3.2.4** Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect’s Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

**4.3.2.5** Contract administration services performed more than 90 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

**SECTION 5**  
**ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE**

**5.1 COMPENSATION FOR BASIC SERVICES**

**5.1.1 Compensation Description.** The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**Three Hundred Seventy-Nine Thousand Six Hundred Eighty-Two Dollars and No Cents  
(\$379,682.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibits C & D**, and approval of invoices satisfactory to the District , in amounts not to exceed the percentages for each Phase as set forth in the following Table:

<b>Architectural Phases</b>		
1	Project Initiation Phase	2.0%
2	Development of Architectural Program	2.0%
3	Schematic Design Phase	10.0%
4	Design Development Phase	17.0%
5	Construction Documents Phase	40.0%
6	Bidding Phase	2.5%
7	Construction Phase	20.0%
8	Project Close Out Phase	6.5%
Total Basic Fee		100.0%

**5.1.1.1 Invoices.** Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

**5.1.1.2 Close-Out Phase.** The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be

paid after the submission by the Architect of the Verified Report (described on **Exhibit C**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

## **5.2 COMPENSATION FOR ADDITIONAL SERVICES**

**5.2.1** Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

**5.2.2** All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

**5.3 DISPUTED AMOUNTS.** In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

## **5.4 COMPENSATION FOR REIMBURSABLE SERVICES**

**5.4.1 PRIOR APPROVAL.** The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

**5.4.2 REIMBURSABLE EXPENSES.** The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee.:

**5.4.2.1 Travel and Mileage.** Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

**5.4.2.2 Reimbursable Reprographic Services.** Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit C**.

**5.4.2.3 Fees for Consultants.** Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

## 5.5 INVOICES

**5.5.1 Invoices for Architect's Basic Services.** Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

**5.5.1.1** Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

**5.5.1.2** Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

**5.5.2 Invoices for Additional Services.** Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

**5.5.3 Invoices for Reimbursable Expenses.** Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

**5.5.4 Final Invoice.** Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR THE MCAULIFFE SCHOOL MODERNIZATION PROJECT**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

**5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

**SECTION 6**  
**DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

**6.1 TERMINATION BY DISTRICT**

**6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

**6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

**6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that

effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

**6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

**6.2.1 Inability to pay debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

**6.2.2 Assignment for the benefit of creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

**6.2.3 False or misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

**6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within 110% of the approved Construction Budget in accordance with industry standards.

**6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

**6.2.6 Willful violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

**6.2.7 Failure to Cooperate with DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

**6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

**6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

**6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

**6.2.11 Failure to Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2 herein.

### **6.3 DISTRICT REMEDIES**

**6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

**6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

**6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

**6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

**6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

**6.3.6 Payment to Consultant.** If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this

Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

**6.4 TERMINATION BY ARCHITECT.** The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

**6.4.1 Failure to Pay Undisputed Amounts.** The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

**6.4.2 Long Term Suspension of Project.** If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

**6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT**

**6.5.1 Payment for Services.** In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

## **SECTION 7** **DUTIES AND LIABILITIES OF DISTRICT**

**7.1 DUTIES**

**7.1.1 District's Representative:** The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

**7.1.2 Statement of Building Program.** The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

**7.1.3 Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

**7.1.3.1 Site Survey.** The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

**7.1.3.2 Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

**7.1.3.3 Special testing and Inspection.** The District shall furnish special testing and inspection services as required by law.

**7.1.3.4 Checking and Permit Fees.** The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

**7.1.3.5 Advertising.** The District shall pay the cost of any advertisements for bids that may be required.

**7.1.3.6 District Inspector.** The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

**7.1.3.7 Hazardous Material Consultant.** Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

**7.1.4 District Site Visits.** At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

**7.1.4.1 Pre-Final Walk-Through.** District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit C** hereto.

**7.1.4.2 Final Site Visit.** At the discretion of the District, when notified by the Architect that the construction "punch list" items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

**7.1.5 Notice of Defects.** If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District's failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

**7.1.6 Notice of Completion.** When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District's Board of Trustees adopt a Notice of Completion.

## **7.2 LIMITATION ON LIABILITY OF DISTRICT**

**7.2.1** Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**7.2.2** The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

## **SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES**

**8.1 CONSTRUCTION BUDGET.** The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

**8.2 ESTIMATED PROJECT CONSTRUCTION COST.** The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit C** during each Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

## **SECTION 9 PROJECT SCHEDULE**

### **9.1 SCHEDULE**

**9.1.1 Time for Completion.** Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material

breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

**9.1.2 Delays.** Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

**9.1.3 Notice of Delay.** The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

**9.1.4 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

## **SECTION 10**

### **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

**10.1 OWNERSHIP.** Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

**10.2 REUSE BY DISTRICT.** All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as

they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

**10.2.1** The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

**10.2.2** Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

**10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

**10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

**10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided

Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

**10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

**10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

## **SECTION 11** **INDEMNIFICATION AND INSURANCE**

**11 INDEMNIFICATION. INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, 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 claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents.

**11.1.2** The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

**11.1.3** Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

**11.2 INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

**11.2.1 Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

**11.2.1.1** Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

**11.2.1.2** Automobile Liability Insurance Minimum of \$1,000,000 limit each accident.

**11.2.1.3** Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

**11.2.1.4** Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

**11.2.1.5** Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

**11.2.2 Minimum Scope of Insurance.**

**11.2.2.1** Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

**11.2.2.2** Automobile Insurance, if applicable, shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

**11.2.2.3** If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies.

**11.2.3 Valuable Document Insurance:** The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

**11.2.4 Content and Endorsements:** Each policy must contain, or be endorsed to contain, the following provisions:

**11.2.4.1** The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

**11.2.4.2** With respect to the Commercial General Liability policy and Professional Liability policy the insurers shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

**11.2.4.3** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

**11.2.4.4** The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

**11.2.5 General Insurance Matters:** All insurance coverage required under this Agreement shall:

**11.2.5.1** Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

**11.2.5.2** Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

**11.2.5.3** The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

**11.2.5.4** Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

**11.2.5.5** At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

**11.2.5.6** If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect’s expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

**11.2.5.7** Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

## **SECTION 12**

### **DISPUTE RESOLUTION**

**12** **RESOLUTION OF CLAIMS.** Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

**12.1** **RESOLUTION OF OTHER DISPUTES.** Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

#### **12.2** **SUBMISSION OF A CLAIM**

**12.2.1** **By the Architect.** The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

**12.2.2** **By the District.** The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a

Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

**12.3 CLAIMS RESOLUTION PROCESS.** The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

**12.3.1 Direct Negotiations.** Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.3.2 Deferral of Agreement Disputes.** Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

**12.3.3 Mediation.** If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

**12.3.3.1 Qualifications of Mediator.** The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

**12.3.3.2 Submission to Mediation and Selection of Mediator.** The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

**12.3.3.3 Mediation Process.** The location of the mediation shall be at the offices of the

District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.3.4 Litigation.** If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

**12.4 NON-WAIVER OR RELEASE.** Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

### **SECTION 13** **NOTICES**

**13 NOTICES.** All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

**TO DISTRICT:**

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

**TO ARCHITECT:**

IBI Group  
Attn: Craig Atkinson - Principal Architect  
315 West 9<sup>th</sup> Street, Suite 600  
Los Angeles, CA 90015

### **SECTION 14** **REPRESENTATIONS OF THE ARCHITECT**

**14.1 REPRESENTATIONS OF THE ARCHITECT.** By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

**14.1.1** The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

**14.1.2** The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

**14.1.3** The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

**14.1.4** The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructible in accordance with the standards of the profession.

**14.1.5** The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

**14.1.6** The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

**14.2 COMPLIANCE WITH LAWS.** The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, non-discriminations laws (including federal and state laws), and any and other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultants to fully comply with such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

**14.2.1 Cost Disclosure - Documents and Written Reports.** The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

**14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

**14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

**14.2.4 Name and Trademarks.** The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

**14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

**14.2.6 Safety.** The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

**14.2.7 Labor Certification.** By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**14.3 SUPPLEMENTAL CONDITIONS.** Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

## **SECTION 15**

### **MISCELLANEOUS PROVISIONS**

**14.4 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.

**14.5 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.

**14.6 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.

**14.7 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.

**14.8 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.

**14.9 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.

**14.10 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.

**14.11 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.

**14.12 NO THIRD PARTY BENEFICIARY.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**14.13 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.

**14.14 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.

**14.15 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.

**14.16 EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

**Architect**

By: \_\_\_\_\_  
Craig Atkinson  
Title: \_\_\_\_\_  
Principal Architect  
Date: \_\_\_\_\_

**District**

By: \_\_\_\_\_  
Karling Aguilera-Fort  
Title: \_\_\_\_\_  
Superintendent  
Date: \_\_\_\_\_

**Architect**

By: \_\_\_\_\_  
David Chow  
Title: \_\_\_\_\_  
Western Regional Director  
Date: \_\_\_\_\_



**IBI GROUP ARCHITECTURE PLANNING**  
315 W 9<sup>th</sup> Street, Suite 600  
Los Angeles, CA 90015-4206 USA  
tel 213 769 0011 fax 213 769 0016  
[ibigroup.com](http://ibigroup.com)

November 21, 2019

Mr. Jordan Miles  
Associate  
Caldwell, Flores Winters Inc.  
815 Colorado Blvd, Suite 200  
Los Angeles, CA 90041

Dear Mr. Miles:

**MCAULIFFE ELEMENTARY SCHOOL MODERNIZATION - FEE PROPOSAL  
FOR A/E SERVICES**

We appreciate the opportunity to prepare a fee proposal for Architectural and Engineering (A/E) services for the above referenced project. The following indicates our understanding of the project scope, parameters, and required services in accordance with your request for a fee proposal for this project; and the fees related to that service.

**Project Description:** The project consists of the assessment of existing conditions for the modernization/reorganization of the existing permanent classrooms, STEAM Academy Lab, Piano Lab, Media Center and multi-Purpose Room for McAuliffe Elementary School located at 3300 Via Marina avenue, Oxnard, CA 93035. The scope is the planning, creation and modernization of five (5) kindergarten classrooms, twenty (20) general classrooms, three (3) SDC classrooms, STEAM academy lab and piano bar. The project scope also includes the modernization of the existing library and multi-purpose rooms. The design will be in accordance with our response to the District's request for proposal for the **Modernization of McAuliffe and Ritchen Elementary Schools** dated September 10, 2019.

**Included Consultants:**

The proposed fees includes the normally anticipated consultants for this scope of work. The following is a list of the consultants that are included in this proposal:

- |    |                         |                               |
|----|-------------------------|-------------------------------|
| 1. | <b>Structural:</b>      | SSG Structural engineers, LLP |
| 2. | <b>MEP+F:</b>           | Budlong & Associates, Inc     |
| 3. | <b>Cost Estimating:</b> | OCMI, Inc                     |

Our proposal excludes other "special consultants" that may be desired or needed through the review/approval process such as geotechnical engineering and survey

1273

Mr. Jordan Miles – November 21, 2019

consulting, etc. Per our contract, the District will retain the services of a geotechnical engineer and surveying consultant to document existing conditions as needed.

**Scope of Services:**

The Basic Services and associated deliverables included in this proposal are as indicated in the draft AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN IBI GROUP AND OXNARD SCHOOL DISTRICT for the McAULIFFE SCHOOL MODERNIZATION PROJECT, dated November 14, 2019 as follows:

1. Project Initiation Phase
2. Development of Architectural Program
3. Schematic Design Phase
4. Design Development Phase
5. Construction Documents Phase
6. Bidding Phase
7. Construction Phase
8. Project Close Out Phase

**Value Added Services** - Some projects require more services than those covered by the Basic Services. These optional services could include, but are not limited to feasibility studies, models, value engineering, LEED certification, commissioning, food service, extended construction administration, or construction management. In addition, some projects may require supplementary or specialty consultants such as acoustical, energy, etc. The fees for optional services and specialty consultants are negotiated for each project. Based on our review of this project no specialty consultants have been identified.

**Excluded Service** - The following services have been specifically excluded from this proposal:

1. Services not specifically referenced in this proposal.
2. Design services required to incorporate L.E.E.D. certification requirements into the project.

**Project Assumptions:**

1. The Owner will provide all necessary documentation and required reports, including, but not limited to the following:
  - 1.1. District Facility Standards
  - 1.2. As-Built drawings of existing site and utilities
  - 1.3. Topographic mapping surveys of project site
  - 1.4. Geologic Hazards Investigation Survey
  - 1.5. Special testing and Inspection
  - 1.6. Checking and Permit Fees
  - 1.7. Advertising Costs
  - 1.8. District Inspector
  - 1.9. Hazardous Material Consultant
  - 1.10. Environmental Documentation & Mitigation Measures as appropriate
  - 1.11. The District will provide all reproduction of bid documents

Mr. Jordan Miles – November 21, 2019

- 1.12. Construction administration phase will include in person site meetings every other week, the alternating weekly construction meeting held via GoTo meeting remotely.

**Project Delivery:**

This proposal is based on a design-bid-build format of project delivery.

**Project Schedule:**

The project shall be completed expeditiously, consistent with the Standard of Care for our Industry. It is understood that the District would like the construction documents ready for submittal to DSA in April 2020. The schedule shall be reviewed in the project initiation phase and agreed to by the District and IBI pending the date of the NTP.

This proposal is based on a design-bid-build format of project delivery. It is estimated that a project of this magnitude would take 6-8 months to construct.

**Initial Project Budget:** \$4,959,744

**Compensation Summary:**

We propose to provide the above referenced services for the following fixed fee of **\$379,682.00**(Three hundred seventy nine thousand six hundred eighty two Dollars).

Invoices shall be submitted monthly based on percentage completed of the authorized phases in in accordance with the following schedule as indicated in the draft AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN IBI Group AND OXNARD SCHOOL DISTRICT for the McAULIFFE SCHOOL MODERNIZATION PROJECT, dated November 14, 2019 as follows:

Basic Services		
1	Project Initiation Phase	\$7,594.00
2	Development of Architectural Program	\$7,594.00
3	Schematic Design Phase	\$37,968.00
4	Design Development Phase	\$64,546.00
5	Construction Document Phase	\$151,873.00
6	Bidding Phase	\$9,492.00
7	Construction Phase	\$75,936.00
8	Project Close Out Phase	\$24,679.00
		<b>\$379,682.00</b>
<b>Reimbursable Expenses:</b>	Total Fixed Fee – Billed on % Complete Basis The above proposal includes all expenses for travel, per diem and reproduction of documents for in-house use. IBI will submit for approvable reimbursable expenses in accordance with Article 5.4 of the agreement. Reimbursable expenses shall not be performed without prior written Authorization from the District.	

Mr. Jordan Miles – November 21, 2019

Thank you for requesting a proposal for this project. We look forward to collaborating with the Oxnard School District and CFW Inc. for the modernization at McAuliffe Elementary School. If you have any questions please don't hesitate to contact me.



Craig Atkinson, AIA, NOMA, LEED AP  
Director | California Education Lead  
IBI Group



Mark French, AIA, LEED AP BD+C  
Director | US Deputy  
Education Lead, Buildings  
IBI Group

cc: File

Enc.: SSG Structural Engineers – 11/20/19  
Budlong & associates, Inc – 11/13/19  
OCMI, Inc – 11/01/19

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# Oxnard School District McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

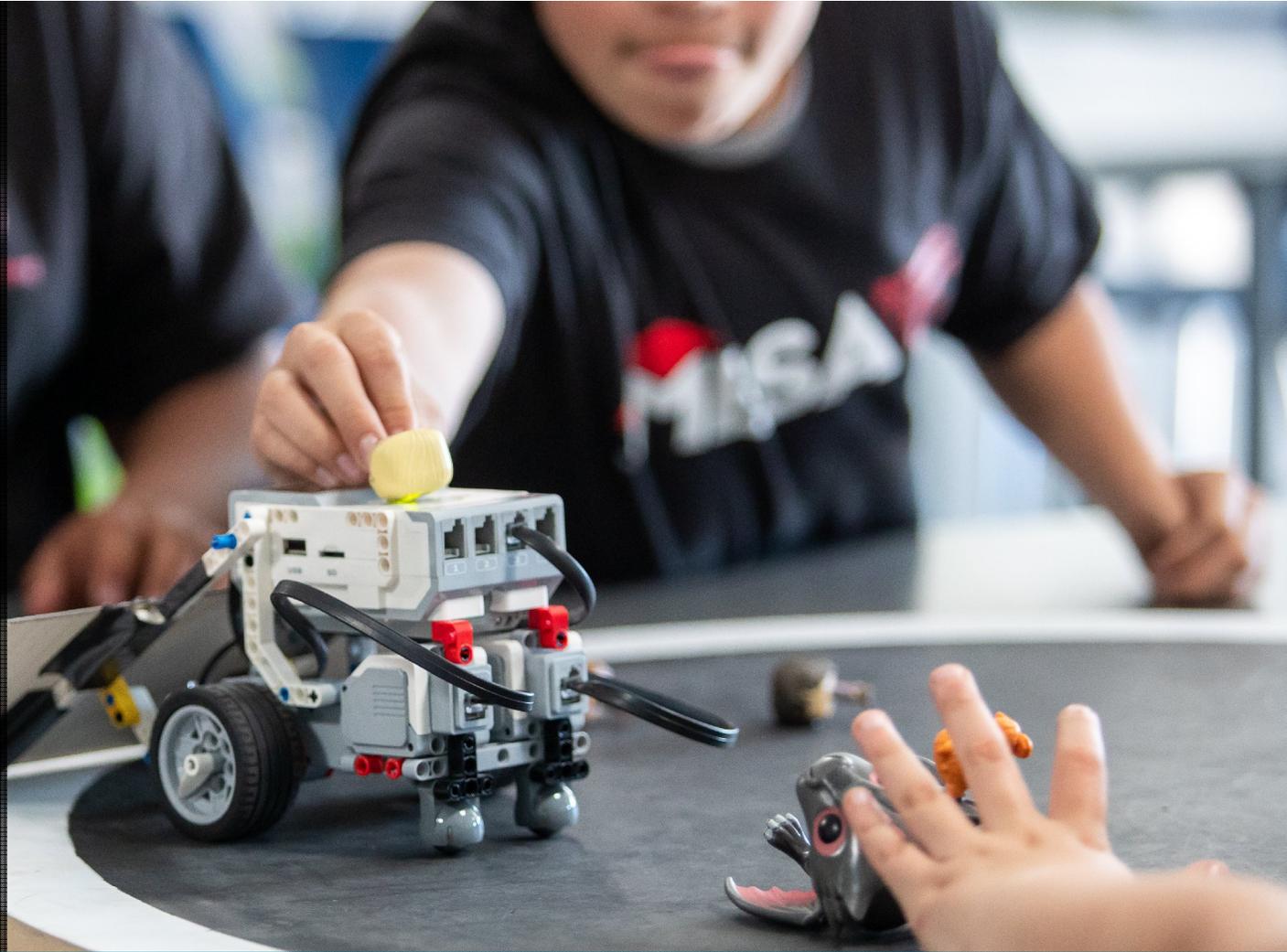


Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

# Agenda

- Project Overview
- Project Understanding
- Schedule
- Budget
- Q & A



# Project Overview

CREATE A IDENTITY  
FOR EACH  
CAMPUS

SMALL LEARNING  
COMMUNITIES

CREATE VITALITY

ADAPTABLE  
FURNISHINGS &  
FURNITURE

FLEXIBILITY &  
AGILITY

## Christa McAuliffe & Emilie Ritche Elementary School Modernization

Campus modernization at both schools that include upgrades to existing classrooms, multi-purpose rooms, libraries and support spaces.

### Goals

- Provide a 21st Century Learning Environment that fulfills the District's vision for success.
- Minimal impact on existing school operation during the construction and transition.
- Minimal impact on adjacent residential community.



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

# Christa McAuliffe Elementary School – Overall Floor Plan

- 1 Multi-Purpose Room
- 2 Media Center
- 3 Piano Lab
- 4 Special Day Class
- 5 STEAM Academy Lab
- 6 Kindergarten
- 7 Counselor Office
- 8 General Classroom
- 9 Resource Specialist Program



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

# Ritchen Elementary School – Floor Plan

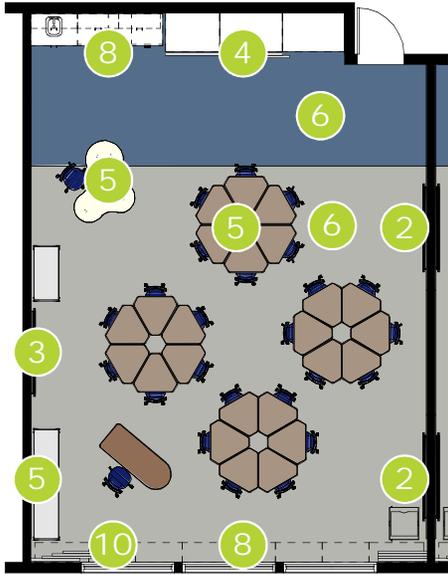
- 1 Multi-Purpose Room
- 2 Media Center
- 3 Piano Lab
- 4 Special Day Class
- 5 Existing Maker Space/Lab
- 6 Kindergarten
- 7 Resource Specialist Program
- 8 General Classroom



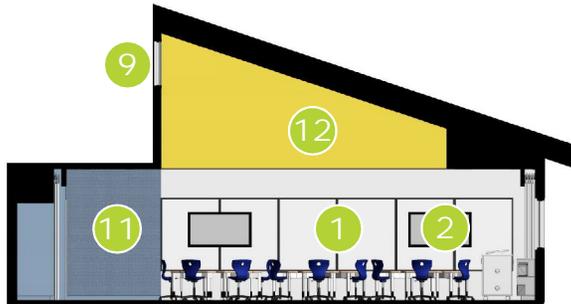
Oxnard School District  
McAuliffe and Ritchen Elementary School Modernizations

December 18, 2019

# Typical Layouts – Classroom and Kindergarten



CLASSROOM FLOOR PLAN

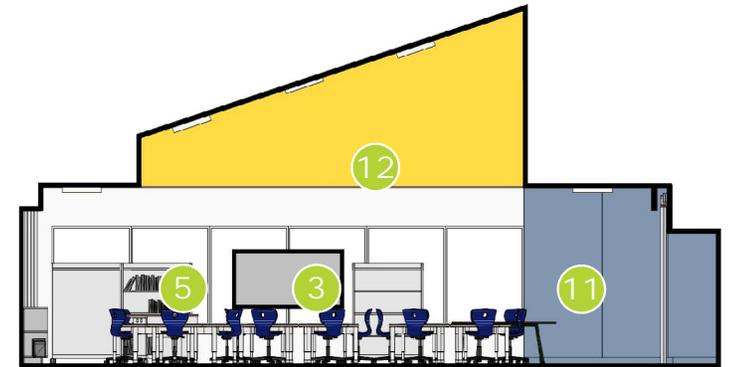


CLASSROOM SECTION

- 1 Marker Boards
- 2 Display Monitor
- 3 Existing Interactive Display Monitor
- 4 Storage w/Sliding Marker Board
- 5 Flexible Movable Furniture
- 6 Vinyl Composition Tile Flooring
- 7 Carpet
- 8 (E) Casework with New Finishes
- 9 Roller Shades
- 10 Sliding Marker Boards
- 11 Tackable Wall Surface
- 12 Paint Accent



CLASSROOM INTERIOR ELEVATION A



CLASSROOM INTERIOR ELEVATION B



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

6

## Before and After – Typical Classroom

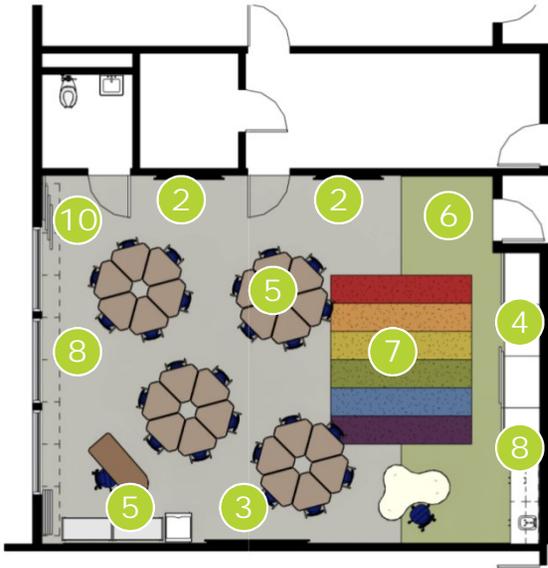


Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

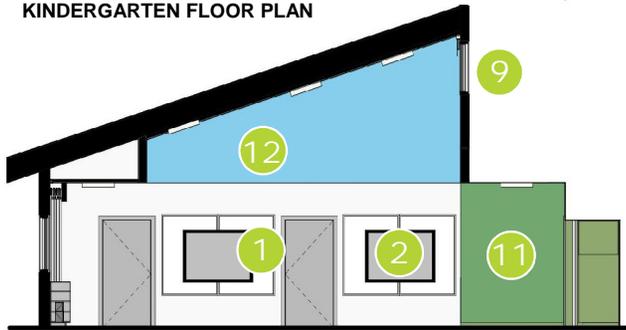
December 18, 2019

7

# Typical Layouts – Kindergarten

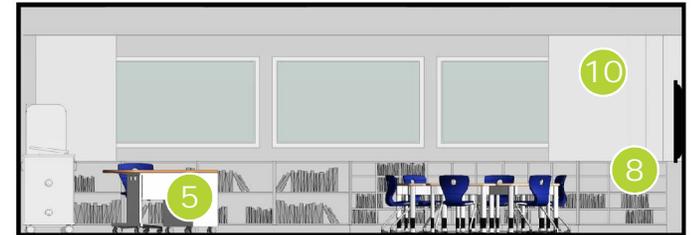


KINDERGARTEN FLOOR PLAN

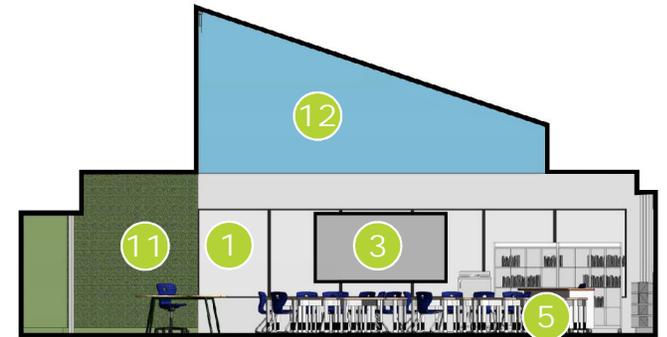


KINDERGARTEN SECTION

- 1 Marker Boards
- 2 Display Monitor
- 3 Existing Interactive Display Monitor
- 4 Storage w/Sliding Marker Board
- 5 Flexible Movable Furniture
- 6 Vinyl Composition Tile Flooring
- 7 Carpet
- 8 (E) Casework with New Finishes
- 9 Roller Shades
- 10 Sliding Marker Boards
- 11 Tackable Wall Surface
- 12 Paint Accent



KINDERGARTEN INTERIOR ELEVATION A



KINDERGARTEN INTERIOR ELEVATION B



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

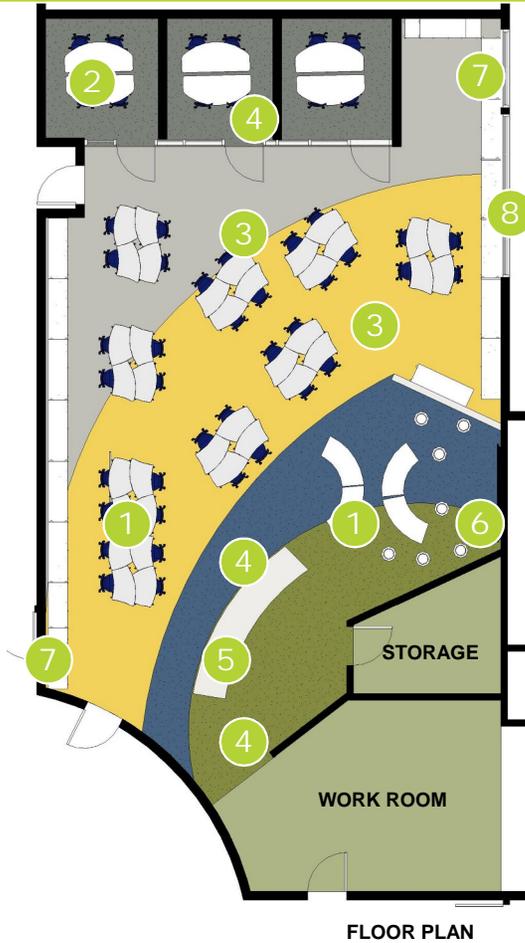
# Before and After – Typical Kindergarten



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

# Media Center – Christa McAuliffe Elementary School



3D SECTION

- 1 Flexible Movable Furniture
- 2 Break Room
- 3 Vinyl Composition Tile Flooring
- 4 Carpet
- 5 Reception Desk
- 6 Display Monitor
- 7 Book Shelves
- 8 Roller Shades



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

10

# Media Center – Christa McAuliffe Elementary School



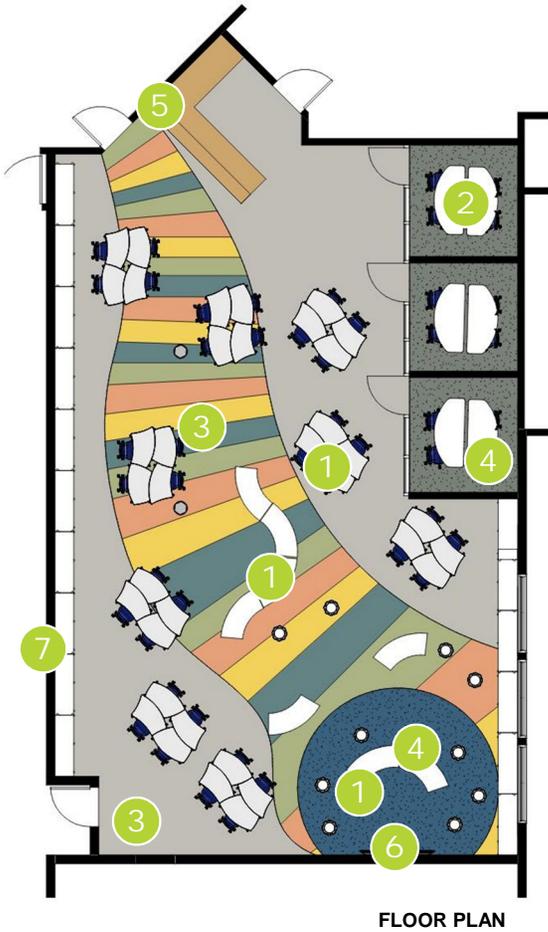
Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

11

1287

# Media Center – Emilie Ritchen Elementary School



3D SECTION

- |   |                                    |   |                 |
|---|------------------------------------|---|-----------------|
| 1 | Flexible Movable Furniture         | 5 | Reception Desk  |
| 2 | Break Room                         | 6 | Display Monitor |
| 3 | Vinyl Composition<br>Tile Flooring | 7 | Book Shelves    |
| 4 | Carpet                             | 8 | Roller Shades   |

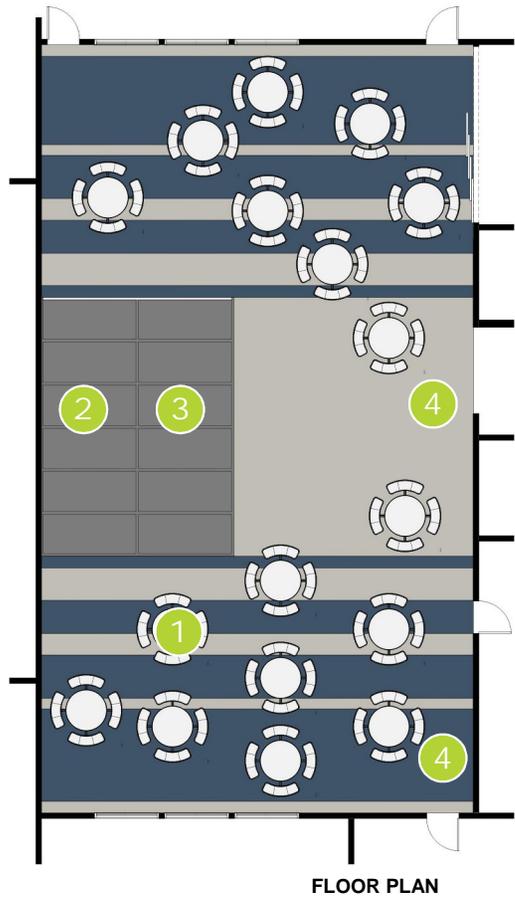
# Media Center – Emilie Ritche Elementary School



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

# Multi-Purpose Room Plan – Christa McAuliffe Elementary School



3D SECTION

- 1 Flexible Movable Furniture
- 2 Screen and Projector
- 3 Demountable Stage
- 4 Vinyl Composition Tile Flooring



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

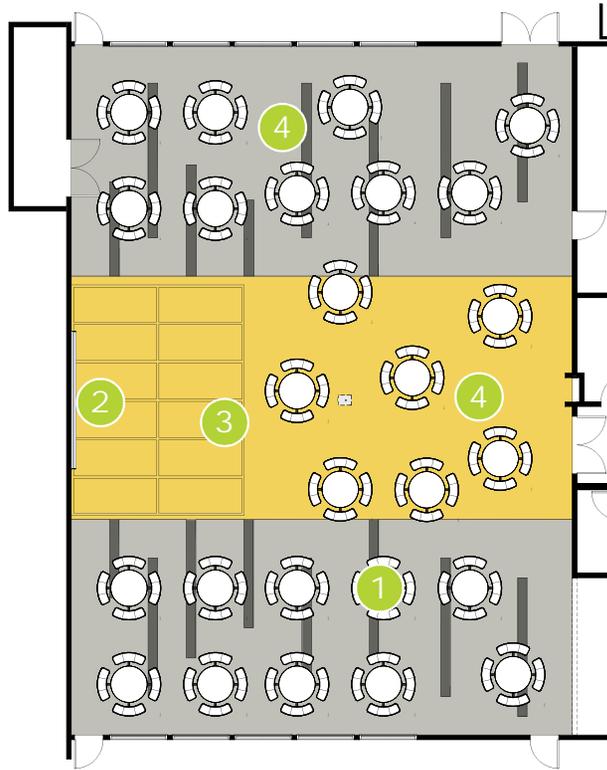
# Multi-Purpose Room – Christa McAuliffe Elementary School



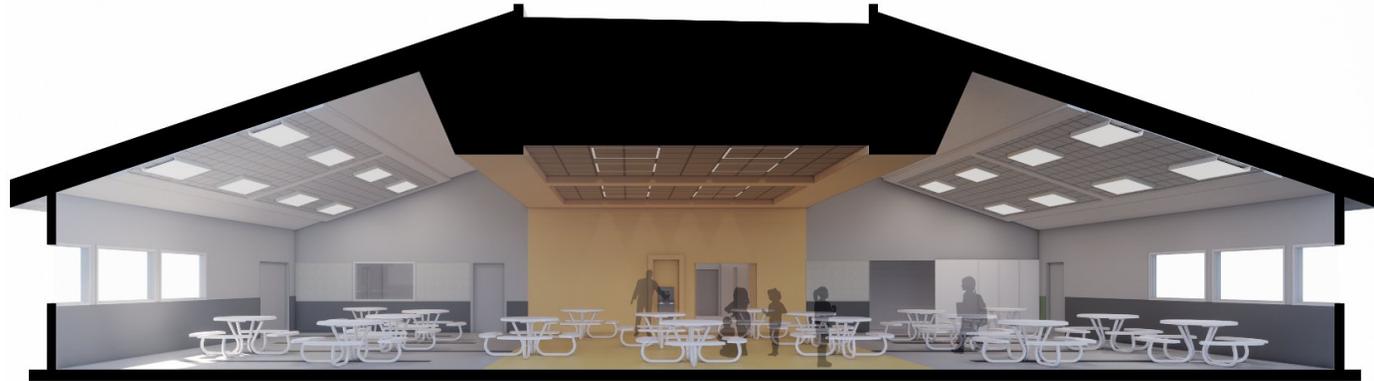
Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

# Multi-Purpose Room Plan – Emilie Ritche Elementary School



FLOOR PLAN



3D SECTION

- 1 Flexible Movable Furniture
- 2 Screen and Projector
- 3 Demountable Stage
- 4 Vinyl Composition Tile Flooring



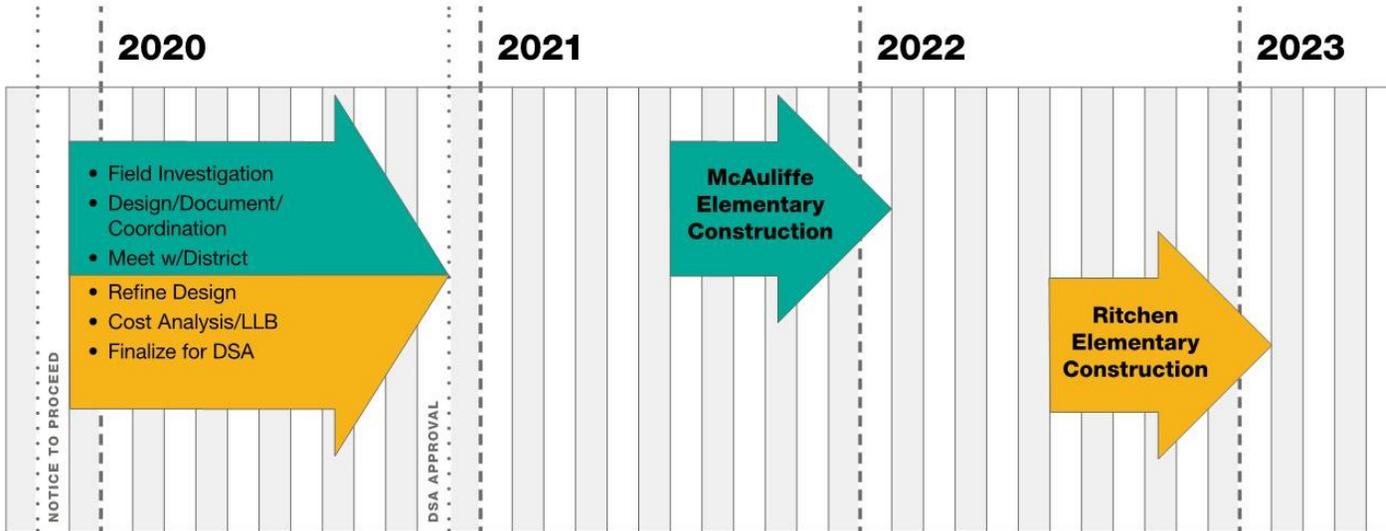
Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

# Multi-Purpose Room – Emilie Ritchen Elementary School



# Project Schedule



## PROJECT MILESTONES

DSA SUBMITTAL	06/2020
DSA APPROVAL	12/2020

## START CONSTRUCTION

McAULIFFE ES	07/2021
RITCHEN ES	07/2022

## PROJECT COMPLETION

McAULIFFE ES	01/2022
RITCHEN ES	01/2023



Oxnard School District  
McAuliffe and Ritchen Elementary School Modernizations

December 18, 2019

# Project Budget



## McAULIFFE ES

TOTAL HARD COST	\$3,471,821
TOTAL SOFT COST	\$1,487,923
<b>ALL-IN BUDGET</b>	<b>\$ 4,959,744</b>

## PROJECT MILESTONES

DSA SUBMITTAL	06/2020
DSA APPROVAL	12/2020

## START CONSTRUCTION

McAULIFFE ES	07/2021
RITCHEN ES	07/2022

## PROJECT COMPLETION

McAULIFFE ES	01/2022
RITCHEN ES	01/2023



## RITCHEN ES

TOTAL HARD COST	\$3,434,095
TOTAL SOFT COST	\$1,471,755
<b>ALL-IN BUDGET</b>	<b>\$ 4,905,850</b>



Oxnard School District  
McAuliffe and Ritchen Elementary School Modernizations

December 18, 2019



# Questions & Answers



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

20

1296



Thank You!



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section C: Facilities Agreement

**Appointment of IBI Group as Architect of Record for the Ritchen Elementary School Modernization Project and Approval of Agreement #19-180 for Architectural Services and Proposed Project Design (Penanhoat/De Leon/CFW)**

---

The District's 2012 Facilities Master Plan (FMP) assessed McAuliffe Elementary as needing extensive modernization throughout its classrooms, MPR/food service facility, Learning Resource Center and limited administrative spaces, such as Reading Specialist office. A final budget and project description were included within the 2016 Master Construct Program, as well as in the 2018 Modernization Assessment Plan. The adopted budget of \$4.91M includes the total soft and hard construction costs anticipated as well as a project contingency.

Pursuant to District direction, CFW, Inc. distributed an architect selection package requesting proposals from the District's six (6) pre-qualified architectural firms empaneled for the Master Construct and Implementation Program. Proposals were received from all six (6) firms on Friday, September 13, 2019. Subsequent interviews of each architectural firm were conducted by a panel of District and CFW representatives on Thursday, September 19, 2019.

Upon conclusion of the six (6) presentations, and after consideration of the concepts presented, the determination was made to recommend that the Board appoint IBI Group as the Architect of Record for the Ritchen Elementary School Modernization Project. IBI Group has an accomplished track record of similar projects that align with the goals set forth for the Project, and they have demonstrated the commitment and capacity to complete the design on budget and on schedule.

**FISCAL IMPACT:**

The contract provides for the provision of Architectural Services related to the Ritchen Elementary School Modernization Project for the Basic Services Fee of:

Three Hundred Seventy-Five Thousand Nine Hundred and Ten Dollars and No Cents (\$375,910.00) .

The Architectural Services fee is to be paid out of Master Construct and Implementation Program funds.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees appoint IBI Group as Architect of Record for the Ritchen Elementary School Modernization Project, and approve Agreement #19-180 for Architectural Services and Proposed Project

Design.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-180 - IBI Group \(33 Pages\)](#)  
[Fee Proposal \(4 Pages\)](#)  
[Design Presentation \(21 Pages\)](#)

**OSD AGREEMENT #19-180**

**AGREEMENT FOR ARCHITECTURAL SERVICES**

**BETWEEN**

**IBI Group**

**AND**

**OXNARD SCHOOL DISTRICT**

**December 18, 2019**

**FOR**

**Ritchen School Modernization Project**

**TABLE OF CONTENTS**

**PREAMBLE..... 4**  
**RECITALS ..... 4**  
**AGREEMENT ..... 4**

**SECTION 1: GENERAL PROVISIONS..... 4**  
**1.1 DEFINITIONS. .... 4**  
**1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS..... 8**

**SECTION 2: EMPLOYMENT OF ARCHITECT ..... 9**  
**2.1 EMPLOYMENT OF ARCHITECT..... 9**  
**2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES..... 9**  
**2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES ..... 9**

**SECTION 3: THE PROJECT ..... 9**

**SECTION 4: SERVICES ..... 9**  
**4.1 BASIC SERVICES..... 9**  
**4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES ..... 10**  
**4.3 ADDITIONAL SERVICES..... 12**

**SECTION 5: ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE ..... 13**  
**5.1 COMPENSATION FOR BASIC SERVICES ..... 13**  
**5.2 COMPENSATION FOR ADDITIONAL SERVICES ..... 14**  
**5.3 DISPUTED AMOUNTS ..... 14**  
**5.4 COMPENSATION FOR REIMBURSABLE SERVICES ..... 14**  
**5.5 INVOICES..... 15**

**SECTION 6: DEFAULT; REMEDIES; SUSPENSION AND TERMINATION ..... 16**  
**6.1 TERMINATION BY DISTRICT ..... 16**  
**6.2 ARCHITECT DEFAULT ..... 17**  
**6.3 DISTRICT REMEDIES ..... 18**  
**6.4 TERMINATION BY ARCHITECT..... 19**  
**6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT ..... 19**

**SECTION 7: DUTIES AND LIABILITIES OF DISTRICT ..... 19**  
**7.1 DUTIES..... 19**  
**7.2 LIMITATION ON LIABILITY OF DISTRICT..... 21**

**SECTION 8: PROJECT CONSTRUCTION COST ESTIMATES ..... 21**  
**8.1 CONSTRUCTION BUDGET ..... 21**  
**8.2 ESTIMATED PROJECT CONSTRUCTION COST ..... 21**

**SECTION 9: PROJECT SCHEDULE..... 21**  
**9.1 SCHEDULE..... 21**

**SECTION 10: DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE ..... 22**  
**10.1 OWNERSHIP..... 22**  
**10.2 REUSE BY DISTRICT..... 22**  
**10.3 COPYRIGHT ..... 23**

<b>10.4 TECHNOLOGY USED .....</b>	<b>23</b>
<b>10.5 DELIVERABLES UPON TERMINATION.....</b>	<b>24</b>
<b>10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES .....</b>	<b>24</b>
<b>SECTION 11: INDEMNIFICATION AND INSURANCE.....</b>	<b>24</b>
<b>11.1 INDEMNIFICATION.....</b>	<b>24</b>
<b>11.2 INSURANCE.....</b>	<b>24</b>
<b>SECTION 12: DISPUTE RESOLUTION .....</b>	<b>27</b>
<b>12.1 RESOLUTION OF CLAIMS.....</b>	<b>27</b>
<b>12.2 RESOLUTION OF OTHER DISPUTES.....</b>	<b>27</b>
<b>12.3 SUBMISSION OF A CLAIM.....</b>	<b>27</b>
<b>12.4 CLAIMS RESOLUTION PROCESS.....</b>	<b>28</b>
<b>12.5 NON-WAIVER OR RELEASE .....</b>	<b>29</b>
<b>SECTION 13: NOTICES .....</b>	<b>29</b>
<b>13.1 NOTICES.....</b>	<b>29</b>
<b>SECTION 14: REPRESENTATIONS OF THE ARCHITECT .....</b>	<b>29</b>
<b>14.1 REPRESENTATIONS OF THE ARCHITECT .....</b>	<b>29</b>
<b>14.2 COMPLIANCE WITH LAWS.....</b>	<b>30</b>
<b>14.3 SUPPLEMENTAL CONDITIONS .....</b>	<b>31</b>
<b>SECTION 15: MISCELLANEOUS PROVISIONS .....</b>	<b>31</b>
<b>15.1 SUCCESSORS AND ASSIGNS.....</b>	<b>31</b>
<b>15.2 SEVERABILITY.....</b>	<b>31</b>
<b>15.3 ENTIRE AGREEMENT .....</b>	<b>31</b>
<b>15.4 GOVERNING LAW AND VENUE.....</b>	<b>31</b>
<b>15.5 NON-WAIVER.....</b>	<b>32</b>
<b>15.6 INDEPENDENT CONTRACTOR.....</b>	<b>32</b>
<b>15.7 NO ASBESTOS CERTIFICATION.....</b>	<b>32</b>
<b>15.8 NON-DISCRIMINATION .....</b>	<b>32</b>
<b>15.9 NO THIRD PARTY BENEFICIARY .....</b>	<b>32</b>
<b>15.10 ASSISTANCE OF COUNSEL .....</b>	<b>33</b>
<b>15.11 AUTHORITY TO EXECUTE .....</b>	<b>33</b>
<b>15.12 HEADINGS.....</b>	<b>33</b>
<b>15.13 EXECUTION IN COUNTERPARTS .....</b>	<b>33</b>
<b>EXHIBIT A - PROJECT</b>	
<b>EXHIBIT B - ARCHITECTS BASIS OF DESIGN</b>	
<b>EXHIBIT C - BASIC SERVICES AND DESCRIPTION OF SUBMITTALS</b>	
<b>EXHIBIT D - DELIVERABLES</b>	
<b>EXHIBIT E - INVOICE APPROVAL LETTER</b>	
<b>EXHIBIT F - FINGER PRINTING REQUIREMENTS</b>	

## AGREEMENT FOR ARCHITECTURAL SERVICES

### PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **18<sup>th</sup>** day of **December, 2019** by and between **IBI Group**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **315 W. Ninth Street, Suite 600, Los Angeles, CA 90015** 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 **December 19, 2019**. District and Architect are sometimes individually referred to herein as “Party” and collectively as “Parties”.

### RECITALS

**WHEREAS, the District** proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

**WHEREAS, the Architect** represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

**WHEREAS,** the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

### AGREEMENT

**NOW, THEREFORE,** in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

### SECTION 1 GENERAL PROVISIONS

**1.1 DEFINITIONS.** When used in this Agreement, the following terms shall have the meanings set forth below:

**1.1.1 “Addendum”** shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

**1.1.2 “Additional Services”** shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

**1.1.3 “Agreement”** shall mean this document and all its identified exhibits, attachments and amendments.

**1.1.4 “Architect”** shall mean the architectural firm listed in the first paragraph of this Agreement.

**1.1.5 “Architect Consultant”** shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.

**1.1.6 “Architect’s Supplemental Instruction” or “ASI”** shall mean a small set of drawings which better explains the intent of the design of a building or structure

**1.1.7 “As-Built Documents”** shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

**1.1.8 “As-Built Drawings”** shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

**1.1.9 “Basic Fee”** shall mean the compensation provided to the Architect for providing Basic Services.

**1.1.10 “Basic Services”** shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

**1.1.11 “Bid”** shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

**1.1.12 “Bid Set”** shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

**1.1.13 “Bidder”** shall mean the person or entity submitting a Bid.

**1.1.14 “BIM” or “Building Information Modeling”** shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

**1.1.15 “CDE”** shall mean the California Department of Education.

**1.1.16 “Change Order” or “CO”** shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

**1.1.17 “Change Order Request” or “COR”** shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

**1.1.18 “CHPS”** shall mean Collaborative for High Performance Schools.

**1.1.19 “Construction Budget”** shall mean the Construction Cost established by the District representative, as amended by the District in its sole discretion.

**1.1.20 “Construction Cost”** shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

**1.1.21 “Construction Documents”** shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

**1.1.22 “Construction Manager”** shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

**1.1.23 “Construction Document Phase”** shall have the meaning set forth in Exhibit B.

**1.1.24 “Construction Phase(s)”** shall mean individual construction contract packages that are bid separately.

**1.1.25 “Constructability Review”** shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

**1.1.26 “Contractor”** shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

**1.1.27 “Contractor Payment Application”** shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

**1.1.28 “Design Bid Build”** shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

**1.1.29 “Design Development Phase”** shall have the meaning set forth in Exhibit B.

**1.1.30 “District”** shall mean the Oxnard School District.

**1.1.31 “District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.

**1.1.32 “District’s Representative”** shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.

**1.1.33 “DSA”** shall mean the Division of the State Architect of the State of California.

**1.1.34 “DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.

**1.1.35 “Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.

**1.1.36 “Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.

**1.1.37 “Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.

**1.1.38 “Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.

**1.1.39 “Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.

**1.1.40 “LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.

**1.1.41 “Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.

**1.1.42 “MOU”** shall mean a memorandum of understanding.

**1.1.43 “Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.

**1.1.44 “OPSC”** shall mean the Office of Public School Construction of the State of California.

**1.1.45 “Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

**1.1.46 “Potential Change Order” or “PCO”** shall mean is a written document before it has been approved and effected by the contractor and owner.

**1.1.47 “Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

**1.1.48 “Project”** shall mean the project described hereinafter in Section 3.

**1.1.49 “Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

**1.1.50 “Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.

**1.1.51 “Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

**1.1.52 “Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

**1.1.53 “Prolog”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

**1.1.54 “Request for Information” or “RFI”** shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

**1.1.55 “SAB”** shall mean the State Allocation Board of the State of California.

**1.1.56 “Schematic Design Phase”** shall have the meaning set forth in Exhibit B.

**1.1.57 “Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

**1.1.58 “SWPPP”** shall mean Storm Water Prevention and Pollution Plan.

**1.1.59 “Time Impact Analysis” or “TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

**1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by

agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

## **SECTION 2**

### **EMPLOYMENT OF ARCHITECT**

**2.1 EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

**2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

**2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

## **SECTION 3**

### **THE PROJECT**

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

## **SECTION 4**

### **SERVICES**

**4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit C**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

## 4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

**4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

**4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

**4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

**4.2.4 Cooperation with District and Other Consultants.** The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

**4.2.5 Project Management Software.** The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

**4.2.6 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit C** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

**4.2.7 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

**4.2.8 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not

limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

**4.2.9 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

**4.2.10 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

**4.2.11 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

**4.2.12 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

**4.2.13 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

**4.2.14 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals** and permits.

**4.2.15 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

**4.2.15.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

**4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits C & D.**

### **4.3 ADDITIONAL SERVICES**

**4.3.1 Architect Additional Services.** Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

**4.3.2** The following services are not Basic Services under this Agreement and are to be considered Additional Services:

**4.3.2.1** Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design, (iii) necessary to comply with applicable laws, rules, or regulations, or (iv) revisions required under Section 4.2.15.1.

**4.3.2.2** Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultants.

**4.3.2.3** Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

**4.3.2.4** Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect’s Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

**4.3.2.5** Contract administration services performed more than 90 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

**SECTION 5**  
**ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE**

**5.1 COMPENSATION FOR BASIC SERVICES**

**5.1.1 Compensation Description.** The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**Three Hundred Seventy-Five Thousand Nine Hundred Ten Dollars and No Cents  
(\$375,910.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibits C & D**, and approval of invoices satisfactory to the District , in amounts not to exceed the percentages for each Phase as set forth in the following Table:

<b>Architectural Phases</b>		
1	Project Initiation Phase	2.0%
2	Development of Architectural Program	2.0%
3	Schematic Design Phase	10.0%
4	Design Development Phase	17.0%
5	Construction Documents Phase	40.0%
6	Bidding Phase	2.5%
7	Construction Phase	20.0%
8	Project Close Out Phase	6.5%
Total Basic Fee		100.0%

**5.1.1.1 Invoices.** Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

**5.1.1.2 Close-Out Phase.** The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be

paid after the submission by the Architect of the Verified Report (described on **Exhibit C**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

## **5.2 COMPENSATION FOR ADDITIONAL SERVICES**

**5.2.1** Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

**5.2.2** All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

**5.3 DISPUTED AMOUNTS.** In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

## **5.4 COMPENSATION FOR REIMBURSABLE SERVICES**

**5.4.1 PRIOR APPROVAL.** The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

**5.4.2 REIMBURSABLE EXPENSES.** The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee.:

**5.4.2.1 Travel and Mileage.** Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

**5.4.2.2 Reimbursable Reprographic Services.** Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit C**.

**5.4.2.3 Fees for Consultants.** Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

## 5.5 INVOICES

**5.5.1 Invoices for Architect's Basic Services.** Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

**5.5.1.1** Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

**5.5.1.2** Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

**5.5.2 Invoices for Additional Services.** Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

**5.5.3 Invoices for Reimbursable Expenses.** Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

**5.5.4 Final Invoice.** Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR THE RITCHEN SCHOOL MODERNIZATION PROJECT**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

**5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

**SECTION 6**  
**DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

**6.1 TERMINATION BY DISTRICT**

**6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

**6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

**6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that

effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

**6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

**6.2.1 Inability to pay debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

**6.2.2 Assignment for the benefit of creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

**6.2.3 False or misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

**6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within 110% of the approved Construction Budget in accordance with industry standards.

**6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

**6.2.6 Willful violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

**6.2.7 Failure to Cooperate with DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

**6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

**6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

**6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

**6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2 herein.

### **6.3 DISTRICT REMEDIES**

**6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

**6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

**6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

**6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

**6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

**6.3.6 Payment to Consultant.** If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this

Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

**6.4 TERMINATION BY ARCHITECT.** The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

**6.4.1 Failure to Pay Undisputed Amounts.** The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

**6.4.2 Long Term Suspension of Project.** If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

**6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT**

**6.5.1 Payment for Services.** In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

## **SECTION 7** **DUTIES AND LIABILITIES OF DISTRICT**

**7.1 DUTIES**

**7.1.1 District's Representative:** The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

**7.1.2 Statement of Building Program.** The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

**7.1.3 Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

**7.1.3.1 Site Survey.** The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

**7.1.3.2 Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

**7.1.3.3 Special testing and Inspection.** The District shall furnish special testing and inspection services as required by law.

**7.1.3.4 Checking and Permit Fees.** The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

**7.1.3.5 Advertising.** The District shall pay the cost of any advertisements for bids that may be required.

**7.1.3.6 District Inspector.** The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

**7.1.3.7 Hazardous Material Consultant.** Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

**7.1.4 District Site Visits.** At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

**7.1.4.1 Pre-Final Walk-Through.** District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit C** hereto.

**7.1.4.2 Final Site Visit.** At the discretion of the District, when notified by the Architect that the construction "punch list" items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

**7.1.5 Notice of Defects.** If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District's failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

**7.1.6 Notice of Completion.** When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District's Board of Trustees adopt a Notice of Completion.

## **7.2 LIMITATION ON LIABILITY OF DISTRICT**

**7.2.1** Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**7.2.2** The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

## **SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES**

**8.1 CONSTRUCTION BUDGET.** The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

**8.2 ESTIMATED PROJECT CONSTRUCTION COST.** The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit C** during each Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

## **SECTION 9 PROJECT SCHEDULE**

### **9.1 SCHEDULE**

**9.1.1 Time for Completion.** Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material

breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

**9.1.2 Delays.** Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

**9.1.3 Notice of Delay.** The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

**9.1.4 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

## **SECTION 10**

### **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

**10.1 OWNERSHIP.** Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

**10.2 REUSE BY DISTRICT.** All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as

they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

**10.2.1** The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

**10.2.2** Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

**10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

**10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

**10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided

Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

**10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

**10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

## **SECTION 11** **INDEMNIFICATION AND INSURANCE**

**11 INDEMNIFICATION. INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, 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 claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents.

**11.1.2** The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

**11.1.3** Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

**11.2 INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

**11.2.1 Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

**11.2.1.1** Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

**11.2.1.2** Automobile Liability Insurance Minimum of \$1,000,000 limit each accident.

**11.2.1.3** Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

**11.2.1.4** Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

**11.2.1.5** Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

## **11.2.2 Minimum Scope of Insurance.**

**11.2.2.1** Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

**11.2.2.2** Automobile Insurance, if applicable, shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

**11.2.2.3** If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies.

**11.2.3 Valuable Document Insurance:** The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

**11.2.4 Content and Endorsements:** Each policy must contain, or be endorsed to contain, the following provisions:

**11.2.4.1** The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

**11.2.4.2** With respect to the Commercial General Liability policy and Professional Liability policy the insurers shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

**11.2.4.3** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

**11.2.4.4** The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

**11.2.5 General Insurance Matters:** All insurance coverage required under this Agreement shall:

**11.2.5.1** Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

**11.2.5.2** Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

**11.2.5.3** The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

**11.2.5.4** Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

**11.2.5.5** At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

**11.2.5.6** If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect’s expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

**11.2.5.7** Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

## **SECTION 12**

### **DISPUTE RESOLUTION**

**12** **RESOLUTION OF CLAIMS.** Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

**12.1** **RESOLUTION OF OTHER DISPUTES.** Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

#### **12.2** **SUBMISSION OF A CLAIM**

**12.2.1** **By the Architect.** The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

**12.2.2** **By the District.** The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the

events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

**12.3 CLAIMS RESOLUTION PROCESS.** The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

**12.3.1 Direct Negotiations.** Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.3.2 Deferral of Agreement Disputes.** Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

**12.3.3 Mediation.** If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

**12.3.3.1 Qualifications of Mediator.** The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

**12.3.3.2 Submission to Mediation and Selection of Mediator.** The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

**12.3.3.3 Mediation Process.** The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally

among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.3.4 Litigation.** If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

**12.4 NON-WAIVER OR RELEASE.** Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

### **SECTION 13** **NOTICES**

**13 NOTICES.** All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

**TO DISTRICT:**

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

**TO ARCHITECT:**

IBI Group  
Attn: Craig Atkinson - Principal Architect  
315 West 9<sup>th</sup> Street, Suite 600  
Los Angeles, CA 90015

### **SECTION 14** **REPRESENTATIONS OF THE ARCHITECT**

**14.1 REPRESENTATIONS OF THE ARCHITECT.** By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

**14.1.1** The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

**14.1.2** The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

**14.1.3** The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

**14.1.4** The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

**14.1.5** The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

**14.1.6** The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

**14.2 COMPLIANCE WITH LAWS.** The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, non-discriminations laws (including federal and state laws), and any and other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultants to fully comply with such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

**14.2.1 Cost Disclosure - Documents and Written Reports.** The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

**14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

**14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

**14.2.4 Name and Trademarks.** The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

**14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

**14.2.6 Safety.** The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

**14.2.7 Labor Certification.** By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**14.3 SUPPLEMENTAL CONDITIONS.** Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

## **SECTION 15**

### **MISCELLANEOUS PROVISIONS**

**14.4 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.

**14.5 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.

**14.6 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.

**14.7 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.

**14.8 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.

**14.9 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.

**14.10 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.

**14.11 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.

**14.12 NO THIRD PARTY BENEFICIARY.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**14.13 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.

**14.14 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.

**14.15 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.

**14.16 EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

**Architect**

By: \_\_\_\_\_  
Craig Atkinson  
Title: \_\_\_\_\_  
Principal Architect  
Date: \_\_\_\_\_

**District**

By: \_\_\_\_\_  
Karling Aguilera-Fort  
Title: \_\_\_\_\_  
Superintendent  
Date: \_\_\_\_\_

**Architect**

By: \_\_\_\_\_  
David Chow  
Title: \_\_\_\_\_  
Western Regional Director  
Date: \_\_\_\_\_



**IBI GROUP ARCHITECTURE PLANNING**  
315 W 9<sup>th</sup> Street, Suite 600  
Los Angeles, CA 90015-4206 USA  
tel 213 769 0011 fax 213 769 0016  
[ibigroup.com](http://ibigroup.com)

November 22, 2019

Mr. Jordan Miles  
Associate  
Caldwell, Flores Winters Inc.  
815 Colorado Blvd, Suite 200  
Los Angeles, CA 90041

Dear Mr. Miles:

**RITCHEN ELEMENTARY SCHOOL MODERNIZATION - FEE PROPOSAL FOR  
A/E SERVICES**

We appreciate the opportunity to prepare a fee proposal for Architectural and Engineering (A/E) services for the above referenced project. The following indicates our understanding of the project scope, parameters, and required services in accordance with your request for a fee proposal for this project; and the fees related to that service.

**Project Description:** The project consists of the assessment of existing conditions for the modernization/reorganization of the existing permanent classrooms, technology academic lab, Piano Lab, Media Center and multi-Purpose Room for McAuliffe Elementary School located at 3300 Via Marina avenue, Oxnard, CA 93035. The scope is the planning, creation and modernization of three (3) kindergarten classrooms, twenty-one (21) general classrooms, one (1) SDC classroom, science/technology lab, one (1) RSP/Intervention and piano bar. The project scope also includes the modernization of the existing library and multi-purpose rooms. The design will be in accordance with our response to the District's request for proposal for the **Modernization of McAuliffe and Ritchen Elementary Schools** dated September 10, 2019.

**Included Consultants:**

The proposed fees includes the normally anticipated consultants for this scope of work. The following is a list of the consultants that are included in this proposal:

- |    |                         |                               |
|----|-------------------------|-------------------------------|
| 1. | <b>Structural:</b>      | SSG Structural engineers, LLP |
| 2. | <b>MEP+F:</b>           | Budlong & Associates, Inc     |
| 3. | <b>Cost Estimating:</b> | OCMI, Inc                     |

Mr. Jordan Miles – November 21, 2019

Our proposal excludes other “special consultants” that may be desired or needed through the review/approval process such as geotechnical engineering and survey consulting, etc. Per our contract, the District will retain the services of a geotechnical engineer and surveying consultant to document existing conditions as needed.

**Scope of Services:**

The Basic Services and associated deliverables included in this proposal are as indicated in the draft AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN IBI GROUP AND OXNARD SCHOOL DISTRICT for the RITCHEN SCHOOL MODERNIZATION PROJECT, dated November 14, 2019 as follows:

1. Project Initiation Phase
2. Development of Architectural Program
3. Schematic Design Phase
4. Design Development Phase
5. Construction Documents Phase
6. Bidding Phase
7. Construction Phase
8. Project Close Out Phase

**Value Added Services** - Some projects require more services than those covered by the Basic Services. These optional services could include, but are not limited to feasibility studies, models, value engineering, LEED certification, commissioning, food service, extended construction administration, or construction management. In addition, some projects may require supplementary or specialty consultants such as acoustical, energy, etc. The fees for optional services and specialty consultants are negotiated for each project. Based on our review of this project no specialty consultants have been identified.

**Excluded Service** - The following services have been specifically excluded from this proposal:

1. Services not specifically referenced in this proposal.
2. Design services required to incorporate L.E.E.D. certification requirements into the project.

**Project Assumptions:**

1. The Owner will provide all necessary documentation and required reports, including, but not limited to the following:
  - 1.1. District Facility Standards
  - 1.2. As-Built drawings of existing site and utilities
  - 1.3. Topographic mapping surveys of project site
  - 1.4. Geologic Hazards Investigation Survey
  - 1.5. Special testing and Inspection
  - 1.6. Checking and Permit Fees
  - 1.7. Advertising Costs
  - 1.8. District Inspector
  - 1.9. Hazardous Material Consultant

Mr. Jordan Miles – November 21, 2019

- 1.10. Environmental Documentation & Mitigation Measures as appropriate
- 1.11. The District will provide all reproduction of bid documents
- 1.12. Construction administration phase will include in person site meetings every other week, the alternating weekly construction meeting held via GoTo meeting remotely.

**Project Delivery:**

This proposal is based on a design-bid-build format of project delivery.

**Project Schedule:**

The project shall be completed expeditiously, consistent with the Standard of Care for our Industry. It is understood that the District would like the construction documents ready for submittal to DSA in April 2020. The schedule shall be reviewed in the project initiation phase and agreed to by the District and IBI pending the date of the NTP.

This proposal is based on a design-bid-build format of project delivery. It is estimated that a project of this magnitude would take 6-8 months to construct.

**Initial Project Budget:** \$4,905,850

**Compensation Summary:**

We propose to provide the above referenced services for the following fixed fee of **\$375,910**(Three hundred seventy five thousand nine hundred ten Dollars).

Invoices shall be submitted monthly based on percentage completed of the authorized phases in in accordance with the following schedule as indicated in the draft AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN IBI Group AND OXNARD SCHOOL DISTRICT for the RITCHEN SCHOOL MODERNIZATION PROJECT, dated November 14, 2019 as follows:

Basic Services		
1	Project Initiation Phase	\$7,518.00
2	Development of Architectural Program	\$7,518.00
3	Schematic Design Phase	\$37,591.00
4	Design Development Phase	\$63,905.00
5	Construction Document Phase	\$150,364.00
6	Bidding Phase	\$9,398.00
7	Construction Phase	\$75,182.00
8	Project Close Out Phase	\$24,434.00
		<b>\$375,910.00</b>
<b>Reimbursable Expenses:</b>	Total Fixed Fee – Billed on % Complete Basis The above proposal includes all expenses for travel, per diem and reproduction of documents for in-house use. IBI will submit for approvable reimbursable expenses in accordance with Article 5.4 of the agreement. Reimbursable expenses shall not be performed without prior written Authorization from the District.	

Mr. Jordan Miles – November 21, 2019

Thank you for requesting a proposal for this project. We look forward to collaborating with the Oxnard School District and CFW Inc. for the modernization at Ritche Elementary School. If you have any questions please don't hesitate to contact me.



Craig Atkinson, AIA, NOMA, LEED AP  
Director | California Education Lead  
IBI Group



Mark French, AIA, LEED AP BD+C  
Director | US Deputy  
Education Lead, Buildings  
IBI Group

cc: File

Enc.: SSG Structural Engineers – 11/20/19  
Budlong & associates, Inc – 11/13/19  
OCMI, Inc – 11/01/19

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# Oxnard School District McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

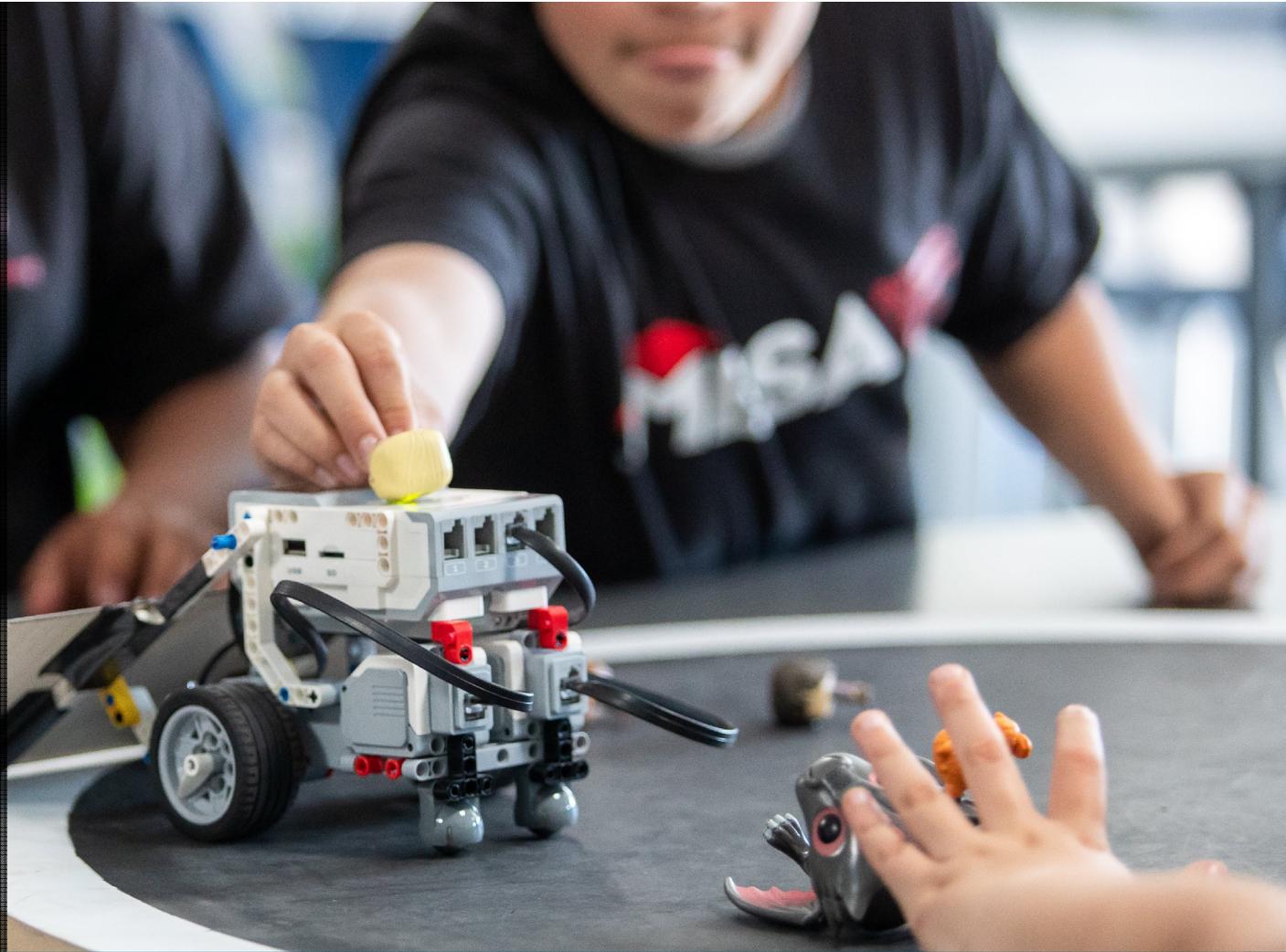


Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

# Agenda

- Project Overview
- Project Understanding
- Schedule
- Budget
- Q & A



# Project Overview

CREATE A IDENTITY  
FOR EACH  
CAMPUS

SMALL LEARNING  
COMMUNITIES

CREATE VITALITY

ADAPTABLE  
FURNISHINGS &  
FURNITURE

FLEXIBILITY &  
AGILITY

## Christa McAuliffe & Emilie Ritche Elementary School Modernization

Campus modernization at both schools that include upgrades to existing classrooms, multi-purpose rooms, libraries and support spaces.

### Goals

- Provide a 21st Century Learning Environment that fulfills the District's vision for success.
- Minimal impact on existing school operation during the construction and transition.
- Minimal impact on adjacent residential community.



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

# Christa McAuliffe Elementary School – Overall Floor Plan

- 1 Multi-Purpose Room
- 2 Media Center
- 3 Piano Lab
- 4 Special Day Class
- 5 STEAM Academy Lab
- 6 Kindergarten
- 7 Counselor Office
- 8 General Classroom
- 9 Resource Specialist Program



Oxnard School District  
 McAuliffe and Ritche Elementary School Modernizations

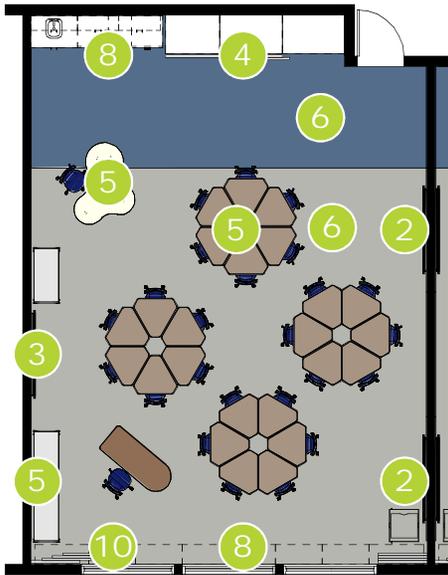
December 18, 2019

# Ritchen Elementary School – Floor Plan

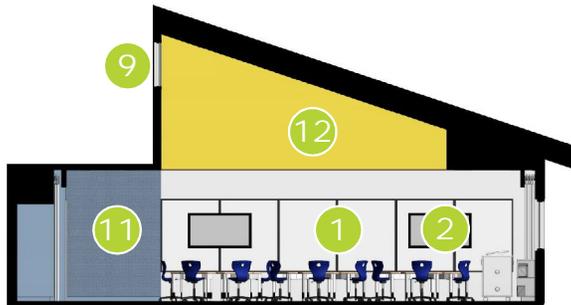
- 1 Multi-Purpose Room
- 2 Media Center
- 3 Piano Lab
- 4 Special Day Class
- 5 Existing Maker Space/Lab
- 6 Kindergarten
- 7 Resource Specialist Program
- 8 General Classroom



# Typical Layouts – Classroom and Kindergarten

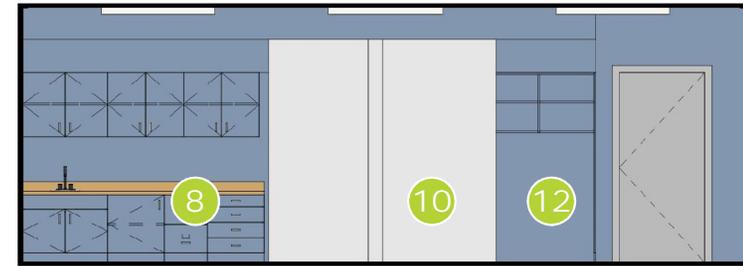


CLASSROOM FLOOR PLAN

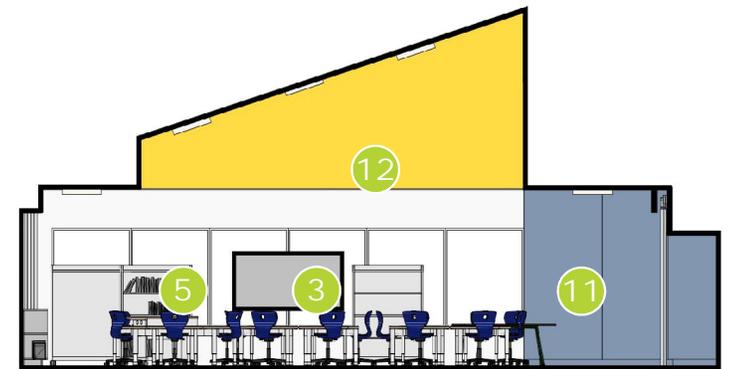


CLASSROOM SECTION

- 1 Marker Boards
- 2 Display Monitor
- 3 Existing Interactive Display Monitor
- 4 Storage w/Sliding Marker Board
- 5 Flexible Movable Furniture
- 6 Vinyl Composition Tile Flooring
- 7 Carpet
- 8 (E) Casework with New Finishes
- 9 Roller Shades
- 10 Sliding Marker Boards
- 11 Tackable Wall Surface
- 12 Paint Accent



CLASSROOM INTERIOR ELEVATION A



CLASSROOM INTERIOR ELEVATION B



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

6

## Before and After – Typical Classroom

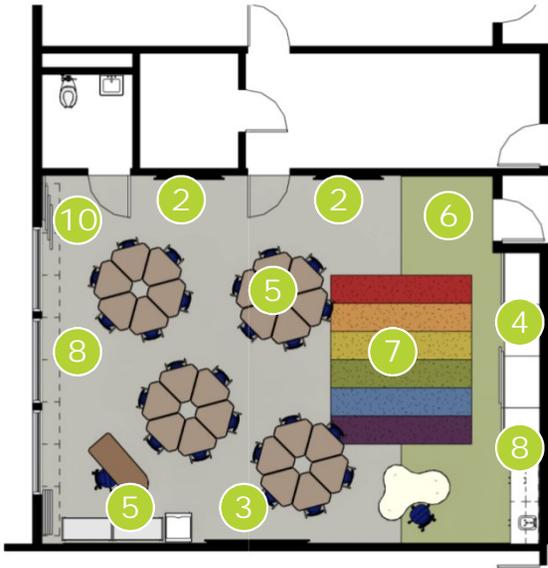


Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

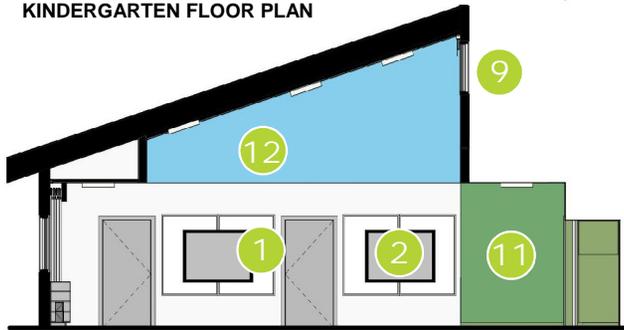
December 18, 2019

7

# Typical Layouts – Kindergarten

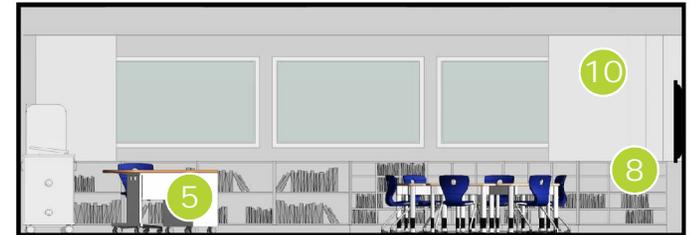


KINDERGARTEN FLOOR PLAN

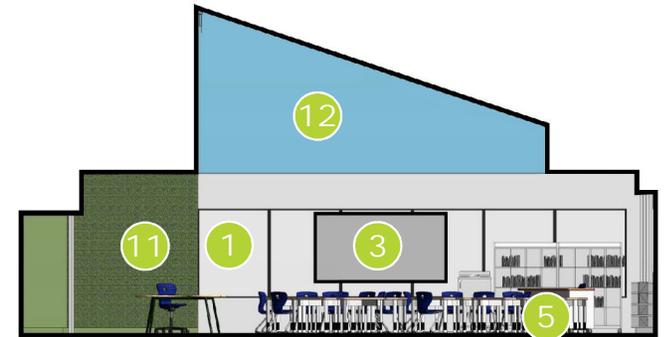


KINDERGARTEN SECTION

- 1 Marker Boards
- 2 Display Monitor
- 3 Existing Interactive Display Monitor
- 4 Storage w/Sliding Marker Board
- 5 Flexible Movable Furniture
- 6 Vinyl Composition Tile Flooring
- 7 Carpet
- 8 (E) Casework with New Finishes
- 9 Roller Shades
- 10 Sliding Marker Boards
- 11 Tackable Wall Surface
- 12 Paint Accent



KINDERGARTEN INTERIOR ELEVATION A



KINDERGARTEN INTERIOR ELEVATION B



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

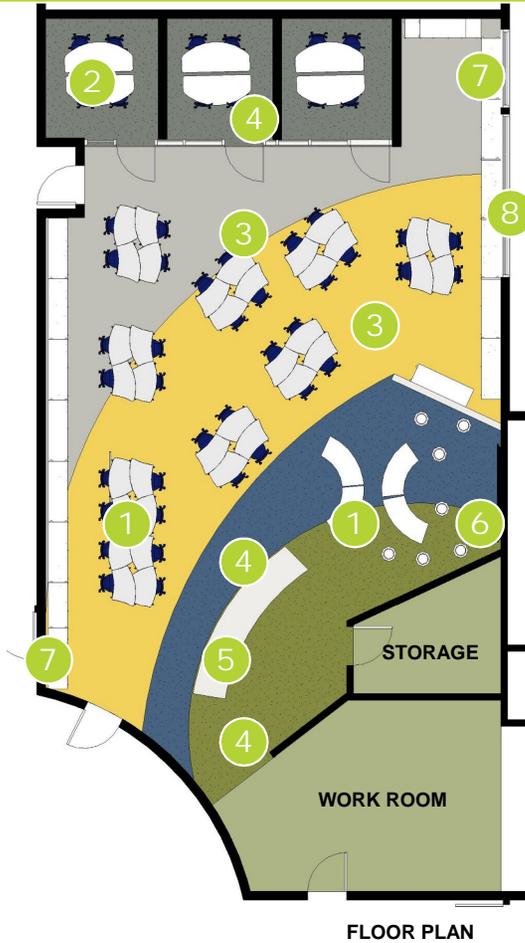
# Before and After – Typical Kindergarten



Oxnard School District  
McAuliffe and Ritzen Elementary School Modernizations

December 18, 2019

# Media Center – Christa McAuliffe Elementary School



3D SECTION

- 1 Flexible Movable Furniture
- 2 Break Room
- 3 Vinyl Composition Tile Flooring
- 4 Carpet
- 5 Reception Desk
- 6 Display Monitor
- 7 Book Shelves
- 8 Roller Shades



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

10

# Media Center – Christa McAuliffe Elementary School



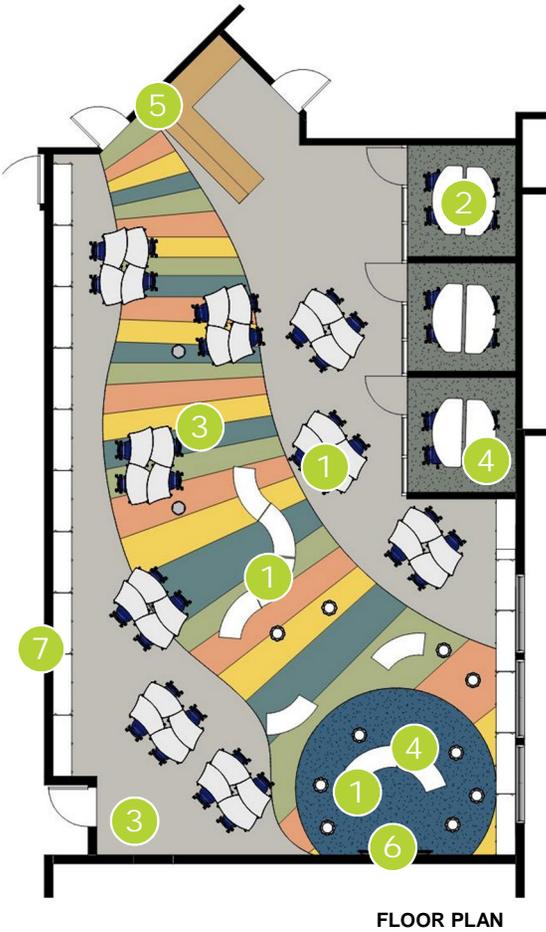
Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

11

1347

# Media Center – Emilie Ritchen Elementary School



- |   |                                    |   |                 |
|---|------------------------------------|---|-----------------|
| 1 | Flexible Movable Furniture         | 5 | Reception Desk  |
| 2 | Break Room                         | 6 | Display Monitor |
| 3 | Vinyl Composition<br>Tile Flooring | 7 | Book Shelves    |
| 4 | Carpet                             | 8 | Roller Shades   |



Oxnard School District  
McAuliffe and Ritchen Elementary School Modernizations

December 18, 2019

# Media Center – Emilie Ritche Elementary School



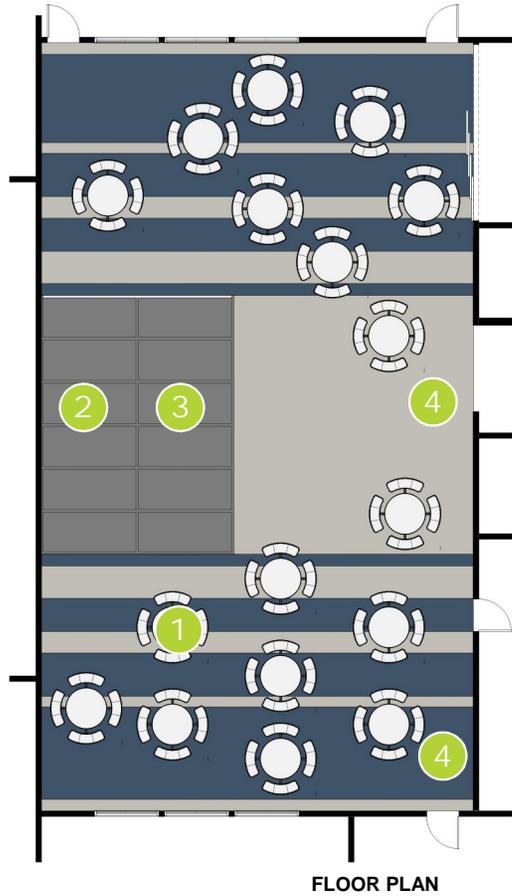
Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

13

1349

# Multi-Purpose Room Plan – Christa McAuliffe Elementary School



- 1 Flexible Movable Furniture
- 2 Screen and Projector
- 3 Demountable Stage
- 4 Vinyl Composition Tile Flooring



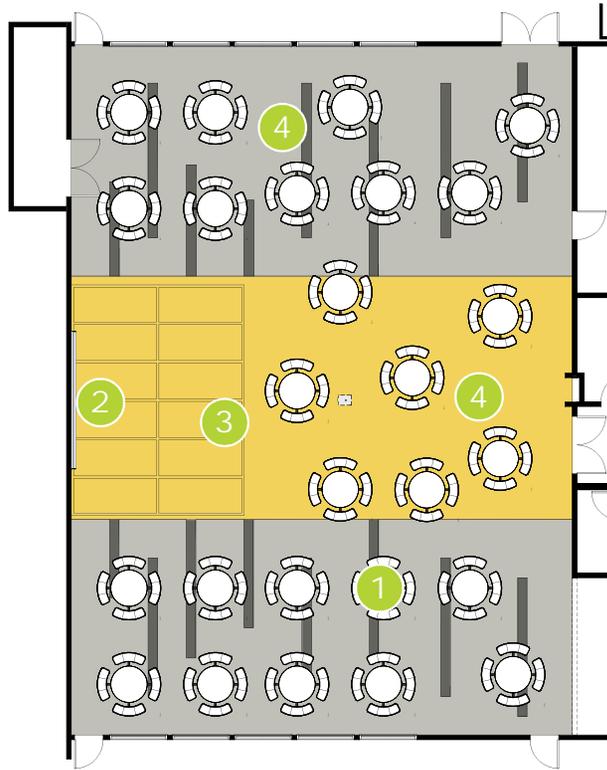
Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

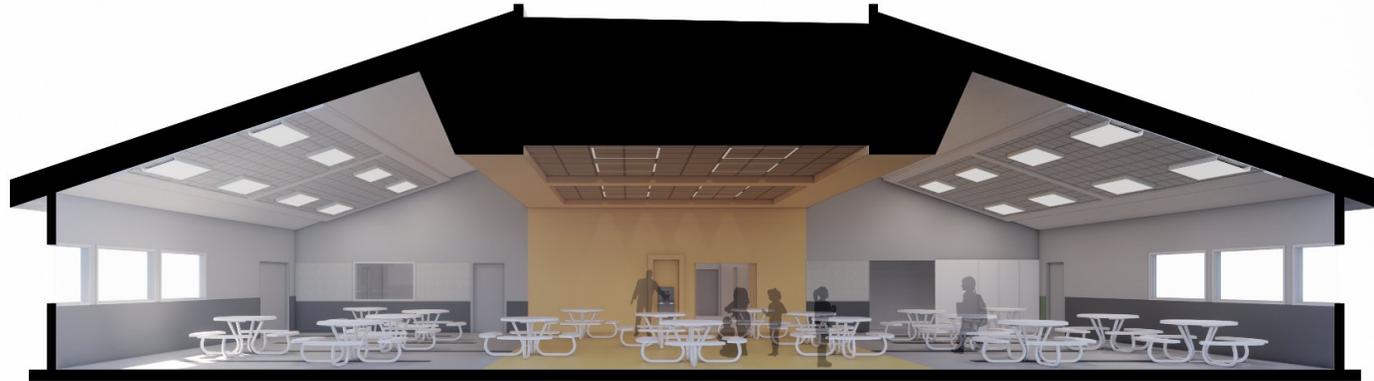
# Multi-Purpose Room – Christa McAuliffe Elementary School



# Multi-Purpose Room Plan – Emilie Ritche Elementary School



FLOOR PLAN



3D SECTION

- 1 Flexible Movable Furniture
- 2 Screen and Projector
- 3 Demountable Stage
- 4 Vinyl Composition Tile Flooring



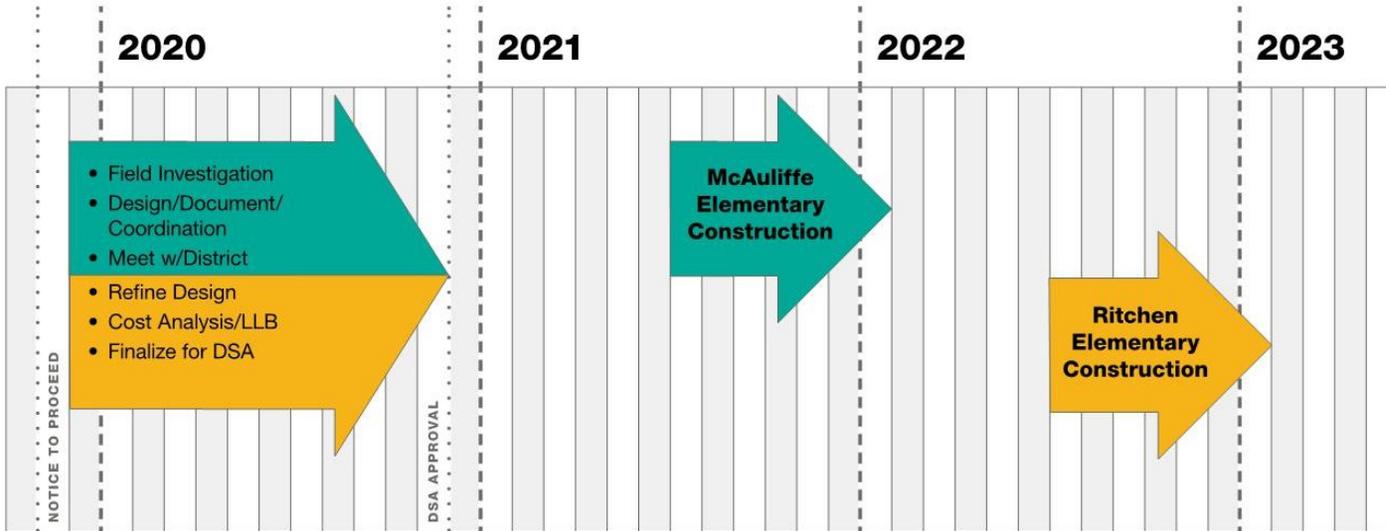
Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

# Multi-Purpose Room – Emilie Ritchen Elementary School



# Project Schedule



## PROJECT MILESTONES

DSA SUBMITTAL	06/2020
DSA APPROVAL	12/2020

## START CONSTRUCTION

McAULIFFE ES	07/2021
RITCHEN ES	07/2022

## PROJECT COMPLETION

McAULIFFE ES	01/2022
RITCHEN ES	01/2023



Oxnard School District  
McAuliffe and Ritchen Elementary School Modernizations

December 18, 2019

# Project Budget



## McAULIFFE ES

TOTAL HARD COST	\$3,471,821
TOTAL SOFT COST	\$1,487,923
<b>ALL-IN BUDGET</b>	<b>\$ 4,959,744</b>

## PROJECT MILESTONES

DSA SUBMITTAL	06/2020
DSA APPROVAL	12/2020

## START CONSTRUCTION

McAULIFFE ES	07/2021
RITCHEN ES	07/2022

## PROJECT COMPLETION

McAULIFFE ES	01/2022
RITCHEN ES	01/2023



## RITCHEN ES

TOTAL HARD COST	\$3,434,095
TOTAL SOFT COST	\$1,471,755
<b>ALL-IN BUDGET</b>	<b>\$ 4,905,850</b>



Oxnard School District  
McAuliffe and Ritchen Elementary School Modernizations

December 18, 2019



# Questions & Answers



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

20



Thank You!



Oxnard School District  
McAuliffe and Ritche Elementary School Modernizations

December 18, 2019

21

1357

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section D: Action Items

**Vote to Rename Haydock Academy of Arts and Sciences (Dr. Aguilera-Fort)**

---

At the board meeting on November 13, 2019, the board received a presentation on the school naming process and a brief history of the school name and Richard B. Haydock to assist the board members in the decision to move forward with changing the name of Haydock Academy of Arts and Sciences. This item has been brought forward for the board to vote to move forward with the process to change the name of this school

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

The Board will vote to move forward with the process to change the name of Haydock Academy of Arts and Sciences. A yes vote will initiate the process to change the school name. A no vote will keep the existing name in place.

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section D: Action Items

**Annual Appointment / Re-Appointment of Measure D Bond Oversight Committee  
(Penanhoat)**

---

Proposition 39 requires that, within 60 days of the passage of a Bond, the District establish a Citizen's Oversight Committee to review bond expenditures to verify that the bond money is being spent according to the project list on the ballot. The Measure D Bond Oversight Committee (BOC) was established by the Oxnard School District Board of Trustees on January 18, 2017, and is presented herewith for the Board's annual review. Any proposed names for filling future vacancies on the Committee will be brought before the Board for approval as needed.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees review the current Measure D BOC membership and make a determination regarding re-appointing the existing members of the Committee.

**ADDITIONAL MATERIALS:**

**Attached:** [Oxnard School District Measure D Bond Oversight Committee Membership List \(1 page\)](#)  
[Citizens' Bond Oversight Committee Bylaws \(5 pages\)](#)

**OXNARD SCHOOL DISTRICT  
MEASURE “D” CITIZENS’ BOND OVERSIGHT COMMITTEE  
MEMBERSHIP & TERMS**

<i>Name</i>	<i>Representation</i>	<i>Position</i>	<i>End of Term</i>
Chavez, Pedro A. <i>(Committee Chair)</i>	Business Organization	Chase Home Lending	January 2019
Castro, Socorro	Senior Citizens’ Organization	Senior Resources Coordinator, OASIS ( <i>Older Adult Services &amp; Intervention System</i> ), Catholic Charities of Los Angeles	April 2020
Jay, John	Taxpayers’ Association	Ventura County Taxpayers’ Association	January 2019
Maria, Alyssa	Parent/Guardian	Parent, Soria School	May 2021
Ray, Will Jr.	Parent/ Guardian PTA	Parent, PTA Board Member, McAuliffe School	January 2019
Latimer, Lisa <i>(Committee Vice Chair)</i>	Community At-Large	Former Parent, Soria School; Former PTA & School Site Council Member	January 2019
Belcher, William	Community At- Large	Oxnard Education Foundation Member	January 2019



## Measure “D” Citizens’ Bond Oversight Committee

**Section 1. Establishment of the Committee.** The Oxnard School District (the “District”) anticipates that it will be successful at the election to be conducted on November 8, 2016 (the “Election”) in obtaining authorization from the District’s voters to issue up to \$142,500,000.00 aggregate principal amount of the District’s general obligation bonds, pursuant to 55% of the vote. The election is being conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 et seq., of the California Education Code; therefore, the District will be obligated to establish the Oversight Committee to satisfy the accountability requirement in Proposition 39. The Board of Trustees of the Oxnard School District (the “Board of Trustees”) hereby establishes the Measure “D” Citizens Bond Oversight Committee (the “Committee”) in anticipation of voter approval to have and hold the duties, rights and obligations set forth in these bylaws and those accorded to the Committee by Law. The Committee does not have independent legal capacity from the District. In the event that the authorization is not approved by the voters, the Committee shall be terminated and disbanded.

**Section 2. Purposes.** The purposes of the Committee are set forth in Proposition 39, and these Bylaws. The Committee is and shall be deemed subject to the Ralph M. Brown Public Meetings Act of the State of California (the “Brown Act”) and shall be conducted in accordance with the provisions thereof. The District shall provide the necessary administrative support to the Committee at the District’s expense to fulfill its duties and obligations under Proposition 39 and the Brown Act.

The proceeds of general obligation bonds issued pursuant to the election are hereinafter referred to as “bond proceeds.” The Committee shall confine itself specifically to bond proceeds generated under the Measure “D” ballot measure. Regular and deferred maintenance projects and all monies generated under other sources of funding shall fall outside the scope of the Committee’s review.

**Section 3. Duties.** To carry out its stated purposes, the Committee shall perform the following duties:

**3.1 Inform the Public.** The committee shall inform the public concerning the District’s expenditure of bond proceeds.

**3.2 Review Expenditures.** The Committee may review quarterly expenditure reports produced by the District to ensure that (a) bond proceeds are expended only for the purposes set forth in the ballot measure; (b) no bond proceeds are used for any teacher or administrative salaries or other operating expenses.

**3.3 Annual Report.** The Committee shall present to the Board of Trustees, in public session, an annual written report which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and,

(b) A summary of the Committee’s proceedings and activities for the preceding year.

3.4 Duties of the Board of Trustees/Superintendent. Either the Board of Trustees or the Superintendent, as the Board of Trustees shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (a) Approval of construction contracts;
- (b) Approval of construction change orders;
- (c) Appropriation of construction funds;
- (d) Handling of all legal matters;
- (e) Approval of construction plans and schedules;
- (f) Approval of the Deferred Maintenance Plan; and,
- (g) Approval of the sale of bonds.

3.5 Voter-Approved Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the District has not charged the Committee with responsibility for:

- (a) Projects financed through the State of California, developer fees, redevelopment tax increments, certificates of participation, leases/revenue bonds, the general fund, or the sale of surplus property without bond proceeds;
- (b) The establishment of priorities and order of construction for the bond projects which shall be the sole prerogative and discretion of the Board of Trustees;
- (c) The selection of architects, engineers, soil engineers, construction managers, project managers, CEQA consultants and/or such other professional consultant firms as are required to complete the project(s) based on District criteria established by the Board of Trustees in its sole discretion;
- (d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plans and/or construction methods, which shall be the sole prerogative and discretion of the Board of Trustees;
- (e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary or deemed appropriate by the Board of Trustees to support the activities of the Committee;
- (f) The approval of an annual budget for the Committee that is sufficient to carry out the duties, responsibilities and activities required of the Committee pursuant to these Bylaws, Proposition 39 and California Law;
- (g) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations;

(h) The amendment or modification of the Bylaws for the Committee as provided herein, subject to the legal requirements of Proposition 39;

(i) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board of Trustees' sole discretion as part of carrying out its functions under Proposition 39.

**Section 4. Authorized Activities.**

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIIA of the California Constitution;

(b) Inspect school facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Superintendent;

(c) Review copies of deferred maintenance proposals or plans developed by the District;

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

**Section 5. Membership.**

5.1 Number. The Committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established pursuant to Proposition 39, to wit:

(a) One (1) member active in a business organization representing the business community located within the boundaries of the District;

(b) One (1) member active in a senior citizens' organization;

(c) One (1) member active in a bona-fide taxpayers' association;

(d) One (1) member shall be a parent or guardian of a child enrolled in the District;

(e) One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization or school site council;

(f) Two (2) members of the community at-large appointed by the Board of Trustees.

5.2 Qualification Standards.

(a) To be a qualified person, he or she must be at least eighteen (18) years of age and reside within the District's geographical boundaries, in accordance with Government Code Section 1020.

(b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics; Conflicts of Interest. By accepting the appointment to the Committee, each member agrees to comply with Article 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Government Code Sections 81000 et seq.), and to complete the Form 700 as required by all “designated employees” of the District. Additionally, each member shall comply with the Committee Ethics Policy attached as “Attachment A” to these Bylaws.

5.4 Term. Except as otherwise provided herein, each member of the Committee shall serve a term of two (2) years, beginning on January 19, 2017. No member may serve more than three (3) consecutive terms. At the Committee’s first meeting, members will draw lots to select a minimum of two (2) members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term.

5.5 Appointment. Members of the Committee shall be appointed by the Board of Trustees through the following process:

- (a) Appropriate local groups will be solicited for applications;
- (b) The Board of Trustees shall form a Committee of one (1) or two (2) Trustees along with the Superintendent or her/his designee to review the applications received from the appropriate local groups; and,
- (c) The Committee will make recommendations to the Board of Trustees;

5.6 Removal; Vacancy. The Board of Trustees may remove any Committee member for any reason, including for failure to comply with the Committee Ethics Policy. Upon a member’s removal, his or her seat shall be declared vacant. The Board of Trustees, in accordance with the established appointment process shall fill any vacancies on the Committee.

5.7 Compensation. The Committee members shall not be compensated for their service on the Committee.

5.8 Authority of Members.

- (a) Committee members shall not have the authority to direct staff of the District; and,
- (b) Individual members of the Committee retain the right to address the Board of Trustees of the District as an individual.

**Section 6. Meetings of the Committee.**

6.1 Regular Meetings. The Committee is required to meet at least once a year including an annual organizational meeting to be held in the second week of December of each year.

6.2 Location. All meetings shall be held within the geographical boundaries of the District.

6.3 **Procedures.** All meetings shall be open to the public in accordance with the Brown Act , Government Code Section 44950 et seq. Meetings shall be conducted according to such additional procedural requirements and rules as the committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business except adjournment.

**Section 7. District Support.**

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

- (a) Preparation of and posting public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices of meetings of the Board of Trustees of the District;
- (b) provision of a meeting room, including any necessary audio/visual equipment;
- (c) Preparation and copies of any documentation and materials for the meeting, such as agendas and reports; and,
- (d) Retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of the projects and the expenditures of bond proceeds.

7.3 **No bond proceeds shall be used to provide District support to the Committee.**

**Section 8. Reports.** In addition to the Annual Report required in Section 3.2, the Committee may report to the Board of Trustees at least semi-annually in order to advise the Board of Trustees on the activities of the Committee. Such reports shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

**Section 9. Officers.** The Superintendent shall appoint the initial Chair of the Committee. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall serve as Chair in the absence of the Chair. The term of the Chair and Vice-Chair may be for terms of either one (1) year or two (2) years as may be determined from time-to-time by the Committee. No member shall serve in the position of Chair for more than two (2) consecutive terms.

**Section 10. Amendment of Bylaws.** Any amendment to these Bylaws shall be first approved by the Committee and shall then be approved by no less than two-thirds vote of the Board of Trustees.

**Section 11. Termination.** The Committee shall automatically be terminated and disbanded if (1) the election authorizing the sale of general obligation bonds fail or (2) at the earlier of the date when (a) all bond proceeds are spent, or (b) all projects funded by bond proceeds are completed.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section D: Action Items

**Oxnard School District 2019-2020 First Interim Report (Period Ending October 31, 2019)  
(Penanhoat/Crandall Plasencia)**

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The Oxnard School District First Interim Report for Fiscal Year 2019-2020 is presented to the Board.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board accept the Oxnard School District 2019-2020 First Interim Report (Period Ending October 31, 2019).

**ADDITIONAL MATERIALS:**

**Attached:** [Oxnard School District 2019-2020 First Interim Report \(140 pages\)](#)

2019-20  
1<sup>st</sup> Interim Report  
(period ending October 31, 2019)



Board Meeting of  
December 18, 2019

Prepared by:  
Janet Penanhoat, Assistant Superintendent,  
Business & Fiscal Services  
and  
Mary Crandall Plasencia, Director of Finance

**Mission:**

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

**Vision:**

*Empowering all children to achieve excellence*

# INDEX

First Interim Report Narrative	1
District Certification of Interim Report	2
Table of Contents	5
District Enrollment History Graph	6
Enrollment/ADA History and Projections	7
Average Daily Attendance Report (Form AI)	8
Local Control Funding Formula Calculations	11
Cashflow Worksheet	18
Unrestricted Balance Summary Comparison and Explanations	19
General Fund (Form 01I)	21
Child Development Fund (Form 12I)	46
Cafeteria Fund (Form 13I)	53
Deferred Maintenance Fund (Form 14I)	60
Special Reserve Fund (Form 17I)	66
Building Fund (Form 21I)	70
Capital Facilities Fund (Form 25I)	77
County School Facilities Fund (Form 35I)	84
Bond Interest & Redemption Fund (Form 51I)	91
Retiree Benefit Fund (Form 71I)	96
Planning Factors for 2019-20 and Multi Year Projections	100
General Fund Multiyear Projections – Unrestricted (Form MYPI)	101
General Fund Multiyear Projections – Restricted (Form MYPI)	104
General Fund Multiyear Projections – Unrestricted/Restricted (Form MYPI)	106
School District Criteria & Standards Review (Form 01CSI)	108
Technical Review Checks	134

# OXNARD SCHOOL DISTRICT

## First Interim Report 2019-2020

Education Code 42130 provides that the district submit a First Interim Report to the governing board of the district that covers the financial and budgetary status of the district for the period ending October 31, 2019.

Education Code 42131(a) (1) further states that “pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year, and based on current forecasts, for the subsequent fiscal year.”

In keeping with the provision, the district is providing in the enclosed document the following:

- District Certification of Interim Report (POSITIVE)
- Enrollment History
- Average Daily Attendance Form
- LCFF Calculation
- Actual and Projected Cash Flows
- General Fund Summary of Changes
- SACS Fund Detail
- School District Criteria & Standards

### **OTHER FUNDS**

The Other Funds of the district are substantially unchanged from that presented in the Adopted Budget.

### **MULTI-YEAR PROJECTIONS**

Beginning on page 100 are the projections for the 2020-21 and 2021-22 fiscal years. The School Services of California Dartboard was used to determine net changes to projected COLA. Current ADA projection models were used to determine projected future ADA. Any changes in the ADA projection model, and corresponding changes in projected ADA, will be reflected at the 2<sup>nd</sup> Interim Report.

### **SUMMARY**

Budget updates will occur on a regular basis. The 2<sup>nd</sup> Interim Report will be presented to the Board of Trustees by March 15, 2020.

All projections are based upon information available at this point in time and are subject to change as further information becomes available.

### **RECOMMENDATION**

**For purpose of meeting the First Interim Reporting Guidelines, it is recommended that the Board accept the First Interim Report as presented and authorize the filing of a Positive Certification with the 1370 Ventura County Office of Education.**

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 18, 2019 Signed: \_\_\_\_\_  
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Mary Crandall Plasencia Telephone: 805-385-1501 x2455  
Title: Director of Finance E-mail: mcrandallplasencia@oxnardsd.org

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	

1371

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

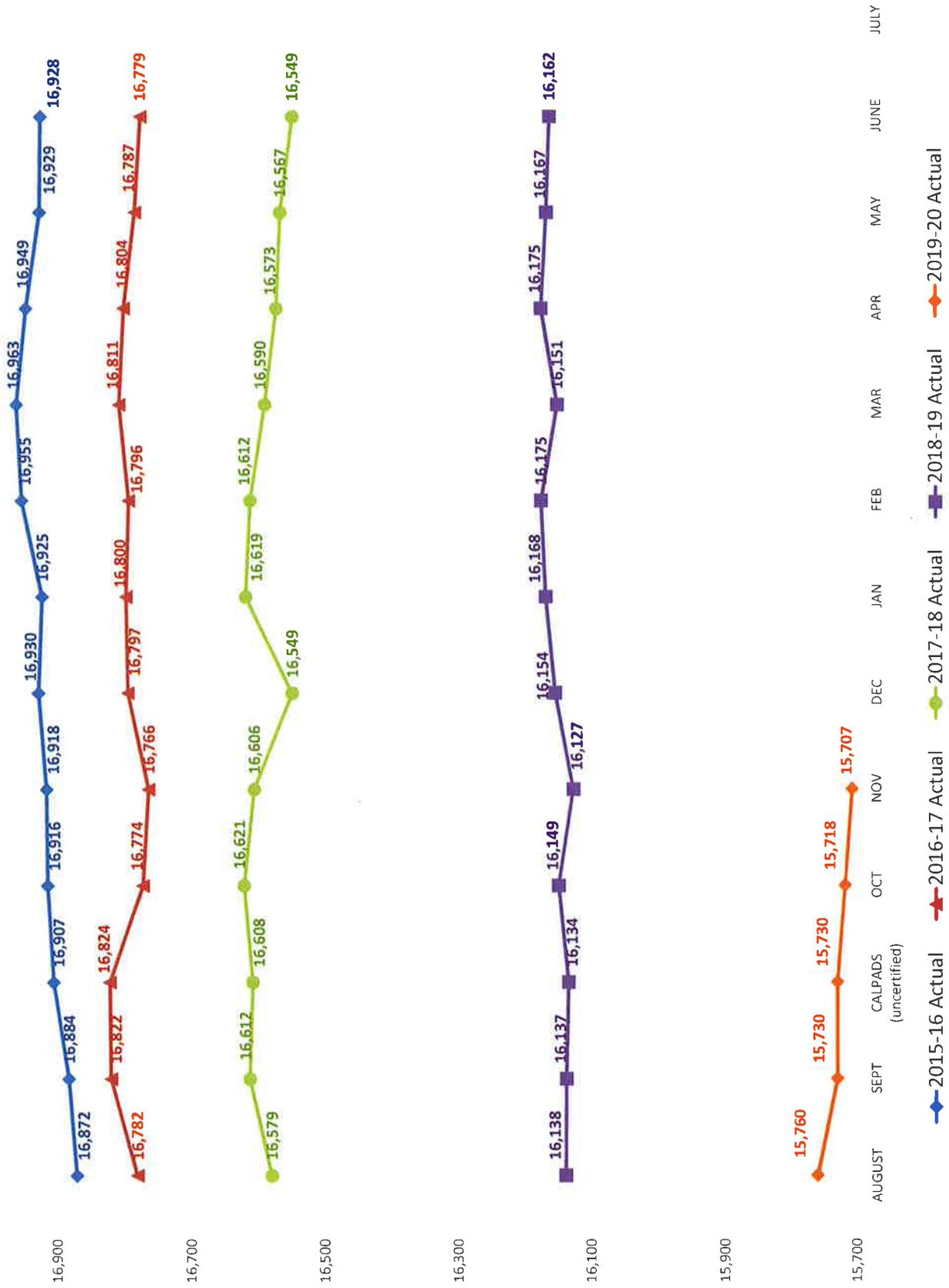
<b>SUPPLEMENTAL INFORMATION (continued)</b>			<b>No</b>	<b>Yes</b>
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2018-19) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since budget adoption in OPEB liabilities?		X
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since budget adoption in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
		• Management/supervisor/confidential? (Section S8C, Line 1b)		X
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)		X
		• Classified? (Section S8B, Line 3)		X
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

<b>ADDITIONAL FISCAL INDICATORS</b>			<b>No</b>	<b>Yes</b>
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:			
		2019-20 Original Budget	2019-20 Board Approved Operating Budget	2019-20 Actuals to Date	2019-20 Projected Totals
011	General Fund/County School Service Fund	GS	GS	GS	GS
09I	Charter Schools Special Revenue Fund				
10I	Special Education Pass-Through Fund				
11I	Adult Education Fund				
12I	Child Development Fund	G	G	G	G
13I	Cafeteria Special Revenue Fund	G	G	G	G
14I	Deferred Maintenance Fund	G	G	G	G
15I	Pupil Transportation Equipment Fund				
17I	Special Reserve Fund for Other Than Capital Outlay Projects	G	G	G	G
18I	School Bus Emissions Reduction Fund				
19I	Foundation Special Revenue Fund				
20I	Special Reserve Fund for Postemployment Benefits				
21I	Building Fund	G	G	G	G
25I	Capital Facilities Fund	G	G	G	G
30I	State School Building Lease-Purchase Fund				
35I	County School Facilities Fund	G	G	G	G
40I	Special Reserve Fund for Capital Outlay Projects				
49I	Capital Project Fund for Blended Component Units				
51I	Bond Interest and Redemption Fund	G	G	G	G
52I	Debt Service Fund for Blended Component Units				
53I	Tax Override Fund				
56I	Debt Service Fund				
57I	Foundation Permanent Fund				
61I	Cafeteria Enterprise Fund				
62I	Charter Schools Enterprise Fund				
63I	Other Enterprise Fund				
66I	Warehouse Revolving Fund				
67I	Self-Insurance Fund				
71I	Retiree Benefit Fund	G	G	G	G
73I	Foundation Private-Purpose Trust Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				
CHG	Change Order Form				
CI	Interim Certification				S
ESMOE	Every Student Succeeds Act Maintenance of Effort				G
ICR	Indirect Cost Rate Worksheet				
MYPI	Multiyear Projections - General Fund				GS
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review				S

Oxnard School District Enrollment History 2015-16 through 2019-20 Actuals



**2018-19**

Grade	CBEDS/ CalPads	P-1	% to Enr	P-2	% Change	Annual	% Change
TK-3	7089	6879.33	96.79%	6846.98	96.35%	6850.79	96.36%
4-6	5370	5256.30	96.79%	5203.15	96.35%	5197.75	96.36%
7-8	3674	3602.39	96.79%	3544.64	96.35%	3541.22	96.36%
Home & Hosp	0	0.00	96.79%	0.00	96.35%	0.00	96.36%
Spec Ed Ex Yr	15	22.75	96.79%	17.97	96.35%	17.97	96.36%
Non Pub	7	3.12	96.79%	4.75	96.35%	5.54	96.36%
County Suppl	0	0.00	96.79%	0.00	96.35%	0.00	96.36%
	16,155	15,764		15,617		15,613	
Chg from prev yr	-459	97.58%		96.67%		96.65%	
% chg from prv yr	-2.84%						

**2019-20**

Grade	CBEDS/ CalPads	P-1	% to Enr	P-2	% Change	Annual	% Change
TK-3	6792	6598.76	97.15%	6545.15	96.37%	6545.94	96.38%
4-6	5315	5163.78	97.15%	5121.83	96.37%	5122.45	96.38%
7-8	3623	3519.92	97.15%	3491.32	96.37%	3491.75	96.38%
Home & Hosp	0	0.00	97.15%	0.00	96.37%	0.00	96.38%
SpEd Ex Yr	15	14.35	97.15%	14.23	96.37%	14.24	96.38%
Non Pub	6	5.83	97.15%	5.78	96.37%	5.78	96.38%
County Suppl	0	0.00	97.15%	0.00	96.37%	0.00	96.38%
	15,751	15,303		15,178		15,180	
Chg from prev yr	-404	97.15%		96.37%		96.38%	
% chg from prv yr	-2.57%						

**2020-21**

Grade	CBEDS/ CalPads	P-1	% to Enr	P-2	% Change	Annual	% Change
TK-3	6665	6476.86	97.18%	6421.21	96.34%	6421.96	96.35%
4-6	5216	5068.39	97.18%	5024.84	96.34%	5025.43	96.35%
7-8	3555	3454.90	97.18%	3425.21	96.34%	3425.61	96.35%
Home & Hosp	0	0.00	97.18%	0.00	96.34%	0.00	96.35%
SpEd Ex Yr	15	14.14	97.18%	14.02	96.34%	14.02	96.35%
Non Pub	6	5.74	97.18%	5.69	96.34%	5.69	96.35%
County Suppl	0	0.00	97.18%	0.00	96.34%	0.00	96.35%
	15,457	15,020		14,891		14,893	
Chg from prev yr	-294	97.18%		96.34%		96.35%	
% chg from prv yr	-1.90%						

**2021-22**

Grade	CBEDS/ CalPads	P-1	% to Enr	P-2	% Change	Annual	% Change
TK-3	6522	6342.61	97.25%	6286.98	96.40%	6286.91	96.40%
4-6	5104	4963.33	97.25%	4919.81	96.40%	4919.75	96.40%
7-8	3479	3383.28	97.25%	3353.61	96.40%	3353.58	96.40%
Home & Hosp	0	0.00	97.25%	0.00	96.40%	0.00	96.40%
SpEd Ex Yr	14	13.97	97.25%	13.85	96.40%	13.85	96.40%
Non Pub	6	5.62	97.25%	5.58	96.40%	5.57	96.40%
County Suppl	0	0.00	97.25%	0.00	96.40%	0.00	96.40%
	15,125	14,709		14,580		14,580	
Chg from prev yr	-332	97.25%		96.40%		96.40%	
% chg from prv yr	-2.19%						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	15,602.76	15,602.76	15,176.08	15,603.79	1.03	0%
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	15,602.76	15,602.76	15,176.08	15,603.79	1.03	0%
<b>5. District Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	51.24	51.24	53.24	53.24	2.00	4%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	3.76	3.76	4.78	4.78	1.02	27%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	55.00	55.00	58.02	58.02	3.02	5%
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	15,657.76	15,657.76	15,234.10	15,661.81	4.05	0%
<b>7. Adults in Correctional Facilities</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>B. COUNTY OFFICE OF EDUCATION</b>						
<b>1. County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
<b>d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>2. District Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
<b>g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>4. Adults in Correctional Facilities</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>5. County Operations Grant ADA</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
<b>1. Total Charter School Regular ADA</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>2. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>3. Charter School Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
<b>5. Total Charter School Regular ADA</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>6. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>7. Charter School Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)</b>	0.00	0.00	0.00	0.00	0.00	0%

LCFF Calculator Universal Assumptions						10/31/2019
Oxnard (72538) - 2019-20 First Interim Bi						
Summary of Funding						
	2018-19	2019-20	2020-21	2021-22	2022-23	
<b>Target Components:</b>						
COLA & Augmentation	3.70%	3.26%	3.00%	2.80%	3.16%	
Base Grant	121,468,116	122,481,566	122,736,627	123,791,169	125,048,900	
Grade Span Adjustment	5,519,742	5,486,738	5,409,665	5,455,379	5,511,625	
Supplemental Grant	21,791,116	22,158,991	22,276,951	23,005,885	23,192,772	
Concentration Grant	19,556,130	20,206,195	20,452,148	21,971,914	22,077,784	
Add-ons	1,709,470	1,709,470	1,709,470	1,709,470	1,709,470	
<b>Total Target</b>	<b>170,044,574</b>	<b>172,042,960</b>	<b>172,584,861</b>	<b>175,933,817</b>	<b>177,540,551</b>	
<b>Transition Components:</b>						
Target	\$ 170,044,574	\$ 172,042,960	\$ 172,584,861	\$ 175,933,817	\$ 177,540,551	
Funded Based on Target Formula (PY P-2)	FALSE	TRUE	TRUE	TRUE	TRUE	TRUE
Floor	160,157,405	166,393,453	162,318,859	159,583,795	156,621,857	
Remaining Need after Gap (informational only)	-	-	-	-	-	
Gap %	100%	100%	100%	100%	100%	
Current Year Gap Funding	9,887,169	-	-	-	-	
Miscellaneous Adjustments	-	-	-	-	-	
Economic Recovery Target	-	-	-	-	-	
Additional State Aid	-	-	-	-	-	
<b>Total LCFF Entitlement</b>	<b>\$ 170,044,574</b>	<b>\$ 172,042,960</b>	<b>\$ 172,584,861</b>	<b>\$ 175,933,817</b>	<b>\$ 177,540,551</b>	
<b>Components of LCFF By Object Code</b>						
	2018-19	2019-20	2020-21	2021-22	2022-23	
8011 - State Aid	\$ 117,087,147	\$ 123,172,142	\$ 124,377,274	\$ 128,171,424	\$ 130,260,280	
8011 - Fair Share	-	-	-	-	-	
8311 & 8590 - Categoricals	24,875,304	24,280,999	23,617,768	23,172,574	22,690,452	
EPA (for LCFF Calculation purposes)	-	-	-	-	-	
Local Revenue Sources:						
8021 to 8089 - Property Taxes	28,082,123	24,589,819	24,589,819	24,589,819	24,589,819	
8096 - In-Lieu of Property Taxes	-	-	-	-	-	
Property Taxes net of in-lieu	28,082,123	24,589,819	24,589,819	24,589,819	24,589,819	
<b>TOTAL FUNDING</b>	<b>\$ 170,044,574</b>	<b>\$ 172,042,960</b>	<b>\$ 172,584,861</b>	<b>\$ 175,933,817</b>	<b>\$ 177,540,551</b>	
	Non-Basic Aid					
Basic Aid Status						
Less: Excess Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	
Less: EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Phase-In Entitlement</b>	<b>\$ 170,044,574</b>	<b>\$ 172,042,960</b>	<b>\$ 172,584,861</b>	<b>\$ 175,933,817</b>	<b>\$ 177,540,551</b>	
<b>EPA Details</b>						
% of Adjusted Revenue Limit - Annual	30.50770954%	30.50770954%	30.50770954%	30.50770954%	30.50770954%	
% of Adjusted Revenue Limit - P-2	30.50770954%	30.50770954%	30.50770954%	30.50770954%	30.50770954%	
EPA (for LCFF Calculation purposes)	\$ 24,875,304	\$ 24,280,999	\$ 23,617,768	\$ 23,172,574	\$ 22,690,452	
8012 - EPA, Current Year Receipt						
(P-2 plus Current Year Accrual)	24,874,079	24,280,999	23,617,768	23,172,574	22,690,452	
8019 - EPA, Prior Year Adjustment						
(P-A less Prior Year Accrual)	46,194	1,225	0	(0)	0	
Accrual (from Assumptions)	-	-	-	-	-	

Summary of Student Population

	2018-19	2019-20	2020-21	2021-22	2022-23
<b>Unduplicated Pupil Population</b>					
Enrollment	16,133	15,730	15,434	15,102	14,740
COE Enrollment	60	60	60	60	60
<i>Total Enrollment</i>	16,193	15,790	15,494	15,162	14,800
Unduplicated Pupil Count	13,371	14,081	13,736	13,440	13,118
COE Unduplicated Pupil Count	27	27	27	27	27
<i>Total Unduplicated Pupil Count</i>	13,398	14,108	13,763	13,467	13,145
Rolling %, Supplemental Grant	85.8000%	86.5800%	86.9200%	89.0000%	88.8200%
Rolling %, Concentration Grant	85.8000%	86.5800%	86.9200%	89.0000%	88.8200%

FUNDED ADA

	Prior Year				
<b>Adjusted Base Grant ADA</b>					
Grades TK-3	7,113.07	6,849.86	6,557.17	6,433.23	6,299.00
Grades 4-6	5,434.53	5,225.23	5,145.44	5,048.45	4,943.42
Grades 7-8	3,497.55	3,586.72	3,531.40	3,465.17	3,393.45
Grades 9-12	-	-	-	-	-
<b>Total Adjusted Base Grant ADA</b>	<b>16,045.15</b>	<b>15,661.81</b>	<b>15,234.01</b>	<b>14,946.85</b>	<b>14,635.87</b>

Necessary Small School ADA

	Current year				
Grades TK-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	-	-	-	-	-
Grades 9-12	-	-	-	-	-
<b>Total Necessary Small School ADA</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Funded ADA</b>	<b>16,045.15</b>	<b>15,661.81</b>	<b>15,234.01</b>	<b>14,946.85</b>	<b>14,635.87</b>

ACTUAL ADA (Current Year Only)

Grades TK-3	6,849.86	6,557.17	6,433.23	6,299.00	6,152.65
Grades 4-6	5,225.23	5,145.44	5,048.45	4,943.42	4,828.88
Grades 7-8	3,586.48	3,531.49	3,465.29	3,393.57	3,315.38
Grades 9-12	-	-	-	-	-
<b>Total Actual ADA</b>	<b>15,661.57</b>	<b>15,234.10</b>	<b>14,946.97</b>	<b>14,635.99</b>	<b>14,296.91</b>
<i>Funded Difference (Funded ADA less Actual ADA)</i>	<i>383.58</i>	<i>427.71</i>	<i>287.04</i>	<i>310.86</i>	<i>338.96</i>

LCAP Percentage to Increase or Improve Services

	2018-19	2019-20	2020-21	2021-22	2022-23
Current year estimated supplemental and concent \$	41,347,246 \$	42,365,186 \$	42,729,099 \$	44,977,799 \$	45,270,556 \$
Current year Percentage to Increase or Improve \$	32.56%	33.11%	33.34%	34.80%	34.67%

Oxnard (72538) - 2019-20 First Interim Budget		43769		v20.2c			
<b>LOCAL CONTROL FUNDING FORMULA</b>						<b>2018-19</b>	
CALCULATE LCFF TARGET							
Unduplicated as % of Enrollment		3 yr average		COLA & Augmentation 3.700%			
				85.80%	85.80%	<b>2018-19</b>	
		ADA	Base	Gr Span	Supp	Concen	TARGET
Grades TK-3		7,113.07	7,459	776	1,413	1,268	77,648,520
Grades 4-6		5,434.53	7,571		1,299	1,166	54,541,582
Grades 7-8		3,497.55	7,796		1,338	1,201	36,145,002
Grades 9-12		-	9,034	235	1,591	1,427	-
Subtract NSS		-	-	-	-	-	-
NSS Allowance		-	-	-	-	-	-
<b>TOTAL BASE</b>		<b>16,045.15</b>	<b>121,468,116</b>	<b>5,519,742</b>	<b>21,791,116</b>	<b>19,556,130</b>	168,335,104
Targeted Instructional Improvement Block Grant							500,077
Home-to-School Transportation							1,209,393
Small School District Bus Replacement Program							-
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET</b>							<b>170,044,574</b>
Funded Based on Target Formula (based on prior year P-2 certification)							<b>FALSE</b>
<b>ECONOMIC RECOVERY TARGET PAYMENT</b>						3/4	-
CALCULATE LCFF FLOOR							
Current year Funded ADA times Base per ADA				12-13 Rate	18-19 ADA		
Current year Funded ADA times Other RL per ADA				5,035.32	16,045.15		80,792,465
Necessary Small School Allowance at 12-13 rates				46.45	16,045.15		745,297
2012-13 Categoricals							17,222,074
Floor Adjustments							-
2012-13 Categorical Program Entitlement Rate per ADA * cy ADA							-
Less Fair Share Reduction							-
Non-CDE certified New Charter: District PY rate * CY ADA							-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA				\$ 3,826.55	16,045.15		61,397,569
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR</b>							<b>160,157,405</b>
CALCULATE LCFF PHASE-IN ENTITLEMENT							<b>2018-19</b>
LOCAL CONTROL FUNDING FORMULA TARGET							170,044,574
LOCAL CONTROL FUNDING FORMULA FLOOR							160,157,405
LCFF Need (LCFF Target less LCFF Floor, if positive)							9,887,169
Current Year Gap Funding						100.00%	9,887,169
ECONOMIC RECOVERY PAYMENT							-
Miscellaneous Adjustments							-
<b>LCFF Entitlement before Minimum State Aid provision</b>							<b>170,044,574</b>
CALCULATE STATE AID							
Transition Entitlement							170,044,574
Local Revenue (including RDA)							(28,082,123)
Gross State Aid							141,962,451
CALCULATE MINIMUM STATE AID							
2012-13 RL/Charter Gen BG adjusted for ADA		12-13 Rate	18-19 ADA				N/A
2012-13 NSS Allowance (deficit)		5,081.77	16,045.15				81,537,762
Minimum State Aid Adjustments							-
Less Current Year Property Taxes/in Lieu							(28,082,123)
Subtotal State Aid for Historical RL/Charter General BG							53,455,639
Categorical funding from 2012-13							17,222,074
Charter Categorical Block Grant adjusted for ADA							-
Minimum State Aid Guarantee							70,677,713
CHARTER SCHOOL MINIMUM STATE AID OFFSET							
Local Control Funding Formula Target Base (2019-20 forward)							-
Minimum State Aid plus Property Taxes including RDA							-
Offset							-
Minimum State Aid Prior to Offset							-
Total Minimum State Aid with Offset							-
<b>TOTAL STATE AID</b>							<b>141,962,451</b>
<b>Additional State Aid (Additional SA)</b>							-
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Supplemental)							170,044,574
CHANGE OVER PRIOR YEAR		5.11%	8,268,811				
LCFF Entitlement PER ADA							10,598
PER ADA CHANGE OVER PRIOR YEAR		6.30%	628				
BASIC AID STATUS (school districts only)							Non-Basic Aid
LCFF SOURCES INCLUDING EXCESS TAXES							
State Aid		Increase					2018-19
Property Taxes net of in-lieu		5.12%	6,919,060				141,962,451
Charter in-Lieu Taxes		0.00%	1,349,751				28,082,123
LCFF pre COE, Choice, Supp		5.11%	8,268,811				170,044,574

Oxnard (72538) - 2019-20 First Interim Budget						
LOCAL CONTROL FUNDING FORMULA						2019-20
CALCULATE LCFF TARGET						
Unduplicated as % of Enrollment	3 yr average			COLA & Augmentation		3.260%
			86.58%	86.58%		2019-20
	ADA	Base	Gr Span	Supp	Concen	TARGET
Grades TK-3	6,849.86	7,702	801	1,472	1,343	77,526,737
Grades 4-6	5,225.23	7,818		1,354	1,234	54,374,930
Grades 7-8	3,586.72	8,050		1,394	1,271	38,431,823
Grades 9-12	-	9,329	243	1,657	1,511	-
Subtract NSS	-	-	-	-	-	-
NSS Allowance	-	-	-	-	-	-
<b>TOTAL BASE</b>	<b>15,661.81</b>	<b>122,481,566</b>	<b>5,486,738</b>	<b>22,158,991</b>	<b>20,206,195</b>	<b>170,333,490</b>
Targeted Instructional Improvement Block Grant						500,077
Home-to-School Transportation						1,209,393
Small School District Bus Replacement Program						-
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET</b>						<b>172,042,960</b>
Funded Based on Target Formula (based on prior year P-2 certification)						<b>TRUE</b>
<b>ECONOMIC RECOVERY TARGET PAYMENT</b>						100%
CALCULATE LCFF FLOOR						
				12-13 Rate	19-20 ADA	
Current year Funded ADA times Base per ADA				5,035.32	15,661.81	78,862,225
Current year Funded ADA times Other RL per ADA				46.45	15,661.81	727,491
Necessary Small School Allowance at 12-13 rates						-
2012-13 Categoryals						17,222,074
Floor Adjustments						-
2012-13 Categorical Program Entitlement Rate per ADA * cy ADA				-	-	-
Less Fair Share Reduction						-
Non-CDE certified New Charter: District PY rate * CY ADA						-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA				\$ 4,442.76	15,661.81	69,581,663
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR</b>						<b>166,393,453</b>
CALCULATE LCFF PHASE-IN ENTITLEMENT						2019-20
LOCAL CONTROL FUNDING FORMULA TARGET						172,042,960
LOCAL CONTROL FUNDING FORMULA FLOOR						166,393,453
LCFF Need (LCFF Target less LCFF Floor, if positive)						-
Current Year Gap Funding					100.00%	-
ECONOMIC RECOVERY PAYMENT						-
Miscellaneous Adjustments						-
<b>LCFF Entitlement before Minimum State Aid provision</b>						<b>172,042,960</b>
CALCULATE STATE AID						
Transition Entitlement						172,042,960
Local Revenue (including RDA)						(24,589,819)
Gross State Aid						147,453,141
CALCULATE MINIMUM STATE AID						
				12-13 Rate	19-20 ADA	N/A
2012-13 RL/Charter Gen BG adjusted for ADA				5,081.77	15,661.81	79,589,716
2012-13 NSS Allowance (deficit)						-
Minimum State Aid Adjustments						-
Less Current Year Property Taxes/In Lieu						(24,589,819)
Subtotal State Aid for Historical RL/Charter General BG						54,999,897
Categorical funding from 2012-13						17,222,074
Charter Categorical Block Grant adjusted for ADA						-
Minimum State Aid Guarantee						72,221,971
CHARTER SCHOOL MINIMUM STATE AID OFFSET						
Local Control Funding Formula Target Base (2019-20 forward)						-
Minimum State Aid plus Property Taxes including RDA						-
Offset						-
Minimum State Aid Prior to Offset						-
Total Minimum State Aid with Offset						-
<b>TOTAL STATE AID</b>						<b>147,453,141</b>
<b>Additional State Aid (Additional SA)</b>						
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Supplemental)						172,042,960
CHANGE OVER PRIOR YEAR				1.18%	1,998,386	
LCFF Entitlement PER ADA						10,985
PER ADA CHANGE OVER PRIOR YEAR				3.65%	387	
BASIC AID STATUS (school districts only)						Non-Basic Aid
LCFF SOURCES INCLUDING EXCESS TAXES						
				Increase		2019-20
State Aid				3.87%	5,490,690	147,453,141
Property Taxes net of in-lieu				-12.44%	(3,492,304)	24,589,819
Charter in-Lieu Taxes				0.00%	-	-
<b>LCFF pre COE, Choice, Supp</b>				<b>1.18%</b>	<b>1,998,386</b>	<b>172,042,960</b>

Oxnard (72538) - 2019-20 First Interim Budget		43769	v20.2c
<b>LOCAL CONTROL FUNDING FORMULA</b>		<b>2020-21</b>	
CALCULATE LCFF TARGET			
Unduplicated as % of Enrollment	3 yr average	COLA & Augmentation 86.92% 86.92%	3.000% <b>2020-21</b>
	ADA	Base	Gr Span
Grades TK-3	6,557.17	7,933	825
Grades 4-6	5,145.44	8,053	
Grades 7-8	3,531.40	8,292	
Grades 9-12	-	9,609	250
Subtract NSS	-	-	-
NSS Allowance	-	-	-
<b>TOTAL BASE</b>	<b>15,234.01</b>	<b>122,736,627</b>	<b>5,409,665</b>
Targeted Instructional Improvement Block Grant			500,077
Home-to-School Transportation			1,209,393
Small School District Bus Replacement Program			-
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET</b>			<b>172,584,861</b>
Funded Based on Target Formula (based on prior year P-2 certification)			<b>TRUE</b>
<b>ECONOMIC RECOVERY TARGET PAYMENT</b>		100% -	
CALCULATE LCFF FLOOR			
Current year Funded ADA times Base per ADA		12-13 Rate	20-21 ADA
Current year Funded ADA times Other RL per ADA		5,035.32	15,234.01
Necessary Small School Allowance at 12-13 rates		46.45	15,234.01
			76,708,115
			707,620
			-
2012-13 Categoricals			17,222,074
Floor Adjustments			-
2012-13 Categorical Program Entitlement Rate per ADA * cy ADA			-
Less Fair Share Reduction			-
Non-CDE certified New Charter: District PY rate * CY ADA			-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA	\$ 4,442.76	15,234.01	67,681,050
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR</b>			<b>162,318,859</b>
CALCULATE LCFF PHASE-IN ENTITLEMENT			
<b>LOCAL CONTROL FUNDING FORMULA TARGET</b>		<b>2020-21</b>	
<b>LOCAL CONTROL FUNDING FORMULA FLOOR</b>		<b>172,584,861</b>	
<b>LCFF Need (LCFF Target less LCFF Floor, if positive)</b>		<b>162,318,859</b>	
Current Year Gap Funding			100.00%
<b>ECONOMIC RECOVERY PAYMENT</b>			-
Miscellaneous Adjustments			-
<b>LCFF Entitlement before Minimum State Aid provision</b>			<b>172,584,861</b>
CALCULATE STATE AID			
Transition Entitlement			172,584,861
Local Revenue (including RDA)			(24,589,819)
Gross State Aid			147,995,042
CALCULATE MINIMUM STATE AID			
	12-13 Rate	20-21 ADA	N/A
2012-13 RL/Charter Gen BG adjusted for ADA	5,081.77	15,234.01	77,415,735
2012-13 NSS Allowance (deficit)			-
Minimum State Aid Adjustments			-
Less Current Year Property Taxes/In Lieu			(24,589,819)
Subtotal State Aid for Historical RL/Charter General BG			52,825,916
Categorical funding from 2012-13			17,222,074
Charter Categorical Block Grant adjusted for ADA			-
Minimum State Aid Guarantee			70,047,990
CHARTER SCHOOL MINIMUM STATE AID OFFSET			
Local Control Funding Formula Target Base (2019-20 forward)			-
Minimum State Aid plus Property Taxes including RDA			-
Offset			-
Minimum State Aid Prior to Offset			-
Total Minimum State Aid with Offset			-
<b>TOTAL STATE AID</b>			<b>147,995,042</b>
<b>Additional State Aid (Additional SA)</b>		-	
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Supplemental)		172,584,861	
CHANGE OVER PRIOR YEAR	0.31%	541,901	
LCFF Entitlement PER ADA			11,329
PER ADA CHANGE OVER PRIOR YEAR	3.13%	344	
BASIC AID STATUS (school districts only)		Non-Basic Aid	
LCFF SOURCES INCLUDING EXCESS TAXES			
		Increase	2020-21
State Aid	0.37%	541,901	147,995,042
Property Taxes net of in-lieu	0.00%	-	24,589,819
Charter in-Lieu Taxes	0.00%	-	-
LCFF pre COE, Choice, Supp	0.31%	541,901	172,584,861

Oxnard (72538) - 2019-20 First Interim Budget						
<b>LOCAL CONTROL FUNDING FORMULA</b>						<b>2021-22</b>
CALCULATE LCFF TARGET						
Unduplicated as % of Enrollment						COLA & Augmentation 2.800%
3 yr average						89.00% 89.00% <b>2021-22</b>
	ADA	Base	Gr Span	Supp	Concen	TARGET
Grades TK-3	6,433.23	8,155	848	1,603	1,531	78,073,962
Grades 4-6	5,048.45	8,278		1,473	1,407	56,334,361
Grades 7-8	3,465.17	8,524		1,517	1,449	39,816,023
Grades 9-12	-	9,878	257	1,804	1,723	-
Subtract NSS	-	-	-	-	-	-
NSS Allowance	-	-	-	-	-	-
<b>TOTAL BASE</b>	<b>14,946.85</b>	<b>123,791,169</b>	<b>5,455,379</b>	<b>23,005,885</b>	<b>21,971,914</b>	<b>174,224,347</b>
Targeted Instructional Improvement Block Grant						500,077
Home-to-School Transportation						1,209,393
Small School District Bus Replacement Program						-
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET</b>						<b>175,933,817</b>
Funded Based on Target Formula (based on prior year P-2 certification)						<b>TRUE</b>
<b>ECONOMIC RECOVERY TARGET PAYMENT</b>						<b>100%</b>
CALCULATE LCFF FLOOR						
Current year Funded ADA times Base per ADA						12-13 Rate 21-22 ADA 75,262,173
Current year Funded ADA times Other RL per ADA						5,035.32 14,946.85 694,281
Necessary Small School Allowance at 12-13 rates						46.45 14,946.85 -
2012-13 Categoryals						17,222,074
Floor Adjustments						-
2012-13 Categorical Program Entitlement Rate per ADA * cy ADA						-
Less Fair Share Reduction						-
Non-CDE certified New Charter: District PY rate * CY ADA						-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA						\$ 4,442.76 14,946.85 66,405,267
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR</b>						<b>159,583,795</b>
<b>CALCULATE LCFF PHASE-IN ENTITLEMENT</b>						<b>2021-22</b>
LOCAL CONTROL FUNDING FORMULA TARGET						175,933,817
LOCAL CONTROL FUNDING FORMULA FLOOR						159,583,795
LCFF Need (LCFF Target less LCFF Floor, if positive)						-
Current Year Gap Funding						100.00%
ECONOMIC RECOVERY PAYMENT						-
Miscellaneous Adjustments						-
<b>LCFF Entitlement before Minimum State Aid provision</b>						<b>175,933,817</b>
<b>CALCULATE STATE AID</b>						<b>175,933,817</b>
Transition Entitlement						(24,589,819)
Local Revenue (including RDA)						151,343,998
Gross State Aid						-
<b>CALCULATE MINIMUM STATE AID</b>						<b>N/A</b>
2012-13 RL/Charter Gen BG adjusted for ADA						12-13 Rate 21-22 ADA 75,956,454
2012-13 NSS Allowance (deficit)						5,081.77 14,946.85 -
Minimum State Aid Adjustments						-
Less Current Year Property Taxes/In Lieu						(24,589,819)
Subtotal State Aid for Historical RL/Charter General BG						51,366,635
Categorical funding from 2012-13						17,222,074
Charter Categorical Block Grant adjusted for ADA						-
Minimum State Aid Guarantee						68,588,709
<b>CHARTER SCHOOL MINIMUM STATE AID OFFSET</b>						<b>-</b>
Local Control Funding Formula Target Base (2019-20 forward)						-
Minimum State Aid plus Property Taxes including RDA						-
Offset						-
Minimum State Aid Prior to Offset						-
Total Minimum State Aid with Offset						-
<b>TOTAL STATE AID</b>						<b>151,343,998</b>
<b>Additional State Aid (Additional SA)</b>						<b>-</b>
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Supplemental)						175,933,817
CHANGE OVER PRIOR YEAR						1.94% 3,348,956
LCFF Entitlement PER ADA						11,771
PER ADA CHANGE OVER PRIOR YEAR						3.90% 442
BASIC AID STATUS (school districts only)						Non-Basic Aid
<b>LCFF SOURCES INCLUDING EXCESS TAXES</b>						<b>Increase 2021-22</b>
State Aid						2.26% 3,348,956 151,343,998
Property Taxes net of in-lieu						0.00% - 24,589,819
Charter in-lieu Taxes						0.00% - -
LCFF pre COE, Choice, Supp						1.94% 3,348,956 175,933,817

Oxnard (72538) - 2019-20 First Interim Budget		43769	v20.2c
<b>LOCAL CONTROL FUNDING FORMULA</b>		<b>2022-23</b>	
CALCULATE LCFF TARGET			
Unduplicated as % of Enrollment	3 yr average	COLA & Augmentation 88.82% 88.82%	3.160% <b>2022-23</b>
	ADA	Base	Gr Span
Grades TK-3	6,299.00	8,413	875
Grades 4-6	4,943.42	8,540	
Grades 7-8	3,393.45	8,793	
Grades 9-12	-	10,190	265
Supp			1,650
Concen			1,571
Grades 9-12	-		1,444
Subtract NSS	-		1,562
NSS Allowance	-		1,487
			1,768
TOTAL BASE	14,635.87	125,048,900	5,511,625
			23,192,772
			22,077,784
			175,831,081
Targeted Instructional Improvement Block Grant			500,077
Home-to-School Transportation			1,209,393
Small School District Bus Replacement Program			-
LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET			<b>177,540,551</b>
Funded Based on Target Formula (based on prior year P-2 certification)			<b>TRUE</b>
ECONOMIC RECOVERY TARGET PAYMENT			100% -
CALCULATE LCFF FLOOR			
Current year Funded ADA times Base per ADA		12-13 Rate	22-23 ADA
Current year Funded ADA times Other RL per ADA		5,035.32	14,635.87
Necessary Small School Allowance at 12-13 rates		46.45	14,635.87
			73,696,289
			679,836
			-
2012-13 Categoryals			17,222,074
Floor Adjustments			-
2012-13 Categorical Program Entitlement Rate per ADA * cy ADA			-
Less Fair Share Reduction			-
Non-CDE certified New Charter: District PY rate * CY ADA			-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA	\$ 4,442.76	14,635.87	65,023,658
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR			<b>156,621,857</b>
CALCULATE LCFF PHASE-IN ENTITLEMENT			
LOCAL CONTROL FUNDING FORMULA TARGET			<b>2022-23</b>
LOCAL CONTROL FUNDING FORMULA FLOOR			177,540,551
LCFF Need (LCFF Target less LCFF Floor, if positive)			<b>156,621,857</b>
Current Year Gap Funding			-
ECONOMIC RECOVERY PAYMENT			100.00%
Miscellaneous Adjustments			-
LCFF Entitlement before Minimum State Aid provision			<b>177,540,551</b>
CALCULATE STATE AID			
Transition Entitlement			177,540,551
Local Revenue (including RDA)			(24,589,819)
Gross State Aid			<b>152,950,732</b>
CALCULATE MINIMUM STATE AID			
2012-13 RL/Charter Gen BG adjusted for ADA		12-13 Rate	22-23 ADA
2012-13 NSS Allowance (deficit)		5,081.77	14,635.87
Minimum State Aid Adjustments			N/A
Less Current Year Property Taxes/In Lieu			74,376,125
Subtotal State Aid for Historical RL/Charter General BG			-
Categorical funding from 2012-13			(24,589,819)
Charter Categorical Block Grant adjusted for ADA			49,786,306
Minimum State Aid Guarantee			17,222,074
			-
			<b>67,008,380</b>
CHARTER SCHOOL MINIMUM STATE AID OFFSET			
Local Control Funding Formula Target Base (2019-20 forward)			-
Minimum State Aid plus Property Taxes including RDA			-
Offset			-
Minimum State Aid Prior to Offset			-
Total Minimum State Aid with Offset			-
TOTAL STATE AID			<b>152,950,732</b>
Additional State Aid (Additional SA)			
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Supplemental)			177,540,551
CHANGE OVER PRIOR YEAR	0.91%	1,606,734	
LCFF Entitlement PER ADA			12,131
PER ADA CHANGE OVER PRIOR YEAR	3.06%	360	
BASIC AID STATUS (school districts only)			Non-Basic Aid
LCFF SOURCES INCLUDING EXCESS TAXES			
State Aid		Increase	2022-23
Property Taxes net of in-lieu	1.06%	1,606,734	152,950,732
Charter in-lieu Taxes	0.00%	-	24,589,819
LCFF pre COE, Choice, Supp	0.00%	-	-
	0.91%	1,606,734	177,540,551

**2019-20 Estimated Cash Flow Report as of November 30, 2019 - 1st Interim Budget**

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	1st Interim Budget
	July	August	Sept	October	November	December	January	February	March	April	May	June	Total						
<b>Beg Cash Balance</b>	\$28,770,187	\$28,443,269	\$16,468,246	\$19,688,165	\$9,183,829	\$10,181,915	\$28,279,511	\$25,575,385	\$23,484,406	\$26,255,920	\$30,080,211	\$23,584,313							
<b>Revenue:</b>																			
State Apportionment*	\$ 6,187,014	\$ 6,187,014	\$ 11,136,627	\$ 11,136,627	\$ 11,136,627	\$ 11,136,627	\$ 11,136,627	\$ 10,980,000	\$ 10,980,000	\$ 10,980,000	\$ 10,980,000	\$ 11,158,347	\$ 123,135,510	\$ 123,135,510	\$ 123,135,510	\$ 123,135,510	\$ 123,135,510	\$ 123,135,510	\$ 123,135,510
EPA	\$ -	\$ -	\$ 6,397,962	\$ -	\$ -	\$ 5,583,186	\$ -	\$ -	\$ 6,068,680	\$ -	\$ -	\$ 6,224,893	\$ 24,274,721	\$ 24,274,721	\$ 24,274,721	\$ 24,274,721	\$ 24,274,721	\$ 24,274,721	\$ 24,274,721
Property Tax	\$ 302,874	\$ 8,242	\$ -	\$ 116,120	\$ 787,944	\$ 12,859,976	\$ 554,466	\$ -	\$ 131,452	\$ 8,287,771	\$ 330,057	\$ 1,210,913	\$ 24,589,816	\$ 24,589,816	\$ 24,589,816	\$ 24,589,816	\$ 24,589,816	\$ 24,589,816	\$ 24,589,816
Apportionment Transfers	\$ -	\$ -	\$ -	\$ (1,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,000,000)	\$ (1,000,000)	\$ (1,000,000)	\$ (1,000,000)	\$ (1,000,000)	\$ (1,000,000)	\$ (1,000,000)
Federal	\$ 217,977	\$ 4,025	\$ 200,764	\$ 987,426	\$ 24,631	\$ 2,120,393	\$ -	\$ 218,000	\$ 836,651	\$ 663,387	\$ 715,541	\$ 6,482,919	\$ 12,471,714	\$ 12,471,714	\$ 12,471,714	\$ 12,471,714	\$ 12,471,714	\$ 12,471,714	\$ 12,471,714
Other State	\$ 25,155	\$ 594,604	\$ 1,275,441	\$ (653,957)	\$ 2,734,883	\$ 1,687,612	\$ 189,640	\$ 268,804	\$ 2,415,099	\$ 549,377	\$ 526,222	\$ 1,773,871	\$ 19,431,348	\$ 19,431,348	\$ 19,431,348	\$ 19,431,348	\$ 19,431,348	\$ 19,431,348	\$ 19,431,348
Local	\$ 1,241,749	\$ 368,181	\$ 7,015,939	\$ 1,054,796	\$ 691,026	\$ 651,692	\$ 673,587	\$ 668,736	\$ 609,665	\$ 732,883	\$ 694,165	\$ 747,249	\$ 8,826,168	\$ 8,826,168	\$ 8,826,168	\$ 8,826,168	\$ 8,826,168	\$ 8,826,168	\$ 8,826,168
Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue</b>	\$ 7,974,770	\$ 7,162,065	\$ 19,712,333	\$ 11,641,012	\$ 15,375,110	\$ 34,039,486	\$ 12,554,320	\$ 12,135,541	\$ 21,041,548	\$ 21,213,419	\$ 13,245,985	\$ 27,598,192	\$ 211,729,277	\$ 211,729,277	\$ 211,729,277	\$ 211,729,277	\$ 211,729,277	\$ 211,729,277	\$ 211,729,277

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
	July	August	Sept	October	November	December	January	February	March	April	May	June	Total						
<b>Expenditures:</b>																			
Certificated Salaries	\$ 180,038	\$ 8,718,334	\$ 6,967,104	\$ 7,802,179	\$ 7,936,610	\$ 7,802,179	\$ 7,877,447	\$ 7,877,447	\$ 7,936,610	\$ 7,966,491	\$ 7,936,610	\$ 7,828,984	\$ 86,830,032	\$ 86,830,032	\$ 86,830,032	\$ 86,830,032	\$ 86,830,032	\$ 86,830,032	\$ 86,830,032
Classified Salaries	\$ 1,155,084	\$ 2,582,039	\$ 2,628,767	\$ 2,548,416	\$ 2,574,157	\$ 2,521,276	\$ 2,622,663	\$ 2,556,561	\$ 2,666,301	\$ 2,631,186	\$ 2,522,604	\$ 3,038,848	\$ 30,047,892	\$ 30,047,892	\$ 30,047,892	\$ 30,047,892	\$ 30,047,892	\$ 30,047,892	\$ 30,047,892
Benefits	\$ 623,300	\$ 5,012,503	\$ 3,886,399	\$ 3,286,430	\$ 4,101,073	\$ 4,096,541	\$ 4,101,073	\$ 4,196,541	\$ 4,196,541	\$ 4,235,883	\$ 4,763,237	\$ 12,225,022	\$ 54,724,544	\$ 54,724,544	\$ 54,724,544	\$ 54,724,544	\$ 54,724,544	\$ 54,724,544	\$ 54,724,544
Books & Supplies	\$ 111,036	\$ 2,168,906	\$ 300,153	\$ 590,047	\$ 292,847	\$ 571,746	\$ 891,510	\$ 780,012	\$ 904,714	\$ 1,160,586	\$ 1,207,348	\$ 7,959,631	\$ 16,938,534	\$ 16,938,534	\$ 16,938,534	\$ 16,938,534	\$ 16,938,534	\$ 16,938,534	\$ 16,938,534
Services & Operating	\$ 528,934	\$ 667,764	\$ 3,181,707	\$ 1,987,877	\$ 2,519,319	\$ 2,041,171	\$ 2,289,997	\$ 2,149,870	\$ 2,127,467	\$ 2,272,081	\$ 3,535,539	\$ 4,762,655	\$ 28,064,382	\$ 28,064,382	\$ 28,064,382	\$ 28,064,382	\$ 28,064,382	\$ 28,064,382	\$ 28,064,382
Capital Outlay	\$ -	\$ 43,932	\$ -	\$ 10,150	\$ 37,576	\$ -	\$ 69,401	\$ 84,877	\$ 138,854	\$ 226,700	\$ 313,568	\$ 745,158	\$ 1,670,217	\$ 1,670,217	\$ 1,670,217	\$ 1,670,217	\$ 1,670,217	\$ 1,670,217	\$ 1,670,217
Other Outgo	\$ 311,565	\$ 30,442	\$ 1,254,796	\$ (1,045,204)	\$ 54,796	\$ 52,189	\$ 824,994	\$ 56,769	\$ 394,967	\$ 56,769	\$ 256,769	\$ 317,345	\$ 2,566,197	\$ 2,566,197	\$ 2,566,197	\$ 2,566,197	\$ 2,566,197	\$ 2,566,197	\$ 2,566,197
<b>Total Expenses</b>	\$ 2,909,958	\$ 19,223,920	\$ 18,218,927	\$ 15,179,894	\$ 17,516,378	\$ 17,085,101	\$ 18,677,074	\$ 17,702,077	\$ 18,365,453	\$ 18,549,696	\$ 20,535,676	\$ 36,877,643	\$ 220,841,798	\$ 220,841,798	\$ 220,841,798	\$ 220,841,798	\$ 220,841,798	\$ 220,841,798	\$ 220,841,798

Net Monthly	\$ 5,064,812	\$ (12,061,855)	\$ 1,493,406	\$ (3,538,882)	\$ (2,114,267)	\$ 16,954,385	\$ (6,122,755)	\$ (5,566,536)	\$ 2,676,095	\$ 2,663,723	\$ (7,289,691)	\$ (9,279,452)							
<b>Prior Year Transactions:</b>																			
PY Audit Adjustment	\$ (832,342)	\$ 228,632	\$ 1,104,147	\$ 225,415	\$ 2,419,688	\$ 166,744	\$ 2,472,709	\$ 2,864,828	\$ (500,605)	\$ 544,486	\$ 204,957	\$ 3,223,956	\$ 12,122,613	\$ 12,122,613	\$ 12,122,613	\$ 12,122,613	\$ 12,122,613	\$ 12,122,613	\$ 12,122,613
Accounts Receivable	\$ 4,559,389	\$ 141,800	\$ (622,366)	\$ 7,190,869	\$ (878,729)	\$ (976,467)	\$ (945,920)	\$ (610,729)	\$ (596,025)	\$ (616,083)	\$ (588,836)	\$ 4,660,192	\$ 10,717,095	\$ 10,717,095	\$ 10,717,095	\$ 10,717,095	\$ 10,717,095	\$ 10,717,095	\$ 10,717,095
Accounts Payable*	\$ (5,391,731)	\$ 86,832	\$ 1,726,513	\$ (6,965,454)	\$ 3,139,353	\$ 1,743,211	\$ 3,418,629	\$ 3,475,557	\$ 95,419	\$ 1,160,568	\$ 793,793	\$ (1,436,236)	\$ 1,405,519	\$ 1,405,519	\$ 1,405,519	\$ 1,405,519	\$ 1,405,519	\$ 1,405,519	\$ 1,405,519
<b>Net Prior Year</b>																			

<b>Net Monthly Increase/(Decrease)*</b>	\$ (326,919)	\$ (11,875,023)	\$ 3,219,919	\$ (10,504,336)	\$ 998,086	\$ 18,097,596	\$ (2,704,126)	\$ (2,090,978)	\$ 2,771,514	\$ 3,824,291	\$ (6,495,898)	\$ (10,715,688)							
<b>Tran Activity</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Ending Cash</b>	\$28,443,269	\$16,468,246	\$19,688,165	\$9,183,829	\$10,181,915	\$28,279,511	\$25,575,385	\$23,484,406	\$26,255,920	\$30,080,211	\$23,584,313	\$12,868,626							

2019-20 General Fund **Unrestricted Balance** Summary Comparison  
 Explanation of Changes from Original Budget

Object	Original Budget	1st Interim	Difference	Explanation
<b>Revenue:</b>				
8010-8099	\$ 170,226,857	\$ 171,042,960	\$ 816,103	Increase due to increased Unduplicated Pupil Percentage
8100-8299	\$ -	\$ -	\$ -	
8300-8599	\$ 3,337,814	\$ 5,911,676	\$ 2,573,862	Received \$2.5 million Special Education Early Intervention PreK Grant
8600-8799	\$ 1,441,586	\$ 2,036,537	\$ 594,951	Received \$400,000 Workers Comp rebate from VCSSFA
<b>Expenditures:</b>				
1000-1999	\$ 67,993,349	\$ 68,335,656	\$ 342,307	Reflects cost of 2018-19 salary increase, not included in Adopted Budget
2000-2999	\$ 19,217,297	\$ 20,044,519	\$ 827,222	Addition of 6 new Classified positions. Reflects cost of 2018-19 salary increase. Includes vacation payoffs.
3000-3999	\$ 31,537,058	\$ 36,733,687	\$ 5,196,629	Adjustment for new positions and salary increases. Adopted Budget did not fully reflect all the positions that include District-paid H&W benefits (accounts for \$4m). Budget corrections for extra help hours now include related fringe benefits.
4000-4999	\$ 8,258,018	\$ 7,618,460	\$ (639,558)	Budget transfers in sites and departments, from Supplies to Services.
5000-5999	\$ 14,919,985	\$ 16,633,211	\$ 1,713,226	Increase in attorney fees related to Special Education class action settlement (\$1m). Budget transfers in sites and departments, from Supplies to Services.
6000-6999	\$ 1,432,835	\$ 1,489,489	\$ 56,654	Vehicle replacement, District Warehouse.
7100-7499	\$ 3,091,734	\$ 3,101,934	\$ 10,200	Increase in cost of VCOE tuition.
7300-7399	\$ (1,112,563)	\$ (1,407,477)	\$ 294,914	Increase in Indirect Costs due to increase in budgeted expenditures.
7600-7629	\$ 1,830,606	\$ 330,606	\$ (1,500,000)	Contribution to Deferred Maintenance moved to revenue account line (\$1m). Decrease in contribution to Child Nutrition Fund (\$500,000).
898-1-1999	\$ (30,514,744)	\$ (34,440,149)	\$ 3,925,405	Increase in contribution to Special Education.

2019-20 General Fund **Restricted Balance** Summary Comparison  
Explanation of Changes from Original Budget

Object	Original Budget	1st Interim	Difference	Explanation
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**Revenue:**

8010-8099	\$ -	\$ -	\$ -	
8100-8299	\$ 8,659,991	\$ 12,471,714	\$ 3,811,723	Recognize prior year carryover of Federal revenue, and increased Title funding.
8300-8599	\$ 4,672,503	\$ 5,475,075	\$ 802,572	Increase in ASES funding of \$269,48. Recognize LPSBG one-time funding of \$564,592.
8600-8799	\$ 6,744,136	\$ 6,789,631	\$ 45,495	Increases in Local revenues such as VC Innovates, safety credit funds, and higher interest rates.

**Expenditures:**

1000-1999	\$ 15,655,705	\$ 18,494,376	\$ 2,838,671	Addition of 23 new Special Ed certificated positions, totaling \$1.5m. Reflects cost of 2018-19 salary increase, not included in Adopted Budget.
2000-2999	\$ 10,090,607	\$ 10,003,373	\$ (87,234)	Reflects Classified staff costs moved from Restricted to Unrestricted funding.
3000-3999	\$ 8,598,111	\$ 9,946,260	\$ 1,348,149	Adjustment for new positions and salary increases.
4000-4999	\$ 5,642,845	\$ 9,320,074	\$ 3,677,229	Increase of budgeted expenditures that correlates to increased Federal revenue.
5000-5999	\$ 9,777,986	\$ 11,431,171	\$ 1,653,185	Increase of budgeted expenditures that correlates to increased Federal revenue.
6000-6999	\$ 235,008	\$ 180,728	\$ (54,280)	Reduction in equipment replacement.
7100-7499	\$ -	\$ -	\$ -	
7300-7399	\$ 591,112	\$ 871,740	\$ 280,628	Increase in Indirect Costs due to increase in budgeted expenditures.
7600-7629	\$ -	\$ -	\$ -	
8980-8999	\$ 30,514,744	\$ 34,440,149	\$ 3,925,405	Increase in contribution to Special Education.

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	170,226,857.00	170,226,857.00	40,472,479.72	171,042,960.00	816,103.00	0.5%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	3,337,814.00	3,337,814.00	145,187.30	5,911,676.00	2,573,862.00	77.1%
4) Other Local Revenue		8600-8799	1,441,586.00	1,441,586.00	1,281,595.18	2,036,537.00	594,951.00	41.3%
5) TOTAL, REVENUES			175,006,257.00	175,006,257.00	41,899,262.20	178,991,173.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	67,993,349.00	67,993,349.00	18,749,402.56	68,335,656.00	(342,307.00)	-0.5%
2) Classified Salaries		2000-2999	19,217,297.00	19,217,297.00	6,102,873.05	20,044,519.00	(827,222.00)	-4.3%
3) Employee Benefits		3000-3999	31,537,058.00	31,537,058.00	10,025,312.77	36,733,687.00	(5,196,629.00)	-16.5%
4) Books and Supplies		4000-4999	8,258,018.00	8,286,175.00	562,375.68	7,618,460.00	667,715.00	8.1%
5) Services and Other Operating Expenditures		5000-5999	14,919,985.00	14,919,985.00	4,684,796.27	16,633,211.00	(1,713,226.00)	-11.5%
6) Capital Outlay		6000-6999	1,432,835.00	1,432,835.00	43,931.75	1,489,489.00	(56,654.00)	-4.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	3,091,734.00	3,091,734.00	451,599.33	3,101,934.00	(10,200.00)	-0.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,112,563.00)	(1,112,563.00)	(436.03)	(1,407,477.00)	294,914.00	-26.5%
9) TOTAL, EXPENDITURES			145,337,713.00	145,365,870.00	40,819,855.38	152,549,479.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			29,668,544.00	29,640,387.00	1,279,406.82	26,441,694.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,830,606.00	1,830,606.00	100,000.00	330,606.00	1,500,000.00	81.9%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(30,514,744.00)	(30,514,744.00)	0.00	(34,440,149.00)	(3,925,405.00)	12.9%
4) TOTAL, OTHER FINANCING SOURCES/USES			(32,345,350.00)	(32,345,350.00)	(100,000.00)	(34,770,755.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,676,806.00)	(2,704,963.00)	1,179,406.82	(8,329,061.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	15,507,327.00	15,507,327.00		16,562,120.00	1,054,793.00	6.8%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,507,327.00	15,507,327.00		16,562,120.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,507,327.00	15,507,327.00		16,562,120.00		
2) Ending Balance, June 30 (E + F1e)			12,830,521.00	12,802,364.00		8,233,059.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		20,000.00		
Stores		9712	0.00	0.00		100,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	5,162,967.00	3,162,967.00		156,278.00		
1617 1x funds dedicated construction	0000	9780	1,412,835.00					
Textbook set-aside	0000	9780	1,600,000.00					
Bus replacement	0000	9780	150,000.00					
Negotiated salary increase (not budget)	0000	9780	2,000,000.00					
Assigned balance - Unrestricted Lottery	1100	9780	132.00					
1617 1x funds dedicated construction	0000	9780		1,412,835.00				
Textbook set-aside	0000	9780		1,600,000.00				
Bus replacement	0000	9780		150,000.00				
Assigned balance - Unrestricted Lottery	1100	9780		132.00				
	1100	9780						
Bus replacement	0000	9780				150,000.00		
Assigned balance - EPA	1400	9780				6,278.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		6,393,834.00		
Unassigned/Unappropriated Amount		9790	7,667,554.00	9,639,397.00		1,562,947.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment State Aid - Current Year		8011	121,085,598.00	121,085,598.00	34,647,282.00	123,172,142.00	2,086,544.00	1.7%
Education Protection Account State Aid - Current Year		8012	22,726,934.00	22,726,934.00	6,397,962.00	24,280,999.00	1,554,065.00	6.8%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	166,574.00	166,574.00	0.00	164,312.00	(2,262.00)	-1.4%
Timber Yield Tax		8022	0.00	0.00	0.00	3.00	3.00	New
Other Subventions/In-Lieu Taxes		8029	6,593.00	6,593.00	7,346.21	6,793.00	200.00	3.0%
County & District Taxes Secured Roll Taxes		8041	23,939,136.00	23,939,136.00	0.00	22,892,313.00	(1,046,823.00)	-4.4%
Unsecured Roll Taxes		8042	472,658.00	472,658.00	0.00	524,353.00	51,695.00	10.9%
Prior Years' Taxes		8043	88,152.00	88,152.00	73,036.47	68,901.00	(19,251.00)	-21.8%
Supplemental Taxes		8044	738,192.00	738,192.00	240,257.48	714,129.00	(24,063.00)	-3.3%
Education Revenue Augmentation Fund (ERAF)		8045	1,003,020.00	1,003,020.00	106,595.56	219,015.00	(784,005.00)	-78.2%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>170,226,857.00</b>	<b>170,226,857.00</b>	<b>41,472,479.72</b>	<b>172,042,960.00</b>	<b>1,816,103.00</b>	<b>1.1%</b>
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	(1,000,000.00)	(1,000,000.00)	(1,000,000.00)	New
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>170,226,857.00</b>	<b>170,226,857.00</b>	<b>40,472,479.72</b>	<b>171,042,960.00</b>	<b>816,103.00</b>	<b>0.5%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290						
Other NCLB / Every Student Succeeds Act		8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement - Prior Years	6360	8319						
Special Education Master Plan - Current Year	6500	8311						
Special Education Master Plan - Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	503,867.00	503,867.00	0.00	503,867.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	2,460,765.00	2,460,765.00	42,062.42	2,502,827.00	42,062.00	1.7%
Tax Relief Subventions - Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
Quality Education Investment Act	7400	8590						
All Other State Revenue	All Other	8590	373,182.00	373,182.00	103,124.88	2,904,982.00	2,531,800.00	678.4%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>3,337,814.00</b>	<b>3,337,814.00</b>	<b>145,187.30</b>	<b>5,911,676.00</b>	<b>2,573,862.00</b>	<b>77.1%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	9,100.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	55,000.00	55,000.00	12,711.82	55,000.00	0.00	0.0%
Interest		8660	350,000.00	350,000.00	20,387.16	350,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	1,036,586.00	1,036,586.00	1,239,396.20	1,631,537.00	594,951.00	57.4%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>1,441,586.00</b>	<b>1,441,586.00</b>	<b>1,281,595.18</b>	<b>2,036,537.00</b>	<b>594,951.00</b>	<b>41.3%</b>
<b>TOTAL, REVENUES</b>			<b>175,006,257.00</b>	<b>175,006,257.00</b>	<b>41,899,262.20</b>	<b>178,991,173.00</b>	<b>3,984,916.00</b>	<b>1394</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	57,009,636.00	57,009,636.00	15,547,227.26	56,894,606.00	115,030.00	0.2%
Certificated Pupil Support Salaries		1200	5,445,711.00	5,445,711.00	1,537,016.17	5,632,560.00	(186,849.00)	-3.4%
Certificated Supervisors' and Administrators' Salaries		1300	5,513,002.00	5,513,002.00	1,665,159.13	5,808,490.00	(295,488.00)	-5.4%
Other Certificated Salaries		1900	25,000.00	25,000.00	0.00	0.00	25,000.00	100.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>67,993,349.00</b>	<b>67,993,349.00</b>	<b>18,749,402.56</b>	<b>68,335,656.00</b>	<b>(342,307.00)</b>	<b>-0.5%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	1,090,104.00	1,090,104.00	307,115.61	1,028,308.00	61,796.00	5.7%
Classified Support Salaries		2200	5,194,560.00	5,194,560.00	1,683,315.58	5,340,435.00	(145,875.00)	-2.8%
Classified Supervisors' and Administrators' Salaries		2300	1,603,965.00	1,603,965.00	543,647.52	1,713,351.00	(109,386.00)	-6.8%
Clerical, Technical and Office Salaries		2400	7,856,277.00	7,856,277.00	2,611,835.11	8,180,231.00	(323,954.00)	-4.1%
Other Classified Salaries		2900	3,472,391.00	3,472,391.00	956,959.23	3,782,194.00	(309,803.00)	-8.9%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>19,217,297.00</b>	<b>19,217,297.00</b>	<b>6,102,873.05</b>	<b>20,044,519.00</b>	<b>(827,222.00)</b>	<b>-4.3%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	10,530,192.00	10,530,192.00	3,078,401.53	11,390,302.00	(860,110.00)	-8.2%
PERS		3201-3202	4,464,328.00	4,464,328.00	1,281,084.96	4,480,223.00	(15,895.00)	-0.4%
OASDI/Medicare/Alternative		3301-3302	2,418,070.00	2,418,070.00	750,467.92	2,591,889.00	(173,819.00)	-7.2%
Health and Welfare Benefits		3401-3402	8,172,916.00	8,172,916.00	3,425,420.27	12,206,121.00	(4,033,205.00)	-49.3%
Unemployment Insurance		3501-3502	40,472.00	40,472.00	12,049.00	43,318.00	(2,846.00)	-7.0%
Workers' Compensation		3601-3602	1,859,725.00	1,859,725.00	498,705.99	1,799,447.00	60,278.00	3.2%
OPEB, Allocated		3701-3702	3,237,312.00	3,237,312.00	952,110.20	3,408,344.00	(171,032.00)	-5.3%
OPEB, Active Employees		3751-3752	0.00	0.00	0.90	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	814,043.00	814,043.00	27,072.00	814,043.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>31,537,058.00</b>	<b>31,537,058.00</b>	<b>10,025,312.77</b>	<b>36,733,687.00</b>	<b>(5,196,629.00)</b>	<b>-16.5%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	1,700,000.00	1,700,000.00	0.00	0.00	1,700,000.00	100.0%
Books and Other Reference Materials		4200	3,000.00	31,157.00	2,001.91	112,261.00	(81,104.00)	-260.3%
Materials and Supplies		4300	6,164,718.00	6,164,718.00	508,672.83	6,945,250.00	(780,532.00)	-12.7%
Noncapitalized Equipment		4400	390,300.00	390,300.00	51,700.94	560,949.00	(170,649.00)	-43.7%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>8,258,018.00</b>	<b>8,286,175.00</b>	<b>562,375.68</b>	<b>7,618,460.00</b>	<b>667,715.00</b>	<b>8.1%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	4,050,000.00	4,050,000.00	240,710.68	4,608,000.00	(558,000.00)	-13.8%
Travel and Conferences		5200	343,442.00	343,442.00	92,083.79	356,497.00	(13,055.00)	-3.8%
Dues and Memberships		5300	110,310.00	110,310.00	92,669.89	61,090.00	49,220.00	44.6%
Insurance		5400-5450	756,684.00	756,684.00	1,349,572.00	1,358,668.00	(601,984.00)	-79.6%
Operations and Housekeeping Services		5500	2,775,000.00	2,775,000.00	944,293.72	2,776,700.00	(1,700.00)	-0.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	643,006.00	643,006.00	100,382.50	741,149.00	(98,143.00)	-15.3%
Transfers of Direct Costs		5710	(129,505.00)	(129,505.00)	(15,344.60)	(162,689.00)	33,184.00	-25.6%
Transfers of Direct Costs - Interfund		5750	(1,227.00)	(1,227.00)	(6,691.84)	(11,854.00)	10,627.00	-866.1%
Professional/Consulting Services and Operating Expenditures		5800	5,798,705.00	5,798,705.00	1,797,113.76	6,343,448.00	(544,743.00)	-9.4%
Communications		5900	573,570.00	573,570.00	90,006.37	562,202.00	11,368.00	2.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>14,919,985.00</b>	<b>14,919,985.00</b>	<b>4,684,796.27</b>	<b>16,633,211.00</b>	<b>(1,713,226.00)</b>	<b>-11.5%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	16,500.00	(16,500.00)	New
Buildings and Improvements of Buildings		6200	1,412,835.00	1,412,835.00	0.00	1,412,835.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	20,000.00	20,000.00	43,931.75	60,154.00	(40,154.00)	-200.8%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>1,432,835.00</b>	<b>1,432,835.00</b>	<b>43,931.75</b>	<b>1,489,489.00</b>	<b>(56,654.00)</b>	<b>-4.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	146,257.00	146,257.00	0.00	146,257.00	0.00	0.0%
Payments to County Offices		7142	2,381,477.00	2,381,477.00	170,476.00	2,381,477.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	270,000.00	270,000.00	130,206.88	270,000.00	0.00	0.0%
Other Debt Service - Principal		7439	294,000.00	294,000.00	150,916.45	304,200.00	(10,200.00)	-3.5%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>3,091,734.00</b>	<b>3,091,734.00</b>	<b>451,599.33</b>	<b>3,101,934.00</b>	<b>(10,200.00)</b>	<b>-0.3%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	(591,112.00)	(591,112.00)	(436.03)	(871,740.00)	280,628.00	-47.5%
Transfers of Indirect Costs - Interfund		7350	(521,451.00)	(521,451.00)	0.00	(535,737.00)	14,286.00	-2.7%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(1,112,563.00)</b>	<b>(1,112,563.00)</b>	<b>(436.03)</b>	<b>(1,407,477.00)</b>	<b>294,914.00</b>	<b>-26.5%</b>
<b>TOTAL, EXPENDITURES</b>			<b>145,337,713.00</b>	<b>145,365,870.00</b>	<b>40,619,855.38</b>	<b>152,549,479.00</b>	<b>(7,183,609.00)</b>	<b>-4.9%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	100,000.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	830,606.00	830,606.00	0.00	330,606.00	500,000.00	60.2%
Other Authorized Interfund Transfers Out		7619	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>1,830,606.00</b>	<b>1,830,606.00</b>	<b>100,000.00</b>	<b>330,606.00</b>	<b>1,500,000.00</b>	<b>81.9%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Proceeds</b>								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	(30,514,744.00)	(30,514,744.00)	0.00	(34,440,149.00)	(3,925,405.00)	12.9%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>(30,514,744.00)</b>	<b>(30,514,744.00)</b>	<b>0.00</b>	<b>(34,440,149.00)</b>	<b>(3,925,405.00)</b>	<b>12.9%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> <b>(a - b + c - d + e)</b>			<b>(32,345,350.00)</b>	<b>(32,345,350.00)</b>	<b>(100,000.00)</b>	<b>(34,770,755.00)</b>	<b>(2,425,405.00)</b>	<b>7.5%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	8,659,991.00	8,659,991.00	1,410,191.83	12,471,714.00	3,811,723.00	44.0%
3) Other State Revenue		8300-8599	4,672,503.00	4,672,503.00	1,096,055.33	5,475,075.00	802,572.00	17.2%
4) Other Local Revenue		8600-8799	6,744,136.00	6,744,136.00	2,084,670.19	6,789,631.00	45,495.00	0.7%
5) TOTAL, REVENUES			20,076,630.00	20,076,630.00	4,590,917.35	24,736,420.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	15,655,705.00	15,655,705.00	4,918,247.26	18,494,376.00	(2,838,671.00)	-18.1%
2) Classified Salaries		2000-2999	10,090,607.00	10,090,607.00	2,811,433.46	10,003,373.00	87,234.00	0.9%
3) Employee Benefits		3000-3999	8,598,111.00	8,598,111.00	2,783,324.69	9,946,260.00	(1,348,149.00)	-15.7%
4) Books and Supplies		4000-4999	5,642,845.00	5,992,145.00	2,607,765.29	9,320,074.00	(3,327,929.00)	-55.5%
5) Services and Other Operating Expenditures		5000-5999	9,777,986.00	9,777,986.00	1,680,126.81	11,431,171.00	(1,653,185.00)	-16.9%
6) Capital Outlay		6000-6999	235,008.00	235,008.00	10,149.96	180,728.00	54,280.00	23.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	591,112.00	591,112.00	436.03	871,740.00	(280,628.00)	-47.5%
9) TOTAL, EXPENDITURES			50,591,374.00	50,940,674.00	14,811,483.50	60,247,722.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(30,514,744.00)	(30,864,044.00)	(10,220,566.15)	(35,511,302.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	30,514,744.00	30,514,744.00	0.00	34,440,149.00	3,925,405.00	12.9%
4) TOTAL, OTHER FINANCING SOURCES/USES			30,514,744.00	30,514,744.00	0.00	34,440,149.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	(349,300.00)	(10,220,566.15)	(1,071,153.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,822,192.00	1,822,192.00		3,919,887.00	2,097,695.00	115.1%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,822,192.00	1,822,192.00		3,919,887.00		
d) Other Restatements		9795	0.00	0.00		(159,063.00)	(159,063.00)	New
e) Adjusted Beginning Balance (F1c + F1d)			1,822,192.00	1,822,192.00		3,760,824.00		
2) Ending Balance, June 30 (E + F1e)			1,822,192.00	1,472,892.00		2,689,671.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			1,822,192.00	1,658,684.00		2,689,671.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	(185,792.00)		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,120,000.00	3,120,000.00	6,757.41	3,126,757.00	6,757.00	0.2%
Special Education Discretionary Grants		8182	128,430.00	128,430.00	0.00	137,430.00	9,000.00	7.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	3,622,300.00	3,622,300.00	580,919.28	6,316,294.00	2,693,994.00	74.4%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	481,952.00	481,952.00	435,367.00	700,046.00	218,094.00	45.3%

1400

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	28,444.00	28,444.00	6,034.60	37,989.00	9,545.00	33.6%
Title III, Part A, English Learner Program	4203	8290	821,189.00	821,189.00	157,674.98	1,374,807.00	553,618.00	67.4%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290	256,935.00	256,935.00	178,341.00	733,294.00	476,359.00	185.4%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	200,741.00	200,741.00	45,097.56	45,097.00	(155,644.00)	-77.5%
<b>TOTAL, FEDERAL REVENUE</b>			<b>8,659,991.00</b>	<b>8,659,991.00</b>	<b>1,410,191.83</b>	<b>12,471,714.00</b>	<b>3,811,723.00</b>	<b>44.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	350,828.00	350,828.00	104,270.00	350,828.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materi:		8560	863,712.00	863,712.00	83,295.21	947,007.00	83,295.00	9.6%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	2,943,183.00	2,943,183.00	11,391.64	3,224,059.00	280,876.00	9.5%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	66,345.00	66,345.00	0.00	47,188.00	(19,157.00)	-28.9%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	448,435.00	448,435.00	897,098.48	905,993.00	457,558.00	102.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>4,672,503.00</b>	<b>4,672,503.00</b>	<b>1,096,055.33</b>	<b>5,475,075.00</b>	<b>802,572.00</b>	<b>17.2%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	3,714.00	3,714.00	0.00	4,214.00	500.00	13.5%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustme		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	71,578.00	71,578.00	36,900.19	116,573.00	44,995.00	62.9%
Tuition		8710	9,000.00	9,000.00	0.00	9,000.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	6,659,844.00	6,659,844.00	2,047,770.00	6,659,844.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>6,744,136.00</b>	<b>6,744,136.00</b>	<b>2,084,670.19</b>	<b>6,789,631.00</b>	<b>45,495.00</b>	<b>0.7%</b>
<b>TOTAL, REVENUES</b>			<b>20,076,630.00</b>	<b>20,076,630.00</b>	<b>4,590,917.35</b>	<b>24,736,420.00</b>	<b>4,659,790.00</b>	<b>23.2%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	10,191,000.00	10,191,000.00	3,089,782.69	12,292,604.00	(2,101,604.00)	-20.6%
Certificated Pupil Support Salaries		1200	4,232,022.00	4,232,022.00	1,358,726.01	4,722,821.00	(490,799.00)	-11.6%
Certificated Supervisors' and Administrators' Salaries		1300	916,569.00	916,569.00	348,327.50	1,055,563.00	(138,994.00)	-15.2%
Other Certificated Salaries		1900	316,114.00	316,114.00	121,411.06	423,388.00	(107,274.00)	-33.9%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>15,655,705.00</b>	<b>15,655,705.00</b>	<b>4,918,247.26</b>	<b>18,494,376.00</b>	<b>(2,838,671.00)</b>	<b>-18.1%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	5,941,280.00	5,941,280.00	1,484,427.88	5,869,347.00	71,933.00	1.2%
Classified Support Salaries		2200	2,365,498.00	2,365,498.00	796,209.09	2,411,278.00	(45,780.00)	-1.9%
Classified Supervisors' and Administrators' Salaries		2300	466,981.00	466,981.00	89,915.97	393,159.00	73,822.00	15.8%
Clerical, Technical and Office Salaries		2400	936,325.00	936,325.00	324,443.17	938,995.00	(2,670.00)	-0.3%
Other Classified Salaries		2900	380,523.00	380,523.00	116,437.35	390,594.00	(10,071.00)	-2.6%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>10,090,607.00</b>	<b>10,090,607.00</b>	<b>2,811,433.46</b>	<b>10,003,373.00</b>	<b>87,234.00</b>	<b>0.9%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	2,325,332.00	2,325,332.00	764,021.17	2,726,811.00	(401,479.00)	-17.3%
PERS		3201-3202	2,190,735.00	2,190,735.00	610,317.61	2,152,542.00	38,193.00	1.7%
OASDI/Medicare/Alternative		3301-3302	973,289.00	973,289.00	301,296.82	1,049,632.00	(76,343.00)	-7.8%
Health and Welfare Benefits		3401-3402	1,803,089.00	1,803,089.00	730,026.39	2,664,556.00	(861,467.00)	-47.8%
Unemployment Insurance		3501-3502	11,794.00	11,794.00	3,752.25	12,967.00	(1,173.00)	-9.9%
Workers' Compensation		3601-3602	540,918.00	540,918.00	155,487.22	539,971.00	947.00	0.2%
OPEB, Allocated		3701-3702	752,954.00	752,954.00	218,423.23	799,781.00	(46,827.00)	-6.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>8,598,111.00</b>	<b>8,598,111.00</b>	<b>2,783,324.69</b>	<b>9,946,260.00</b>	<b>(1,348,149.00)</b>	<b>-15.7%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	863,712.00	863,712.00	247,717.44	613,712.00	250,000.00	28.9%
Books and Other Reference Materials		4200	13,042.00	13,042.00	28,749.90	57,163.00	(44,121.00)	-338.3%
Materials and Supplies		4300	2,757,864.00	3,107,164.00	2,296,682.94	8,492,459.00	(5,385,295.00)	-173.3%
Noncapitalized Equipment		4400	2,008,227.00	2,008,227.00	34,615.01	156,740.00	1,851,487.00	92.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>5,642,845.00</b>	<b>5,992,145.00</b>	<b>2,607,765.29</b>	<b>9,320,074.00</b>	<b>(3,327,929.00)</b>	<b>-55.5%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	5,350,623.00	5,350,623.00	585,937.27	6,234,068.00	(883,445.00)	-16.5%
Travel and Conferences		5200	420,628.00	420,628.00	80,441.27	731,211.00	(310,583.00)	-73.8%
Dues and Memberships		5300	4,000.00	4,000.00	800.00	4,889.00	(889.00)	-22.2%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	12,000.00	12,000.00	185.00	12,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	241,352.00	241,352.00	29,322.67	222,250.00	19,102.00	7.9%
Transfers of Direct Costs		5710	129,505.00	129,505.00	15,344.60	162,689.00	(33,184.00)	-25.6%
Transfers of Direct Costs - Interfund		5750	37,000.00	37,000.00	7,421.05	46,000.00	(9,000.00)	-24.3%
Professional/Consulting Services and Operating Expenditures		5800	3,571,878.00	3,571,878.00	955,963.74	3,998,462.00	(426,584.00)	-11.9%
Communications		5900	11,000.00	11,000.00	4,711.21	19,602.00	(8,602.00)	-78.2%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>9,777,986.00</b>	<b>9,777,986.00</b>	<b>1,680,126.81</b>	<b>11,431,171.00</b>	<b>(1,653,185.00)</b>	<b>-16.9%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	5,261.00	(5,261.00)	New
Buildings and Improvements of Buildings		6200	8.00	8.00	0.00	0.00	8.00	100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	235,000.00	235,000.00	10,149.96	175,467.00	59,533.00	25.3%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>235,008.00</b>	<b>235,008.00</b>	<b>10,149.96</b>	<b>180,728.00</b>	<b>54,280.00</b>	<b>23.1%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
All Other Transfers	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	591,112.00	591,112.00	436.03	871,740.00	(280,628.00)	-47.5%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>591,112.00</b>	<b>591,112.00</b>	<b>436.03</b>	<b>871,740.00</b>	<b>(280,628.00)</b>	<b>-47.5%</b>
<b>TOTAL, EXPENDITURES</b>			<b>50,591,374.00</b>	<b>50,940,674.00</b>	<b>14,811,483.50</b>	<b>60,247,722.00</b>	<b>(9,307,048.00)</b>	<b>-18.3%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	30,514,744.00	30,514,744.00	0.00	34,440,149.00	3,925,405.00	12.9%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			30,514,744.00	30,514,744.00	0.00	34,440,149.00	3,925,405.00	12.9%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			30,514,744.00	30,514,744.00	0.00	34,440,149.00	(3,925,405.00)	12.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	170,226,857.00	170,226,857.00	40,472,479.72	171,042,960.00	816,103.00	0.5%
2) Federal Revenue		8100-8299	8,659,991.00	8,659,991.00	1,410,191.83	12,471,714.00	3,811,723.00	44.0%
3) Other State Revenue		8300-8599	8,010,317.00	8,010,317.00	1,241,242.63	11,386,751.00	3,376,434.00	42.2%
4) Other Local Revenue		8600-8799	8,185,722.00	8,185,722.00	3,366,265.37	8,826,168.00	640,446.00	7.8%
5) TOTAL, REVENUES			195,082,887.00	195,082,887.00	46,490,179.55	203,727,593.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	83,649,054.00	83,649,054.00	23,667,649.82	86,830,032.00	(3,180,978.00)	-3.8%
2) Classified Salaries		2000-2999	29,307,904.00	29,307,904.00	8,914,306.51	30,047,892.00	(739,988.00)	-2.5%
3) Employee Benefits		3000-3999	40,135,169.00	40,135,169.00	12,808,837.46	46,679,947.00	(6,544,778.00)	-16.3%
4) Books and Supplies		4000-4999	13,900,863.00	14,278,320.00	3,170,140.97	16,938,534.00	(2,660,214.00)	-18.6%
5) Services and Other Operating Expenditures		5000-5999	24,697,971.00	24,697,971.00	6,364,923.08	28,064,382.00	(3,366,411.00)	-13.6%
6) Capital Outlay		6000-6999	1,667,843.00	1,667,843.00	54,081.71	1,670,217.00	(2,374.00)	-0.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	3,091,734.00	3,091,734.00	451,599.33	3,101,934.00	(10,200.00)	-0.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(521,451.00)	(521,451.00)	0.00	(535,737.00)	14,286.00	-2.7%
9) TOTAL, EXPENDITURES			195,929,087.00	196,306,544.00	55,431,338.88	212,797,201.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(846,200.00)	(1,223,657.00)	(8,941,159.33)	(9,069,608.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,830,606.00	1,830,606.00	100,000.00	330,606.00	1,500,000.00	81.9%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,830,606.00)	(1,830,606.00)	(100,000.00)	(330,606.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,676,806.00)	(3,054,263.00)	(9,041,159.33)	(9,400,214.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	17,329,519.00	17,329,519.00		20,482,007.00	3,152,488.00	18.2%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			17,329,519.00	17,329,519.00		20,482,007.00		
d) Other Restatements		9795	0.00	0.00		(159,063.00)	(159,063.00)	New
e) Adjusted Beginning Balance (F1c + F1d)			17,329,519.00	17,329,519.00		20,322,944.00		
2) Ending Balance, June 30 (E + F1e)			14,652,713.00	14,275,256.00		10,922,730.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		20,000.00		
Stores		9712	0.00	0.00		100,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			1,822,192.00	1,658,684.00		2,689,671.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments			5,162,967.00	3,162,967.00		156,278.00		
1617 1x funds dedicated construction	0000	9780	1,412,835.00					
Textbook set-aside	0000	9780	1,600,000.00					
Bus replacement	0000	9780	150,000.00					
Negotiated salary increase (not budget)	0000	9780	2,000,000.00					
Assigned balance - Unrestricted Lotter	1100	9780	132.00					
1617 1x funds dedicated construction	0000	9780		1,412,835.00				
Textbook set-aside	0000	9780		1,600,000.00				
Bus replacement	0000	9780		150,000.00				
Assigned balance - Unrestricted Lotter	1100	9780		132.00				
	1100	9780						
Bus replacement	0000	9780				150,000.00		
Assigned balance - EPA	1400	9780				6,278.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		6,393,834.00		
Unassigned/Unappropriated Amount			7,667,554.00	9,453,605.00		1,562,947.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment State Aid - Current Year		8011	121,085,598.00	121,085,598.00	34,647,282.00	123,172,142.00	2,086,544.00	1.7%
Education Protection Account State Aid - Current Year		8012	22,726,934.00	22,726,934.00	6,397,962.00	24,280,999.00	1,554,065.00	6.8%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	166,574.00	166,574.00	0.00	164,312.00	(2,262.00)	-1.4%
Timber Yield Tax		8022	0.00	0.00	0.00	3.00	3.00	New
Other Subventions/In-Lieu Taxes		8029	6,593.00	6,593.00	7,346.21	6,793.00	200.00	3.0%
County & District Taxes Secured Roll Taxes		8041	23,939,136.00	23,939,136.00	0.00	22,892,313.00	(1,046,823.00)	-4.4%
Unsecured Roll Taxes		8042	472,658.00	472,658.00	0.00	524,353.00	51,695.00	10.9%
Prior Years' Taxes		8043	88,152.00	88,152.00	73,036.47	68,901.00	(19,251.00)	-21.8%
Supplemental Taxes		8044	738,192.00	738,192.00	240,257.48	714,129.00	(24,063.00)	-3.3%
Education Revenue Augmentation Fund (ERAF)		8045	1,003,020.00	1,003,020.00	106,595.56	219,015.00	(784,005.00)	-78.2%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>170,226,857.00</b>	<b>170,226,857.00</b>	<b>41,472,479.72</b>	<b>172,042,960.00</b>	<b>1,816,103.00</b>	<b>1.1%</b>
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	(1,000,000.00)	(1,000,000.00)	(1,000,000.00)	New
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>170,226,857.00</b>	<b>170,226,857.00</b>	<b>40,472,479.72</b>	<b>171,042,960.00</b>	<b>816,103.00</b>	<b>0.5%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,120,000.00	3,120,000.00	6,757.41	3,126,757.00	6,757.00	0.2%
Special Education Discretionary Grants		8182	128,430.00	128,430.00	0.00	137,430.00	9,000.00	7.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	3,622,300.00	3,622,300.00	580,919.28	6,316,294.00	2,693,994.00	74.4%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	481,952.00	481,952.00	435,367.00	700,046.00	218,094.00	45.3%

1408

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	28,444.00	28,444.00	6,034.60	37,989.00	9,545.00	33.6%
Title III, Part A, English Learner Program	4203	8290	821,189.00	821,189.00	157,674.98	1,374,807.00	553,618.00	67.4%
Public Charter Schools Grant Program (PCSCP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3080, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510,							
Other NCLB / Every Student Succeeds Act	5630	8290	256,935.00	256,935.00	178,341.00	733,294.00	476,359.00	185.4%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	200,741.00	200,741.00	45,097.56	45,097.00	(155,644.00)	-77.5%
<b>TOTAL, FEDERAL REVENUE</b>			<b>8,659,991.00</b>	<b>8,659,991.00</b>	<b>1,410,191.83</b>	<b>12,471,714.00</b>	<b>3,811,723.00</b>	<b>44.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	350,828.00	350,828.00	104,270.00	350,828.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	503,867.00	503,867.00	0.00	503,867.00	0.00	0.0%
Lottery - Unrestricted and Instructional Mater:		8560	3,324,477.00	3,324,477.00	125,357.63	3,449,834.00	125,357.00	3.8%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	2,943,183.00	2,943,183.00	11,391.64	3,224,059.00	280,876.00	9.5%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	66,345.00	66,345.00	0.00	47,188.00	(19,157.00)	-28.9%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	821,617.00	821,617.00	1,000,223.36	3,810,975.00	2,989,358.00	363.8%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>8,010,317.00</b>	<b>8,010,317.00</b>	<b>1,241,242.63</b>	<b>11,386,751.00</b>	<b>3,376,434.00</b>	<b>42.2%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	9,100.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	55,000.00	55,000.00	12,711.82	55,000.00	0.00	0.0%
Interest		8660	350,000.00	350,000.00	20,387.16	350,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	3,714.00	3,714.00	0.00	4,214.00	500.00	13.5%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,108,164.00	1,108,164.00	1,276,296.39	1,748,110.00	639,946.00	57.7%
Tuition		8710	9,000.00	9,000.00	0.00	9,000.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	6,659,844.00	6,659,844.00	2,047,770.00	6,659,844.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>8,185,722.00</b>	<b>8,185,722.00</b>	<b>3,366,265.37</b>	<b>8,826,168.00</b>	<b>640,446.00</b>	<b>7.8%</b>
<b>TOTAL, REVENUES</b>			<b>195,082,887.00</b>	<b>195,082,887.00</b>	<b>46,490,179.55</b>	<b>203,727,593.00</b>	<b>8,644,706.00</b>	<b>4.4%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	67,200,636.00	67,200,636.00	18,637,009.95	69,187,210.00	(1,986,574.00)	-3.0%
Certificated Pupil Support Salaries		1200	9,677,733.00	9,677,733.00	2,895,742.18	10,355,381.00	(677,648.00)	-7.0%
Certificated Supervisors' and Administrators' Salaries		1300	6,429,571.00	6,429,571.00	2,013,486.63	6,864,053.00	(434,482.00)	-6.8%
Other Certificated Salaries		1900	341,114.00	341,114.00	121,411.06	423,388.00	(82,274.00)	-24.1%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>83,649,054.00</b>	<b>83,649,054.00</b>	<b>23,667,649.82</b>	<b>86,830,032.00</b>	<b>(3,180,978.00)</b>	<b>-3.8%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	7,031,384.00	7,031,384.00	1,791,543.49	6,897,655.00	133,729.00	1.9%
Classified Support Salaries		2200	7,560,058.00	7,560,058.00	2,479,524.67	7,751,713.00	(191,655.00)	-2.5%
Classified Supervisors' and Administrators' Salaries		2300	2,070,946.00	2,070,946.00	633,563.49	2,106,510.00	(35,564.00)	-1.7%
Clerical, Technical and Office Salaries		2400	8,792,602.00	8,792,602.00	2,936,278.28	9,119,226.00	(326,624.00)	-3.7%
Other Classified Salaries		2900	3,852,914.00	3,852,914.00	1,073,396.58	4,172,788.00	(319,874.00)	-8.3%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>29,307,904.00</b>	<b>29,307,904.00</b>	<b>8,914,306.51</b>	<b>30,047,892.00</b>	<b>(739,988.00)</b>	<b>-2.5%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	12,855,524.00	12,855,524.00	3,842,422.70	14,117,113.00	(1,261,589.00)	-9.8%
PERS		3201-3202	6,655,063.00	6,655,063.00	1,891,402.57	6,632,765.00	22,298.00	0.3%
OASDI/Medicare/Alternative		3301-3302	3,391,359.00	3,391,359.00	1,051,764.74	3,641,521.00	(250,162.00)	-7.4%
Health and Welfare Benefits		3401-3402	9,976,005.00	9,976,005.00	4,155,446.66	14,870,677.00	(4,894,672.00)	-49.1%
Unemployment Insurance		3501-3502	52,266.00	52,266.00	15,801.25	56,285.00	(4,019.00)	-7.7%
Workers' Compensation		3601-3602	2,400,643.00	2,400,643.00	654,193.21	2,339,418.00	61,225.00	2.6%
OPEB, Allocated		3701-3702	3,990,266.00	3,990,266.00	1,170,533.43	4,208,125.00	(217,859.00)	-5.5%
OPEB, Active Employees		3751-3752	0.00	0.00	0.90	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	814,043.00	814,043.00	27,072.00	814,043.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>40,135,169.00</b>	<b>40,135,169.00</b>	<b>12,808,637.46</b>	<b>46,679,947.00</b>	<b>(6,544,778.00)</b>	<b>-16.3%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	2,563,712.00	2,563,712.00	247,717.44	613,712.00	1,950,000.00	76.1%
Books and Other Reference Materials		4200	16,042.00	44,199.00	30,751.81	169,424.00	(125,225.00)	-283.3%
Materials and Supplies		4300	8,922,582.00	9,271,882.00	2,805,355.77	15,437,709.00	(6,165,827.00)	-66.5%
Noncapitalized Equipment		4400	2,398,527.00	2,398,527.00	86,315.95	717,689.00	1,680,838.00	70.1%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>13,900,863.00</b>	<b>14,278,320.00</b>	<b>3,170,140.97</b>	<b>16,938,534.00</b>	<b>(2,660,214.00)</b>	<b>-18.6%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	9,400,623.00	9,400,623.00	826,647.95	10,842,068.00	(1,441,445.00)	-15.3%
Travel and Conferences		5200	764,070.00	764,070.00	172,525.06	1,087,708.00	(323,638.00)	-42.4%
Dues and Memberships		5300	114,310.00	114,310.00	93,469.89	65,979.00	48,331.00	42.3%
Insurance		5400-5450	756,684.00	756,684.00	1,349,572.00	1,358,668.00	(801,984.00)	-79.6%
Operations and Housekeeping Services		5500	2,787,000.00	2,787,000.00	944,478.72	2,788,700.00	(1,700.00)	-0.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	884,358.00	884,358.00	129,705.17	963,399.00	(79,041.00)	-8.9%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	35,773.00	35,773.00	729.21	34,146.00	1,627.00	4.5%
Professional/Consulting Services and Operating Expenditures		5800	9,370,583.00	9,370,583.00	2,753,077.50	10,341,910.00	(971,327.00)	-10.4%
Communications		5900	584,570.00	584,570.00	94,717.58	581,804.00	2,766.00	0.5%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>24,697,971.00</b>	<b>24,697,971.00</b>	<b>6,364,923.08</b>	<b>28,064,382.00</b>	<b>(3,366,411.00)</b>	<b>-13.6%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	21,761.00	(21,761.00)	New
Buildings and Improvements of Buildings		6200	1,412,843.00	1,412,843.00	0.00	1,412,835.00	8.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	255,000.00	255,000.00	54,081.71	235,621.00	19,379.00	7.6%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>1,667,843.00</b>	<b>1,667,843.00</b>	<b>54,081.71</b>	<b>1,670,217.00</b>	<b>(2,374.00)</b>	<b>-0.1%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	146,257.00	146,257.00	0.00	146,257.00	0.00	0.0%
Payments to County Offices		7142	2,381,477.00	2,381,477.00	170,476.00	2,381,477.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	270,000.00	270,000.00	130,206.88	270,000.00	0.00	0.0%
Other Debt Service - Principal		7439	294,000.00	294,000.00	150,916.45	304,200.00	(10,200.00)	-3.5%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>3,091,734.00</b>	<b>3,091,734.00</b>	<b>451,599.33</b>	<b>3,101,934.00</b>	<b>(10,200.00)</b>	<b>-0.3%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(521,451.00)	(521,451.00)	0.00	(535,737.00)	14,286.00	-2.7%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(521,451.00)</b>	<b>(521,451.00)</b>	<b>0.00</b>	<b>(535,737.00)</b>	<b>14,286.00</b>	<b>-2.7%</b>
<b>TOTAL, EXPENDITURES</b>			<b>195,929,087.00</b>	<b>196,306,544.00</b>	<b>55,431,338.88</b>	<b>212,797,201.00</b>	<b>(16,490,657.00)</b>	<b>-8.4%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	100,000.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	830,606.00	830,606.00	0.00	330,606.00	500,000.00	60.2%
Other Authorized Interfund Transfers Out		7619	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,830,606.00	1,830,606.00	100,000.00	330,606.00	1,500,000.00	81.9%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			(1,830,606.00)	(1,830,606.00)	(100,000.00)	(330,606.00)	(1,500,000.00)	-81.9%

<u>Resource</u>	<u>Description</u>	<u>2019-20 Projected Year Totals</u>
5640	Medi-Cal Billing Option	98,109.00
6300	Lottery: Instructional Materials	500,000.00
7510	Low-Performing Students Block Grant	611,925.00
8150	Ongoing & Major Maintenance Account (RM)	1,479,637.00
Total, Restricted Balance		<u>2,689,671.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,999,079.00	1,999,079.00	10,611.00	2,058,176.00	59,097.00	3.0%
4) Other Local Revenue		8600-8799	1,600.00	1,600.00	0.00	1,600.00	0.00	0.0%
5) TOTAL REVENUES			2,000,679.00	2,000,679.00	10,611.00	2,059,776.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,119,514.00	1,119,514.00	293,299.78	1,281,944.00	(162,430.00)	-14.5%
3) Employee Benefits		3000-3999	287,149.00	287,149.00	86,442.35	361,256.00	(74,107.00)	-25.8%
4) Books and Supplies		4000-4999	466,543.00	466,543.00	33,935.86	225,112.00	241,431.00	51.7%
5) Services and Other Operating Expenditures		5000-5999	47,338.00	47,338.00	11,441.17	102,418.00	(55,080.00)	-116.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	80,135.00	80,135.00	0.00	78,435.00	1,700.00	2.1%
9) TOTAL EXPENDITURES			2,000,679.00	2,000,679.00	425,119.16	2,049,165.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			0.00	0.00	(414,508.16)	10,611.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	100,000.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	100,000.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	(314,508.16)	10,611.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited								
		9791	3,492.00	3,492.00		213,366.00	209,874.00	6010.1%
b) Audit Adjustments								
		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,492.00	3,492.00		213,366.00		
d) Other Restatements								
		9795	0.00	0.00		159,063.00	159,063.00	New
e) Adjusted Beginning Balance (F1c + F1d)			3,492.00	3,492.00		372,429.00		
2) Ending Balance, June 30 (E + F1e)			3,492.00	3,492.00		383,040.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash								
		9711	0.00	0.00		0.00		
Stores								
		9712	0.00	0.00		0.00		
Prepaid Items								
		9713	0.00	0.00		0.00		
All Others								
		9719	0.00	0.00		0.00		
b) Restricted								
		9740	3,492.00	3,492.00		383,040.00		
c) Committed								
Stabilization Arrangements								
		9750	0.00	0.00		0.00		
Other Commitments								
		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments								
		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties								
		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount								
		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	1,999,079.00	1,999,079.00	10,611.00	2,058,176.00	59,097.00	3.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>1,999,079.00</b>	<b>1,999,079.00</b>	<b>10,611.00</b>	<b>2,058,176.00</b>	<b>59,097.00</b>	<b>3.0%</b>
<b>OTHER LOCAL REVENUE</b>								
<b>Sales</b>								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	1,600.00	1,600.00	0.00	1,600.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Fees and Contracts</b>								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Local Revenue</b>								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>1,600.00</b>	<b>1,600.00</b>	<b>0.00</b>	<b>1,600.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>2,000,679.00</b>	<b>2,000,679.00</b>	<b>10,611.00</b>	<b>2,059,776.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	1,029,053.00	1,029,053.00	202,588.32	992,274.00	36,779.00	3.6%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	15,898.00	15,898.00	36,142.96	109,663.00	(93,765.00)	-589.8%
Clerical, Technical and Office Salaries		2400	52,852.00	52,852.00	31,218.03	77,191.00	(24,339.00)	-46.1%
Other Classified Salaries		2900	21,711.00	21,711.00	23,350.47	102,816.00	(81,105.00)	-373.6%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>1,119,514.00</b>	<b>1,119,514.00</b>	<b>293,299.78</b>	<b>1,281,944.00</b>	<b>(162,430.00)</b>	<b>-14.5%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	38,585.00	38,585.00	10,132.54	38,341.00	244.00	0.6%
PERS		3201-3202	139,557.00	139,557.00	34,611.47	141,928.00	(2,371.00)	-1.7%
OASDI/Medicare/Alternative		3301-3302	70,390.00	70,390.00	18,172.05	72,895.00	(2,805.00)	-3.7%
Health and Welfare Benefits		3401-3402	9,709.00	9,709.00	13,082.01	63,849.00	(54,140.00)	-557.6%
Unemployment Insurance		3501-3502	557.00	557.00	143.47	569.00	(12.00)	-2.2%
Workers' Compensation		3601-3602	25,080.00	25,080.00	5,894.61	23,581.00	1,499.00	6.0%
OPEB, Allocated		3701-3702	3,271.00	3,271.00	4,406.20	19,993.00	(16,722.00)	-511.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>287,149.00</b>	<b>287,149.00</b>	<b>86,442.35</b>	<b>361,256.00</b>	<b>(74,107.00)</b>	<b>-25.8%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	200.00	(200.00)	New
Materials and Supplies		4300	449,043.00	449,043.00	31,522.28	207,412.00	241,631.00	53.8%
Noncapitalized Equipment		4400	17,500.00	17,500.00	2,413.58	17,500.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>466,543.00</b>	<b>466,543.00</b>	<b>33,935.86</b>	<b>225,112.00</b>	<b>241,431.00</b>	<b>51.7%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	16,513.00	16,513.00	1,402.70	50,750.00	(34,237.00)	-207.3%
Dues and Memberships		5300	3,250.00	3,250.00	0.00	5,000.00	(1,750.00)	-53.8%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	10,000.00	10,000.00	767.94	10,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	11,500.00	11,500.00	7,057.85	15,000.00	(3,500.00)	-30.4%
Professional/Consulting Services and Operating Expenditures		5800	6,075.00	6,075.00	1,936.00	19,568.00	(13,493.00)	-222.1%
Communications		5900	0.00	0.00	276.68	2,100.00	(2,100.00)	New
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>47,338.00</b>	<b>47,338.00</b>	<b>11,441.17</b>	<b>102,418.00</b>	<b>(55,080.00)</b>	<b>-116.4%</b>
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs - Interfund		7350	80,135.00	80,135.00	0.00	78,435.00	1,700.00	2.1%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>80,135.00</b>	<b>80,135.00</b>	<b>0.00</b>	<b>78,435.00</b>	<b>1,700.00</b>	<b>2.1%</b>
<b>TOTAL EXPENDITURES</b>			<b>2,000,679.00</b>	<b>2,000,679.00</b>	<b>425,119.16</b>	<b>2,049,165.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund		8911	0.00	0.00	100,000.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>0.00</b>	<b>0.00</b>	<b>100,000.00</b>	<b>0.00</b>		

<u>Resource</u>	<u>Description</u>	<u>2019/20 Projected Year Totals</u>
6130	Child Development: Center-Based Reserve Account	223,977.00
9010	Other Restricted Local	159,063.00
Total, Restricted Balance		<u>383,040.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	9,990,764.00	9,990,764.00	389,045.73	10,490,764.00	500,000.00	5.0%
3) Other State Revenue		8300-8599	699,292.00	699,292.00	62,856.45	706,594.00	7,302.00	1.0%
4) Other Local Revenue		8600-8799	39,000.00	39,000.00	1,213.94	39,000.00	0.00	0.0%
5) TOTAL REVENUES			10,729,056.00	10,729,056.00	453,116.12	11,236,358.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	4,025,066.00	4,025,066.00	1,001,218.66	4,026,947.00	(1,881.00)	0.0%
3) Employee Benefits		3000-3999	1,505,061.00	1,505,061.00	387,538.81	1,532,253.00	(27,192.00)	-1.8%
4) Books and Supplies		4000-4999	5,405,742.00	5,405,742.00	965,574.78	5,765,524.00	(359,782.00)	-6.7%
5) Services and Other Operating Expenditures		5000-5999	152,477.00	152,477.00	35,514.05	135,269.00	17,208.00	11.3%
6) Capital Outlay		6000-6999	30,000.00	30,000.00	0.00	30,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	441,316.00	441,316.00	0.00	457,302.00	(15,986.00)	-3.6%
9) TOTAL EXPENDITURES			11,559,662.00	11,559,662.00	2,389,846.30	11,947,295.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(830,606.00)	(830,606.00)	(1,936,730.18)	(710,937.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	830,606.00	830,606.00	0.00	330,606.00	(500,000.00)	-60.2%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			830,606.00	830,606.00	0.00	330,606.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	(1,936,730.18)	(380,331.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	0.00	0.00		380,331.00	380,331.00	New
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00		380,331.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00		380,331.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed		9740	0.00	0.00		0.00		
Stabilization Arrangements								
Other Commitments		9750	0.00	0.00		0.00		
Other Commitments								
d) Assigned		9760	0.00	0.00		0.00		
Other Assignments								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
Child Nutrition Programs		8220	9,990,764.00	9,990,764.00	389,045.73	9,990,764.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	500,000.00	500,000.00	New
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>9,990,764.00</b>	<b>9,990,764.00</b>	<b>389,045.73</b>	<b>10,490,764.00</b>	<b>500,000.00</b>	<b>5.0%</b>
<b>OTHER STATE REVENUE</b>								
Child Nutrition Programs		8520	699,292.00	699,292.00	62,856.45	706,594.00	7,302.00	1.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>699,292.00</b>	<b>699,292.00</b>	<b>62,856.45</b>	<b>706,594.00</b>	<b>7,302.00</b>	<b>1.0%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	23,000.00	23,000.00	850.13	23,000.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	16,000.00	16,000.00	0.00	16,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	363.81	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>39,000.00</b>	<b>39,000.00</b>	<b>1,213.94</b>	<b>39,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>10,729,056.00</b>	<b>10,729,056.00</b>	<b>453,116.12</b>	<b>11,236,358.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	3,668,890.00	3,668,890.00	886,138.74	3,662,374.00	6,516.00	0.2%
Classified Supervisors' and Administrators' Salaries		2300	212,931.00	212,931.00	71,849.96	218,170.00	(5,239.00)	-2.5%
Clerical, Technical and Office Salaries		2400	143,245.00	143,245.00	43,229.96	146,403.00	(3,158.00)	-2.2%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			4,025,066.00	4,025,066.00	1,001,218.66	4,026,947.00	(1,881.00)	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	804,769.00	804,769.00	192,255.25	796,931.00	7,838.00	1.0%
OASDI/Medicare/Alternative		3301-3302	302,581.00	302,581.00	74,865.96	303,388.00	(807.00)	-0.3%
<b>Health and Welfare Benefits</b>		3401-3402	225,596.00	225,596.00	77,065.02	267,882.00	(42,286.00)	-18.7%
Unemployment Insurance		3501-3502	1,978.00	1,978.00	489.20	1,987.00	(9.00)	-0.5%
Workers' Compensation		3601-3602	90,530.00	90,530.00	20,182.64	82,459.00	8,071.00	8.9%
OPEB, Allocated		3701-3702	79,607.00	79,607.00	22,680.74	79,606.00	1.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			1,505,061.00	1,505,061.00	387,538.81	1,532,253.00	(27,192.00)	-1.8%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	130,827.00	130,827.00	62,642.34	517,121.00	(386,294.00)	-295.3%
Noncapitalized Equipment		4400	27,000.00	27,000.00	0.00	27,000.00	0.00	0.0%
Food		4700	5,247,915.00	5,247,915.00	902,932.44	5,221,403.00	26,512.00	0.5%
<b>TOTAL, BOOKS AND SUPPLIES</b>			5,405,742.00	5,405,742.00	965,574.78	5,765,524.00	(359,782.00)	-6.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	7,300.00	7,300.00	908.57	7,300.00	0.00	0.0%
Dues and Memberships		5300	3,000.00	3,000.00	2,096.64	3,000.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	80,700.00	80,700.00	3,910.61	55,700.00	25,000.00	31.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	30,750.00	30,750.00	4,802.50	34,665.00	(3,915.00)	-12.7%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(47,273.00)	(47,273.00)	(8,287.06)	(49,146.00)	1,873.00	-4.0%
Professional/Consulting Services and Operating Expenditures		5800	78,000.00	78,000.00	32,082.79	83,750.00	(5,750.00)	-7.4%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>152,477.00</b>	<b>152,477.00</b>	<b>35,514.05</b>	<b>135,269.00</b>	<b>17,208.00</b>	<b>11.3%</b>
<b>CAPITAL OUTLAY</b>								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	30,000.00	30,000.00	0.00	30,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>30,000.00</b>	<b>30,000.00</b>	<b>0.00</b>	<b>30,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs - Interfund		7350	441,316.00	441,316.00	0.00	457,302.00	(15,986.00)	-3.6%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>441,316.00</b>	<b>441,316.00</b>	<b>0.00</b>	<b>457,302.00</b>	<b>(15,986.00)</b>	<b>-3.6%</b>
<b>TOTAL, EXPENDITURES</b>			<b>11,559,662.00</b>	<b>11,559,662.00</b>	<b>2,389,846.30</b>	<b>11,947,295.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund		8916	830,606.00	830,606.00	0.00	330,606.00	(500,000.00)	-60.2%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>830,606.00</b>	<b>830,606.00</b>	<b>0.00</b>	<b>330,606.00</b>	<b>(500,000.00)</b>	<b>-60.2%</b>
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>830,606.00</b>	<b>830,606.00</b>	<b>0.00</b>	<b>330,606.00</b>		

<u>Resource</u>	<u>Description</u>	<u>2019/20</u> <u>Projected Year Totals</u>
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00	New
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL REVENUES			0.00	0.00	1,000,000.00	1,000,000.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	10,735.30	14,976.00	(14,976.00)	New
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	34,955.68	95,132.00	(95,132.00)	New
6) Capital Outlay		6000-6999	1,000,000.00	1,000,000.00	696,871.55	1,268,604.00	(268,604.00)	-26.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			1,000,000.00	1,000,000.00	742,572.53	1,378,712.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			(1,000,000.00)	(1,000,000.00)	257,427.47	(378,712.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	1,000,000.00	1,000,000.00	0.00	0.00	(1,000,000.00)	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			1,000,000.00	1,000,000.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	257,427.47	(378,712.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	500,000.00	500,000.00		378,712.00	(121,288.00)	-24.3%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			500,000.00	500,000.00		378,712.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			500,000.00	500,000.00		378,712.00		
2) Ending Balance, June 30 (E + F1e)			500,000.00	500,000.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	500,000.00	500,000.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>LCFF SOURCES</b>								
LCFF Transfers								
LCFF Transfers - Current Year		8091	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00	New
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>New</b>
<b>OTHER STATE REVENUE</b>								
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>0.00</b>	<b>0.00</b>	<b>1,000,000.00</b>	<b>1,000,000.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	10,735.30	14,976.00	(14,976.00)	New
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	10,735.30	14,976.00	(14,976.00)	New
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	34,965.68	95,132.00	(95,132.00)	New
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	34,965.68	95,132.00	(95,132.00)	New
<b>CAPITAL OUTLAY</b>								
Land Improvements		6170	0.00	0.00	220,177.15	383,246.00	(383,246.00)	New
Buildings and Improvements of Buildings		6200	1,000,000.00	1,000,000.00	454,346.82	885,358.00	114,642.00	11.5%
Equipment		6400	0.00	0.00	22,347.58	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			1,000,000.00	1,000,000.00	696,871.55	1,268,604.00	(268,604.00)	-26.9%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			1,000,000.00	1,000,000.00	742,572.53	1,378,712.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	1,000,000.00	1,000,000.00	0.00	0.00	(1,000,000.00)	-100.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(1,000,000.00)</b>	<b>-100.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>0.00</b>	<b>0.00</b>		

<u>Resource</u>	<u>Description</u>	<u>2019/20 Projected Year Totals</u>
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,200.00	1,200.00	0.00	1,200.00	0.00	0.0%
5) <b>TOTAL REVENUES</b>			1,200.00	1,200.00	0.00	1,200.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) <b>TOTAL EXPENDITURES</b>			0.00	0.00	0.00	0.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			1,200.00	1,200.00	0.00	1,200.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) <b>TOTAL OTHER FINANCING SOURCES/USES</b>			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,200.00	1,200.00	0.00	1,200.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	126,848.00	126,848.00		128,568.00	1,720.00	1.4%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			126,848.00	126,848.00		128,568.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			126,848.00	126,848.00		128,568.00		
2) Ending Balance, June 30 (E + F1e)			128,048.00	128,048.00		129,768.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	128,048.00	128,048.00		129,768.00		
Assigned balance - iPad insurance	0000	9780	128,048.00					
Assigned balance, iPad Insurance	0000	9780		128,048.00				
Assigned balance - iPad insurance	0000	9780				129,768.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	1,200.00	1,200.00	0.00	1,200.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			1,200.00	1,200.00	0.00	1,200.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			1,200.00	1,200.00	0.00	1,200.00		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2019/20</u> <u>Projected Year Totals</u>
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	800,000.00	800,000.00	0.00	800,000.00	0.00	0.0%
5) TOTAL, REVENUES			800,000.00	800,000.00	0.00	800,000.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	1,169,251.00	1,169,251.00	424,099.71	2,691,251.00	(1,522,000.00)	-130.2%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	53,582,038.00	53,582,038.00	8,423,562.38	36,573,424.00	17,008,614.00	31.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			54,751,289.00	54,751,289.00	8,847,662.09	39,264,675.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(53,951,289.00)	(53,951,289.00)	(8,847,662.09)	(38,464,675.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	10,778,409.00	10,778,409.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	10,778,409.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(53,951,289.00)	(53,951,289.00)	(8,847,662.09)	(27,686,266.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	53,951,289.00	53,951,289.00		27,686,266.00	(26,265,023.00)	-48.7%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			53,951,289.00	53,951,289.00		27,686,266.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			53,951,289.00	53,951,289.00		27,686,266.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes								
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	800,000.00	800,000.00	0.00	800,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>800,000.00</b>	<b>800,000.00</b>	<b>0.00</b>	<b>800,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>800,000.00</b>	<b>800,000.00</b>	<b>0.00</b>	<b>800,000.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	693,586.00	693,586.00	227,398.21	1,236,586.00	(543,000.00)	-78.3%
Noncapitalized Equipment		4400	475,665.00	475,665.00	196,701.50	1,454,665.00	(979,000.00)	-205.8%
<b>TOTAL, BOOKS AND SUPPLIES</b>			1,169,251.00	1,169,251.00	424,099.71	2,691,251.00	(1,522,000.00)	-130.2%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	246,254.00	246,254.00	14,156.96	149,042.00	97,212.00	39.5%
Land Improvements		6170	72,668.00	72,668.00	5,891.00	83,168.00	(10,500.00)	-14.4%
Buildings and Improvements of Buildings		6200	49,537,907.00	49,537,907.00	8,375,014.42	35,282,041.00	14,255,866.00	28.8%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	3,725,209.00	3,725,209.00	28,500.00	1,059,173.00	2,666,036.00	71.6%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>53,582,038.00</b>	<b>53,582,038.00</b>	<b>8,423,562.38</b>	<b>36,573,424.00</b>	<b>17,008,614.00</b>	<b>31.7%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>54,751,289.00</b>	<b>54,751,289.00</b>	<b>8,847,662.09</b>	<b>39,264,675.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	10,778,409.00	10,778,409.00	New
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,778,409.00</b>	<b>10,778,409.00</b>	<b>New</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,778,409.00</b>		

<u>Resource</u>	<u>Description</u>	<u>2019/20 Projected Year Totals</u>
9010	Other Restricted Local	0.00
Total, Restricted Balance		<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	907,650.00	907,650.00	415,330.42	907,650.00	0.00	0.0%
5) TOTAL, REVENUES			907,650.00	907,650.00	415,330.42	907,650.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	123,889.00	123,889.00	107,261.13	137,087.00	(13,198.00)	-10.7%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	473,656.00	473,656.00	404,282.50	471,854.00	1,802.00	0.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			597,545.00	597,545.00	511,543.63	608,941.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			310,105.00	310,105.00	(96,213.21)	298,709.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			310,105.00	310,105.00	(96,213.21)	298,709.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited								
		9791	7,979,271.00	7,979,271.00		8,564,860.00	585,589.00	7.3%
b) Audit Adjustments								
		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,979,271.00	7,979,271.00		8,564,860.00		
d) Other Restatements								
		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,979,271.00	7,979,271.00		8,564,860.00		
2) Ending Balance, June 30 (E + F1e)			8,289,376.00	8,289,376.00		8,863,569.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash								
		9711	0.00	0.00		0.00		
Stores								
		9712	0.00	0.00		0.00		
Prepaid Items								
		9713	0.00	0.00		0.00		
All Others								
		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			8,289,376.00	8,289,376.00		8,863,569.00		
c) Committed								
Stabilization Arrangements								
		9750	0.00	0.00		0.00		
Other Commitments								
		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments								
		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties								
		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		
		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	250,000.00	250,000.00	0.00	250,000.00	0.00	0.0%
Penalties and Interest from Delinquent								
Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	157,650.00	157,650.00	0.00	157,650.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	500,000.00	500,000.00	415,330.42	500,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>907,650.00</b>	<b>907,650.00</b>	<b>415,330.42</b>	<b>907,650.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>907,650.00</b>	<b>907,650.00</b>	<b>415,330.42</b>	<b>907,650.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	123,889.00	123,889.00	107,127.20	129,453.00	(5,564.00)	-4.5%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	133.93	7,634.00	(7,634.00)	New
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			123,889.00	123,889.00	107,261.13	137,087.00	(13,198.00)	-10.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
<b>Other Transfers Out</b>								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Debt Service</b>								
Debt Service - Interest		7438	158,256.00	158,256.00	75,382.50	142,954.00	15,302.00	9.7%
Other Debt Service - Principal		7439	315,400.00	315,400.00	328,900.00	328,900.00	(13,500.00)	-4.3%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>473,656.00</b>	<b>473,656.00</b>	<b>404,282.50</b>	<b>471,854.00</b>	<b>1,802.00</b>	<b>0.4%</b>
<b>TOTAL, EXPENDITURES</b>			<b>597,545.00</b>	<b>597,545.00</b>	<b>511,543.63</b>	<b>608,941.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2019/20 Projected Year Totals</u>
9010	Other Restricted Local	8,863,569.00
Total, Restricted Balance		<u>8,863,569.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	10,778,409.00	10,778,409.00	New
4) Other Local Revenue		8600-8799	194,000.00	194,000.00	0.00	194,000.00	0.00	0.0%
<b>5) TOTAL, REVENUES</b>			<b>194,000.00</b>	<b>194,000.00</b>	<b>0.00</b>	<b>10,972,409.00</b>		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
<b>9) TOTAL, EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			<b>194,000.00</b>	<b>194,000.00</b>	<b>0.00</b>	<b>10,972,409.00</b>		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	10,778,409.00	(10,778,409.00)	New
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
<b>4) TOTAL, OTHER FINANCING SOURCES/USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(10,778,409.00)</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			194,000.00	194,000.00	0.00	194,000.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	9,584,234.00	9,584,234.00		9,608,957.00	24,723.00	0.3%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,584,234.00	9,584,234.00		9,608,957.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,584,234.00	9,584,234.00		9,608,957.00		
2) Ending Balance, June 30 (E + F1e)			9,778,234.00	9,778,234.00		9,802,957.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	9,778,234.00	9,778,234.00		9,802,957.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
School Facilities Apportionments		8545	0.00	0.00	0.00	10,778,409.00	10,778,409.00	New
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.00	10,778,409.00	10,778,409.00	New
<b>OTHER LOCAL REVENUE</b>								
<b>Sales</b>								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Leases and Rentals</b>								
		8650	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Interest</b>								
		8660	194,000.00	194,000.00	0.00	194,000.00	0.00	0.0%
<b>Net Increase (Decrease) in the Fair Value of Investments</b>								
		8662	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Local Revenue</b>								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			194,000.00	194,000.00	0.00	194,000.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			194,000.00	194,000.00	0.00	10,972,409.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	10,778,409.00	(10,778,409.00)	New
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	10,778,409.00	(10,778,409.00)	New
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
<b>Proceeds</b>								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.00	(10,778,409.00)		

<u>Resource</u>	<u>Description</u>	<u>2019/20 Projected Year Totals</u>
7710	State School Facilities Projects	9,802,957.00
Total, Restricted Balance		<u>9,802,957.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	111,367.00	111,367.00	4,202.89	98,649.00	(12,718.00)	-11.4%
4) Other Local Revenue		8600-8799	14,983,142.00	14,983,142.00	91,399.35	14,299,568.00	(683,574.00)	-4.6%
5) TOTAL REVENUES			15,094,509.00	15,094,509.00	95,602.24	14,398,217.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	17,032,200.00	17,032,200.00	10,904,012.29	17,032,200.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			17,032,200.00	17,032,200.00	10,904,012.29	17,032,200.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(1,937,691.00)	(1,937,691.00)	(10,808,410.05)	(2,633,983.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		6900-6929	129,071.00	129,071.00	0.00	134,854.00	5,783.00	4.5%
b) Transfers Out		7600-7629	129,071.00	129,071.00	0.00	134,854.00	(5,783.00)	-4.5%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(1,937,691.00)	(1,937,691.00)	(10,808,410.05)	(2,633,983.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	14,934,249.00	14,934,249.00		15,496,808.00	562,559.00	3.8%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			14,934,249.00	14,934,249.00		15,496,808.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			14,934,249.00	14,934,249.00		15,496,808.00		
2) Ending Balance, June 30 (E + F1e)			12,996,558.00	12,996,558.00		12,862,825.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	12,996,558.00	12,996,558.00		12,862,825.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions Voted Indebtedness Levies								
Homeowners' Exemptions		8571	111,367.00	111,367.00	0.00	98,649.00	(12,718.00)	-11.4%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	4,202.89	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>111,367.00</b>	<b>111,367.00</b>	<b>4,202.89</b>	<b>98,649.00</b>	<b>(12,718.00)</b>	<b>-11.4%</b>
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes Voted Indebtedness Levies Secured Roll								
		8611	14,158,580.00	14,158,580.00	0.00	13,283,015.00	(875,565.00)	-6.2%
Unsecured Roll		8612	696,562.00	696,562.00	0.00	786,553.00	89,991.00	12.9%
Prior Years' Taxes		8613	0.00	0.00	14,235.01	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	64,268.84	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	128,000.00	128,000.00	12,895.50	230,000.00	102,000.00	79.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>14,983,142.00</b>	<b>14,983,142.00</b>	<b>91,399.35</b>	<b>14,299,568.00</b>	<b>(683,574.00)</b>	<b>-4.6%</b>
<b>TOTAL, REVENUES</b>			<b>15,094,509.00</b>	<b>15,094,509.00</b>	<b>95,602.24</b>	<b>14,398,217.00</b>		
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Debt Service								
Bond Redemptions		7433	5,952,573.00	5,952,573.00	5,172,572.65	5,952,573.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	11,079,627.00	11,079,627.00	5,731,439.64	11,079,627.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>17,032,200.00</b>	<b>17,032,200.00</b>	<b>10,904,012.29</b>	<b>17,032,200.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>17,032,200.00</b>	<b>17,032,200.00</b>	<b>10,904,012.29</b>	<b>17,032,200.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	129,071.00	129,071.00	0.00	134,854.00	5,783.00	4.5%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>129,071.00</b>	<b>129,071.00</b>	<b>0.00</b>	<b>134,854.00</b>	<b>5,783.00</b>	<b>4.5%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	129,071.00	129,071.00	0.00	134,854.00	(5,783.00)	-4.5%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>129,071.00</b>	<b>129,071.00</b>	<b>0.00</b>	<b>134,854.00</b>	<b>(5,783.00)</b>	<b>-4.5%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

<u>Resource</u>	<u>Description</u>	<u>2019/20 Projected Year Totals</u>
9010	Other Restricted Local	12,862,825.00
Total, Restricted Balance		<u>12,862,825.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,421,078.00	4,421,078.00	0.00	4,421,078.00	0.00	0.0%
5) TOTAL, REVENUES			4,421,078.00	4,421,078.00	0.00	4,421,078.00		
<b>B. EXPENSES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	4,000,939.00	4,000,939.00	1,220,195.17	3,613,066.00	387,873.00	9.7%
6) Depreciation		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			4,000,939.00	4,000,939.00	1,220,195.17	3,613,066.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			420,139.00	420,139.00	(1,220,195.17)	808,012.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			420,139.00	420,139.00	(1,220,195.17)	808,012.00		
<b>F. NET POSITION</b>								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	9,831,556.00	9,831,556.00		9,903,216.00	71,660.00	0.7%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,831,556.00	9,831,556.00		9,903,216.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			9,831,556.00	9,831,556.00		9,903,216.00		
2) Ending Net Position, June 30 (E + F1e)			10,251,695.00	10,251,695.00		10,711,228.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	10,251,695.00	10,251,695.00		10,711,228.00		
c) Unrestricted Net Position		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>OTHER LOCAL REVENUE</b>								
Interest		8660	67,740.00	67,740.00	0.00	67,740.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	4,353,338.00	4,353,338.00	0.00	4,353,338.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>4,421,078.00</b>	<b>4,421,078.00</b>	<b>0.00</b>	<b>4,421,078.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>4,421,078.00</b>	<b>4,421,078.00</b>	<b>0.00</b>	<b>4,421,078.00</b>		
<b>SERVICES AND OTHER OPERATING EXPENSES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	4,000,939.00	4,000,939.00	1,220,195.17	3,613,066.00	387,873.00	9.7%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>4,000,939.00</b>	<b>4,000,939.00</b>	<b>1,220,195.17</b>	<b>3,613,066.00</b>	<b>387,873.00</b>	<b>9.7%</b>
<b>TOTAL, EXPENSES</b>			<b>4,000,939.00</b>	<b>4,000,939.00</b>	<b>1,220,195.17</b>	<b>3,613,066.00</b>		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

<u>Resource</u>	<u>Description</u>	<u>2019/20 Projected Year Totals</u>
9010	Other Restricted Local	10,711,228.00
Total, Restricted Net Position		<u>10,711,228.00</u>

Planning Factor	2019-20	2020-21	2021-22
Estimated Funded ADA (Average Daily Attendance)	15,661.81	15,234.01	14,946.85
Funded UPP (Unduplicated Pupil Percentage)	86.58%	86.92%	89.00%
Step & Column	1.50%	1.50%	1.50%
Statutory COLA	3.26%	3.00%	2.80%
STRS Employer Statutory Rates	17.10%	18.40%	18.10%
PERS Employer Projected Rates	19.72%	22.80%	24.90%
Lottery - Unrestricted per ADA	\$153	\$153	\$153
Lottery - Prop 20 per ADA	\$54	\$54	\$54
Mandated Block Grant per ADA	\$32.18	\$33.15	\$34.08
CPI	3.33%	3.14%	3.02%
Routine Restricted Maintenance Account	3% of total GF expenditures	3% of total GF expenditures	3% of total GF expenditures
Health Benefits - Hard Cap with no anticipated changes			

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	171,042,960.00	0.32%	171,584,861.00	1.95%	174,933,817.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	5,911,676.00	-41.11%	3,481,272.00	2.80%	3,578,748.00
4. Other Local Revenues	8600-8799	2,036,537.00	-17.23%	1,685,633.00	2.80%	1,732,831.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(34,440,149.00)	-11.82%	(30,370,005.00)	3.07%	(31,303,410.00)
6. Total (Sum lines A1 thru A5c)		144,551,024.00	1.27%	146,381,761.00	1.75%	148,941,986.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				68,335,656.00		68,609,024.00
b. Step & Column Adjustment				1,013,926.00		1,019,878.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(740,558.00)		(617,132.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	68,335,656.00	0.40%	68,609,024.00	0.59%	69,011,770.00
2. Classified Salaries						
a. Base Salaries				20,044,519.00		20,040,687.00
b. Step & Column Adjustment				296,168.00		298,360.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(300,000.00)		(150,000.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	20,044,519.00	-0.02%	20,040,687.00	0.74%	20,189,047.00
3. Employee Benefits	3000-3999	36,733,687.00	2.62%	37,694,565.00	0.37%	37,834,349.00
4. Books and Supplies	4000-4999	7,618,460.00	-18.00%	6,247,137.00	-10.00%	5,622,423.00
5. Services and Other Operating Expenditures	5000-5999	16,633,211.00	-18.00%	13,639,233.00	-10.00%	12,275,310.00
6. Capital Outlay	6000-6999	1,489,489.00	-95.64%	65,000.00	0.00%	65,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	3,101,934.00	-18.00%	2,543,586.00	-10.00%	2,289,227.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,407,477.00)	-18.00%	(1,154,131.00)	-10.00%	(1,038,718.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	330,606.00	-39.51%	200,000.00	0.00%	200,000.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		152,880,085.00	-3.27%	147,885,101.00	-0.97%	146,448,408.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(8,329,061.00)		(1,503,340.00)		2,493,578.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		16,562,120.00		8,233,059.00		6,729,719.00
2. Ending Fund Balance (Sum lines C and D1)		8,233,059.00		6,729,719.00		9,223,297.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	156,278.00		150,000.00		150,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	6,393,834.00		6,164,978.00		6,089,815.00
2. Unassigned/Unappropriated	9790	1,562,947.00		294,741.00		2,863,482.00
f. Total Components of Ending Fund Balance		8,233,059.00		6,729,719.00		9,223,297.00
(Line D3f must agree with line D2)						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	6,393,834.00		6,164,978.00		6,089,815.00
c. Unassigned/Unappropriated	9790	1,562,947.00		294,741.00		2,863,482.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
<b>3. Total Available Reserves (Sum lines E1a thru E2c)</b>		<b>7,956,781.00</b>		<b>6,459,719.00</b>		<b>8,953,297.00</b>
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
<p>B1d: Due to declining enrollment, we are projecting a reduction of 12 teachers (\$740,558) in 2020-21, and 10 teachers (\$617,132) in 2021-22.                      B2d: Due to declining enrollment, we are projecting classified staffing reductions totaling \$300,000 in 2020-21, and \$150,000 in 2021-22.</p>						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	12,471,714.00	3.00%	12,845,865.00	2.80%	13,205,550.00
3. Other State Revenues	8300-8599	5,475,075.00	-13.88%	4,715,316.00	2.80%	4,847,345.00
4. Other Local Revenues	8600-8799	6,789,631.00	3.00%	6,993,320.00	2.80%	7,189,133.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	34,440,149.00	-11.82%	30,370,005.00	3.07%	31,303,410.00
6. Total (Sum lines A1 thru A5c)		59,176,569.00	-7.19%	54,924,506.00	2.95%	56,545,438.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				18,494,376.00		18,771,792.00
b. Step & Column Adjustment				277,416.00		281,577.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	18,494,376.00	1.50%	18,771,792.00	1.50%	19,053,369.00
2. Classified Salaries						
a. Base Salaries				10,003,373.00		10,153,424.00
b. Step & Column Adjustment				150,051.00		152,301.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	10,003,373.00	1.50%	10,153,424.00	1.50%	10,305,725.00
3. Employee Benefits	3000-3999	9,946,260.00	9.37%	10,878,115.00	2.49%	11,148,581.00
4. Books and Supplies	4000-4999	9,320,074.00	-18.00%	7,642,460.00	-10.00%	6,878,215.00
5. Services and Other Operating Expenditures	5000-5999	11,431,171.00	-18.00%	9,373,559.00	-10.00%	8,436,204.00
6. Capital Outlay	6000-6999	180,728.00	-55.73%	80,000.00	0.00%	80,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	871,740.00	-18.00%	714,827.00	-10.00%	643,344.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		60,247,722.00	-4.37%	57,614,177.00	-1.85%	56,545,438.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		(1,071,153.00)		(2,689,671.00)		0.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		3,760,824.00		2,689,671.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		2,689,671.00		0.00		0.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	2,689,671.00				
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		2,689,671.00		0.00		0.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	171,042,960.00	0.32%	171,584,861.00	1.95%	174,933,817.00
2. Federal Revenues	8100-8299	12,471,714.00	3.00%	12,845,865.00	2.80%	13,205,550.00
3. Other State Revenues	8300-8599	11,386,751.00	-28.02%	8,196,588.00	2.80%	8,426,093.00
4. Other Local Revenues	8600-8799	8,826,168.00	-1.67%	8,678,953.00	2.80%	8,921,964.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		203,727,593.00	-1.19%	201,306,267.00	2.08%	205,487,424.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				86,830,032.00		87,380,816.00
b. Step & Column Adjustment				1,291,342.00		1,301,455.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(740,558.00)		(617,132.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	86,830,032.00	0.63%	87,380,816.00	0.78%	88,065,139.00
2. Classified Salaries						
a. Base Salaries				30,047,892.00		30,194,111.00
b. Step & Column Adjustment				446,219.00		450,661.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(300,000.00)		(150,000.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	30,047,892.00	0.49%	30,194,111.00	1.00%	30,494,772.00
3. Employee Benefits	3000-3999	46,679,947.00	4.05%	48,572,680.00	0.84%	48,982,930.00
4. Books and Supplies	4000-4999	16,938,534.00	-18.00%	13,889,597.00	-10.00%	12,500,638.00
5. Services and Other Operating Expenditures	5000-5999	28,064,382.00	-18.00%	23,012,792.00	-10.00%	20,711,514.00
6. Capital Outlay	6000-6999	1,670,217.00	-91.32%	145,000.00	0.00%	145,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	3,101,934.00	-18.00%	2,543,586.00	-10.00%	2,289,227.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(535,737.00)	-18.00%	(439,304.00)	-10.00%	(395,374.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	330,606.00	-39.51%	200,000.00	0.00%	200,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		213,127,807.00	-3.58%	205,499,278.00	-1.22%	202,993,846.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		(9,400,214.00)		(4,193,011.00)		2,493,578.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1c)		20,322,944.00		10,922,730.00		6,729,719.00
2. Ending Fund Balance (Sum lines C and D1)		10,922,730.00		6,729,719.00		9,223,297.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740	2,689,671.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	156,278.00		150,000.00		150,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	6,393,834.00		6,164,978.00		6,089,815.00
2. Unassigned/Unappropriated	9790	1,562,947.00		294,741.00		2,863,482.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		10,922,730.00		6,729,719.00		9,223,297.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
<b>E. AVAILABLE RESERVES (Unrestricted except as noted)</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	6,393,834.00		6,164,978.00		6,089,815.00
c. Unassigned/Unappropriated	9790	1,562,947.00		294,741.00		2,863,482.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		7,956,781.00		6,459,719.00		8,953,297.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.73%		3.14%		4.41%
<b>F. RECOMMENDED RESERVES</b>						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds: 1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. District ADA Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		15,176.08		14,876.01		14,565.15
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		213,127,807.00		205,499,278.00		202,993,846.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		213,127,807.00		205,499,278.00		202,993,846.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		6,393,834.21		6,164,978.34		6,089,815.38
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		6,393,834.21		6,164,978.34		6,089,815.38
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's ADA Standard Percentage Range: -2.0% to +2.0%

**1A. Calculating the District's ADA Variances**

DATA ENTRY: Budget Adoption data that exist for the current year will be extracted; otherwise, enter data into the first column for all fiscal years. First Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	Budget Adoption Budget (Form 01CS, Item 1A)	First Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2019-20)				
District Regular	15,603.00	15,603.79		
Charter School	0.00	0.00		
<b>Total ADA</b>	<b>15,603.00</b>	<b>15,603.79</b>	<b>0.0%</b>	<b>Met</b>
1st Subsequent Year (2020-21)				
District Regular	15,163.05	15,163.05		
Charter School				
<b>Total ADA</b>	<b>15,163.05</b>	<b>15,163.05</b>	<b>0.0%</b>	<b>Met</b>
2nd Subsequent Year (2021-22)				
District Regular	14,876.01	14,876.01		
Charter School				
<b>Total ADA</b>	<b>14,876.01</b>	<b>14,876.01</b>	<b>0.0%</b>	<b>Met</b>

**1B. Comparison of District ADA to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:  
(required if NOT met)

**2. CRITERION: Enrollment**

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	Budget Adoption (Form 01CS, Item 3B)	First Interim CBEDS/Projected		
Current Year (2019-20)				
District Regular	15,825	15,730		
Charter School				
<b>Total Enrollment</b>	<b>15,825</b>	<b>15,730</b>	<b>-0.6%</b>	<b>Met</b>
1st Subsequent Year (2020-21)				
District Regular	15,549	15,434		
Charter School				
<b>Total Enrollment</b>	<b>15,549</b>	<b>15,434</b>	<b>-0.7%</b>	<b>Met</b>
2nd Subsequent Year (2021-22)				
District Regular	15,239	15,102		
Charter School				
<b>Total Enrollment</b>	<b>15,239</b>	<b>15,102</b>	<b>-0.9%</b>	<b>Met</b>

**2B. Comparison of District Enrollment to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment projections have not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**3. CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CS, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2016-17)			
District Regular	16,173	16,822	
Charter School			
<b>Total ADA/Enrollment</b>	<b>16,173</b>	<b>16,822</b>	<b>96.1%</b>
Second Prior Year (2017-18)			
District Regular	15,984	16,599	
Charter School			
<b>Total ADA/Enrollment</b>	<b>15,984</b>	<b>16,599</b>	<b>96.3%</b>
First Prior Year (2018-19)			
District Regular	15,603	16,133	
Charter School	0		
<b>Total ADA/Enrollment</b>	<b>15,603</b>	<b>16,133</b>	<b>96.7%</b>
		Historical Average Ratio:	96.4%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	<b>96.9%</b>

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2019-20)				
District Regular	15,176	15,730		
Charter School	0			
<b>Total ADA/Enrollment</b>	<b>15,176</b>	<b>15,730</b>	<b>96.5%</b>	<b>Met</b>
1st Subsequent Year (2020-21)				
District Regular		15,434		
Charter School				
<b>Total ADA/Enrollment</b>	<b>0</b>	<b>15,434</b>	<b>0.0%</b>	<b>Met</b>
2nd Subsequent Year (2021-22)				
District Regular		15,102		
Charter School				
<b>Total ADA/Enrollment</b>	<b>0</b>	<b>15,102</b>	<b>0.0%</b>	<b>Met</b>

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**4. CRITERION: LCFF Revenue**

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's LCFF Revenue Standard Percentage Range:

**4A. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	Budget Adoption	First Interim		
	(Form 01CS, Item 4B)	Projected Year Totals		
Current Year (2019-20)	170,226,857.00	172,042,960.00	1.1%	Met
1st Subsequent Year (2020-21)	169,878,926.00	172,407,683.00	1.5%	Met
2nd Subsequent Year (2021-22)	171,672,807.00	175,751,075.00	2.4%	Not Met

**4B. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected LCFF revenue has changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:  
(required if NOT met)

At the time of Budget Adoption (June 2019), it appeared the District was experiencing a decline in Unduplicated Pupil Percentage. However, some data errors were discovered, and data on census day (October 2, 2019), shows that the District's UPP is likely to hold steady at 89%. This affects the projected LCFF Revenue in the 1st and 2nd subsequent years.

**5. CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2016-17)	128,803,400.36	155,557,924.75	82.8%
Second Prior Year (2017-18)	138,325,701.43	158,443,492.93	87.3%
First Prior Year (2018-19)	141,120,320.24	169,231,015.27	83.4%
Historical Average Ratio:			84.5%

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	81.5% to 87.5%	81.5% to 87.5%	81.5% to 87.5%

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2019-20)	125,113,862.00	152,549,479.00	82.0%	Met
1st Subsequent Year (2020-21)	126,344,276.00	147,685,101.00	85.5%	Met
2nd Subsequent Year (2021-22)	127,035,166.00	146,248,408.00	86.9%	Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**6. CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

**6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Budget Adoption Budget (Form 01CS, Item 6B)	First Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
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**Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)**

Current Year (2019-20)	8,659,991.00	12,471,714.00	44.0%	Yes
1st Subsequent Year (2020-21)	8,659,991.00	12,845,865.00	48.3%	Yes
2nd Subsequent Year (2021-22)	8,659,991.00	13,205,550.00	52.5%	Yes

Explanation:  
(required if Yes)

First Interim recognizes prior year carryover revenue and increased entitlements in Title funding, for both current year and subsequent years. These revenues were not included in Adopted Budget.

**Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)**

Current Year (2019-20)	8,010,317.00	11,386,751.00	42.2%	Yes
1st Subsequent Year (2020-21)	8,250,626.00	8,196,588.00	-0.7%	No
2nd Subsequent Year (2021-22)	8,484,394.00	8,426,093.00	-0.7%	No

Explanation:  
(required if Yes)

First Interim recognizes \$2.5 million in one-time Special Education Early Intervention PreK Grant funds for current year 2019-20.

**Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)**

Current Year (2019-20)	8,185,722.00	8,826,168.00	7.8%	Yes
1st Subsequent Year (2020-21)	8,185,722.00	8,678,953.00	6.0%	Yes
2nd Subsequent Year (2021-22)	8,185,722.00	8,921,964.00	9.0%	Yes

Explanation:  
(required if Yes)

First Interim recognizes revenue increases from workers compensation insurance rebates, increases in local safety credit and ergonomic reimbursements, higher interest rates, and increased donations.

**Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)**

Current Year (2019-20)	13,900,863.00	16,938,534.00	21.9%	Yes
1st Subsequent Year (2020-21)	12,738,659.00	13,889,597.00	9.0%	Yes
2nd Subsequent Year (2021-22)	11,719,565.00	12,500,638.00	6.7%	Yes

Explanation:  
(required if Yes)

First Interim recognizes increased expenses that correlate to increased Federal revenues.

**Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)**

Current Year (2019-20)	24,697,971.00	28,064,382.00	13.6%	Yes
1st Subsequent Year (2020-21)	22,722,133.00	23,012,792.00	1.3%	No
2nd Subsequent Year (2021-22)	20,904,362.00	20,711,514.00	-0.9%	No

Explanation:  
(required if Yes)

First Interim recognizes increased legal expenses in current year, related to a Special Education class action settlement. Also recognized are increased expenses that correlate to increased Federal revenues.

**6B. Calculating the District's Change in Total Operating Revenues and Expenditures**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Budget Adoption Budget	First Interim Projected Year Totals	Percent Change	Status
<b>Total Federal, Other State, and Other Local Revenue (Section 6A)</b>				
Current Year (2019-20)	24,856,030.00	32,684,633.00	31.5%	Not Met
1st Subsequent Year (2020-21)	25,096,339.00	29,721,406.00	18.4%	Not Met
2nd Subsequent Year (2021-22)	25,330,107.00	30,553,607.00	20.6%	Not Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)</b>				
Current Year (2019-20)	38,598,834.00	45,002,916.00	16.6%	Not Met
1st Subsequent Year (2020-21)	35,460,792.00	36,902,389.00	4.1%	Met
2nd Subsequent Year (2021-22)	32,623,927.00	33,212,152.00	1.8%	Met

**6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Federal Revenue  
(linked from 6A  
if NOT met)

First Interim recognizes prior year carryover revenue and increased entitlements in Title funding, for both current year and subsequent years. These revenues were not included in Adopted Budget.

**Explanation:**  
Other State Revenue  
(linked from 6A  
if NOT met)

First Interim recognizes \$2.5 million in one-time Special Education Early Intervention PreK Grant funds for current year 2019-20.

**Explanation:**  
Other Local Revenue  
(linked from 6A  
if NOT met)

First Interim recognizes revenue increases from workers compensation insurance rebates, increases in local safety credit and ergonomic reimbursements, higher interest rates, and increased donations.

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Books and Supplies  
(linked from 6A  
if NOT met)

First Interim recognizes increased expenses that correlate to increased Federal revenues.

**Explanation:**  
Services and Other Exps  
(linked from 6A  
if NOT met)

First Interim recognizes increased legal expenses in current year, related to a Special Education class action settlement. Also recognized are increased expenses that correlate to increased Federal revenues.

**7. CRITERION: Facilities Maintenance**

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: Enter the Required Minimum Contribution if Budget data does not exist. Budget data that exist will be extracted; otherwise, enter budget data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	5,932,790.79	5,932,905.00	Met
2. Budget Adoption Contribution (information only) (Form 01CS, Criterion 7)		5,932,905.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:  
(required if NOT met  
and Other is marked)

**8. CRITERION: Deficit Spending**

**STANDARD:** Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in any of the current fiscal year or two subsequent fiscal years.

<sup>1</sup>Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District's Available Reserve Percentages (Criterion 10C, Line 9)	3.7%	3.1%	4.4%
<b>District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):</b>	<b>1.2%</b>	<b>1.0%</b>	<b>1.5%</b>

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals		Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)		
Current Year (2019-20)	(8,329,061.00)	152,880,085.00	5.4%	Not Met
1st Subsequent Year (2020-21)	(1,503,340.00)	147,885,101.00	1.0%	Met
2nd Subsequent Year (2021-22)	2,493,578.00	146,448,408.00	N/A	Met

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. **STANDARD NOT MET** - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation:  
(required if NOT met)

The District is experiencing planned deficit spending in the current year. The District has identified expenditure cuts in out years, to curtail deficit spending.

**9. CRITERION: Fund and Cash Balances**

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

**9A-1. Determining if the District's General Fund Ending Balance is Positive**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals		Status
	(Form 011, Line F2 )	(Form MYPI, Line D2)	
Current Year (2019-20)		10,922,730.00	Met
1st Subsequent Year (2020-21)		6,729,719.00	Met
2nd Subsequent Year (2021-22)		9,223,297.00	Met

**9A-2. Comparison of the District's Ending Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

**9B-1. Determining if the District's Ending Cash Balance is Positive**

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund		Status
	(Form CASH, Line F, June Column)		
Current Year (2019-20)		25,266,209.00	Met

**9B-2. Comparison of the District's Ending Cash Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:  
(required if NOT met)

**10. CRITERION: Reserves**

STANDARD: Available reserves<sup>1</sup> for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$69,000 (greater of)	0	to	300
4% or \$69,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

<sup>1</sup> Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	15,176	14,876	14,565
<b>District's Reserve Standard Percentage Level:</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

Yes

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?

2. If you are the SELPA AU and are excluding special education pass-through funds:

a. Enter the name(s) of the SELPA(s): \_\_\_\_\_

	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00		

**10B. Calculating the District's Reserve Standard**

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	213,127,807.00	205,499,278.00	202,993,846.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	213,127,807.00	205,499,278.00	202,993,846.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	6,393,834.21	6,164,978.34	6,089,815.38
6. Reserve Standard - by Amount (\$69,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	<b>6,393,834.21</b>	<b>6,164,978.34</b>	<b>6,089,815.38</b>

**10C. Calculating the District's Available Reserve Amount**

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	6,393,834.00	6,164,978.00	6,089,815.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	1,562,947.00	294,741.00	2,863,482.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	7,956,781.00	6,459,719.00	8,953,297.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	3.73%	3.14%	4.41%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>6,393,834.21</b>	<b>6,164,978.34</b>	<b>6,089,815.38</b>
Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

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**SUPPLEMENTAL INFORMATION**

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DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

**S1. Contingent Liabilities**

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

**S2. Use of One-time Revenues for Ongoing Expenditures**

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

**S3. Temporary Interfund Borrowings**

1a. Does your district have projected temporary borrowings between funds?  
(Refer to Education Code Section 42603)

1b. If Yes, identify the interfund borrowings:

**S4. Contingent Revenues**

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%  
or -\$20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may impact the General Fund**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the First Interim's Current Year data will be extracted. Enter First Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, if Form MYP exists, the data will be extracted into the First Interim column for the Current Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Current Year, and 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)</b>					
Current Year (2019-20)	(30,514,744.00)	(34,440,149.00)	12.9%	3,925,405.00	Not Met
1st Subsequent Year (2020-21)	(28,820,207.00)	(30,370,005.00)	5.4%	1,549,798.00	Not Met
2nd Subsequent Year (2021-22)	(29,954,638.00)	(31,303,410.00)	4.5%	1,348,772.00	Met
<b>1b. Transfers In, General Fund *</b>					
Current Year (2019-20)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2020-21)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2021-22)	0.00	0.00	0.0%	0.00	Met
<b>1c. Transfers Out, General Fund *</b>					
Current Year (2019-20)	1,830,606.00	330,606.00	-81.9%	(1,500,000.00)	Not Met
1st Subsequent Year (2020-21)	1,750,000.00	200,000.00	-88.6%	(1,550,000.00)	Not Met
2nd Subsequent Year (2021-22)	1,750,000.00	200,000.00	-88.6%	(1,550,000.00)	Not Met

**1d. Capital Project Cost Overruns**

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget?

No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for Items 1a-1c or if Yes for Item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

**Explanation:**  
(required if NOT met)

Reflects the continued needs of Special Education on the General Fund, as well as an additional contribution in the current year to a restricted local resource for Tech Refresh.

1b. MET - Projected transfers in have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

- 1c. NOT MET - The projected transfers out of the general fund have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify the amounts transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

**Explanation:**  
(required if NOT met)

Reflects a change in the way the General Fund (LCFF) contribution to Deferred Maintenance Fund 14 is recorded (now in Object 8091), as well as a decreased need for contribution to Child Nutrition Fund 13.

- 1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

**Project Information:**  
(required if YES)

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**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: If Budget Adoption data exist (Form 01CSI, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?  
(If No, skip items 1b and 2 and sections S6B and S6C)
- b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption?
2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2019
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	9	General Fund	General Fund	3,376,539
Certificates of Participation	28	Developer Fee/General Fund	Developer Fee/General Fund	11,174,000
General Obligation Bonds	27	Debt Service	Debt Service	262,301,666
Supp Early Retirement Program	3	General Fund	General Fund	2,442,129
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2019
<b>TOTAL:</b>				279,294,334

Type of Commitment (continued)	Prior Year (2018-19) Annual Payment (P & I)	Current Year (2019-20) Annual Payment (P & I)	1st Subsequent Year (2020-21) Annual Payment (P & I)	2nd Subsequent Year (2021-22) Annual Payment (P & I)
Capital Leases	399,297	402,454	407,017	412,908
Certificates of Participation	633,656	631,854	631,854	631,854
General Obligation Bonds	15,667,197	15,765,425	15,719,519	15,718,000
Supp Early Retirement Program	814,043	814,043	814,043	814,043
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2018-19) Annual Payment (P & I)	Current Year (2019-20) Annual Payment (P & I)	1st Subsequent Year (2020-21) Annual Payment (P & I)	2nd Subsequent Year (2021-22) Annual Payment (P & I)
Total Annual Payments:	17,514,193	17,613,776	17,572,433	17,576,805
Has total annual payment increased over prior year (2018-19)?		Yes	Yes	Yes

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**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

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DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the current or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

**Explanation:**  
(Required if Yes  
to increase In total  
annual payments)

Annual obligations for General Obligation Bonds have increased due to a local facilities bond measure passed in November 2016 with bond issuance in March 2017.

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**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

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DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

**Explanation:**  
(Required if Yes)

**S7. Unfunded Liabilities**

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in Items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes
-----

b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities?

Yes
-----

c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions?

No
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2. OPEB Liabilities

	Budget Adoption (Form 01CS, Item S7A)	First Interim
a. Total OPEB liability	89,501,987.00	81,160,496.00
b. OPEB plan(s) fiduciary net position (if applicable)	9,411,416.00	9,903,216.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	80,090,571.00	71,257,280.00

d. Is total OPEB liability based on the district's estimate or an actuarial valuation?

Actuarial	Actuarial
Jne 30, 2018	Jun 30, 2019

e. If based on an actuarial valuation, indicate the date of the OPEB valuation.

3. OPEB Contributions

a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method

	Budget Adoption (Form 01CS, Item S7A)	First Interim
Current Year (2019-20)	40,073,144.00	4,307,724.00
1st Subsequent Year (2020-21)	3,990,266.00	4,249,564.00
2nd Subsequent Year (2021-22)	3,990,266.00	4,205,944.00

b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)

Current Year (2019-20)	4,073,144.00	4,307,724.00
1st Subsequent Year (2020-21)	3,990,266.00	4,249,564.00
2nd Subsequent Year (2021-22)	3,990,266.00	4,205,944.00

c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2019-20)	3,877,481.00	4,400,693.00
1st Subsequent Year (2020-21)	4,212,966.00	4,083,125.00
2nd Subsequent Year (2021-22)	4,641,930.00	4,273,096.00

d. Number of retirees receiving OPEB benefits

Current Year (2019-20)	246	246
1st Subsequent Year (2020-21)	246	246
2nd Subsequent Year (2021-22)	246	246

4. Comments:

3.a. Amounts are from an alternative measurement method, not an actuarially determined contribution (ADC). Budget Adoption amount listed for current year is a type; the actual amount should be 4,073,144.

**S7B. Identification of the District's Unfunded Liability for Self-insurance Programs**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

No
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b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities?

n/a
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c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions?

n/a
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2. Self-Insurance Liabilities

a. Accrued liability for self-insurance programs  
b. Unfunded liability for self-insurance programs

Budget Adoption (Form 01CS, Item S7B)	First Interim

3. Self-Insurance Contributions

a. Required contribution (funding) for self-insurance programs  
Current Year (2019-20)  
1st Subsequent Year (2020-21)  
2nd Subsequent Year (2021-22)

Budget Adoption (Form 01CS, Item S7B)	First Interim

b. Amount contributed (funded) for self-insurance programs  
Current Year (2019-20)  
1st Subsequent Year (2020-21)  
2nd Subsequent Year (2021-22)


4. Comments:

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**S8. Status of Labor Agreements**

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since budget adoption, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

**If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:**

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period  
Were all certificated labor negotiations settled as of budget adoption?

If Yes, complete number of FTEs, then skip to section S8B.  
If No, continue with section S8A.

**Certificated (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of certificated (non-management) full-time-equivalent (FTE) positions	900.3	886.5	874.5	864.5

1a. Have any salary and benefit negotiations been settled since budget adoption?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.  
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.  
If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

**Negotiations Settled Since Budget Adoption**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year (2019-20)      1st Subsequent Year (2020-21)      2nd Subsequent Year (2021-22)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Yes	Yes	Yes
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**One Year Agreement**

Total cost of salary settlement

1,121,768	228,960	
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% change in salary schedule from prior year  
or

1.2%
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**Multiyear Agreement**

Total cost of salary settlement

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% change in salary schedule from prior year  
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

879,213
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7. Amount included for any tentative salary schedule increases

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**Certificated (Non-management) Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
10,515,325	10,340,185	10,194,235
capped at \$14,595	capped at \$14,595	capped at \$14,595
2.0%	0.0%	0.0%

**Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption**

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

Yes		
1,121,768	228,960	

If Yes, amount of new costs included in the interim and MYPs  
If Yes, explain the nature of the new costs:

a Cost of 1.25% salary increase in 2018-19, for salaries and all benefits, was not included in Adopted Budget certificated salaries and benefits lines (Objects 1xxx and 3xxx) due to the late agreement date; instead, an EFB assignment of \$4,190,800 was set aside for potential salary increases to all units. Costs for the 1.25% increase are now included in the 1st Interim certificated salaries and benefits lines.

**Certificated (Non-management) Step and Column Adjustments**

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
1,121,768	228,960	
1.2%	H&W cap change	

**Certificated (Non-management) Attrition (layoffs and retirements)**

- Are savings from attrition included in the interim and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
Yes	Yes	Yes

**Certificated (Non-management) - Other**

List other significant contract changes that have occurred since budget adoption and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

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**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Classified Labor Agreements as of the Previous Reporting Period**

Were all classified labor negotiations settled as of budget adoption?  
If Yes, complete number of FTEs, then skip to section S8C.   
If No, continue with section S8B.

**Classified (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of classified (non-management) FTE positions	833.0	767.5	763.5	761.5

1a. Have any salary and benefit negotiations been settled since budget adoption?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.  
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.  
If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?   
If Yes, complete questions 6 and 7.

**Negotiations Settled Since Budget Adoption**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?   
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?   
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	Yes	Yes	Yes

**One Year Agreement**

Total cost of salary settlement	452,084	192,307	
% change in salary schedule from prior year or	1.2%		

**Multiyear Agreement**

Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

- Funding source for all salary commitments is LCFF funding/General Fund resources.

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

7. Amount included for any tentative salary schedule increases

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)

**Classified (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
3,799,793	3,751,685	3,727,631
capped at \$12,027	capped at \$12,027	capped at \$12,027
less than .5%	0.0%	0.0%

**Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption**

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

Yes		
452,084	192,307	

If Yes, amount of new costs included in the interim and MYPs  
If Yes, explain the nature of the new costs:

. Cost of 1.25% salary increase in 2018-19, for salaries and all benefits, was not included in Adopted Budget in classified salaries and benefits lines (Objects 2xxx and 3xxx) due to the late agreement date; instead, an EFB assignment of \$4,190,800 was set aside for potential salary increases to all units. Costs for the 1.25% increase are now included in the 1st Interim classified salaries and benefits lines.

**Classified (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
452,084	192,307	
1.2%		

**Classified (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the Interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
Yes	Yes	Yes

**Classified (Non-management) - Other**

List other significant contract changes that have occurred since budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

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**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period**

Were all managerial/confidential labor negotiations settled as of budget adoption?   
If Yes or n/a, complete number of FTEs, then skip to S9.  
If No, continue with section S8C.

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of management, supervisor, and confidential FTE positions	82.0	75.0	75.0	75.0

- 1a. Have any salary and benefit negotiations been settled since budget adoption?  
If Yes, complete question 2.  
If No, complete questions 3 and 4.
- 1b. Are any salary and benefit negotiations still unsettled?  
If Yes, complete questions 3 and 4.

**Negotiations Settled Since Budget Adoption**

2. Salary settlement:	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	Yes	Yes	Yes
Total cost of salary settlement	156,900	50,184	
Change In salary schedule from prior year (may enter text, such as "Reopener")	1.2%		

**Negotiations Not Settled**

3. Cost of a one percent increase in salary and statutory benefits	<input type="text" value="122,972"/>		
	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
4. Amount included for any tentative salary schedule increases			

**Management/Supervisor/Confidential Health and Welfare (H&W) Benefits**

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	817,342	817,342	817,342
3. Percent of H&W cost paid by employer	capped at \$12,011	capped at \$12,011	capped at \$12,011
4. Percent projected change in H&W cost over prior year	less than .5%		

**Management/Supervisor/Confidential Step and Column Adjustments**

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	156,900	50,184	
3. Percent change in step and column over prior year	1.2%		

**Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)**

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Are costs of other benefits included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of other benefits	45,490	45,490	45,490
3. Percent change in cost of other benefits over prior year	0.0%	0.0%	0.0%

**S9. Status of Other Funds**

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

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**S9A. Identification of Other Funds with Negative Ending Fund Balances**

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DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

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**ADDITIONAL FISCAL INDICATORS**

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The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)
  
- A2. Is the system of personnel position control independent from the payroll system?
  
- A3. Is enrollment decreasing in both the prior and current fiscal years?
  
- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?
  
- A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
  
- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?
  
- A7. Is the district's financial system independent of the county office system?
  
- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)
  
- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

**Comments:**  
(optional)

A6: District offers uncapped health benefits to vested retirees hired prior to 2013 and to age 69.  
A9: New superintendent as of July 1, 2019.

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**End of School District First Interim Criteria and Standards Review**

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SACS2019ALL Financial Reporting Software - 2019.2.0  
12/5/2019 1:46:35 PM

56-72538-0000000

First Interim  
2019-20 Original Budget  
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

### IMPORT CHECKS

### GENERAL LEDGER CHECKS

### SUPPLEMENTAL CHECKS

### EXPORT CHECKS

Checks Completed.

SACS2019ALL Financial Reporting Software - 2019.2.0  
 12/5/2019 1:59:59 PM

56-72538-0000000

First Interim  
 2019-20 Board Approved Operating Budget  
 Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**IMPORT CHECKS**

**GENERAL LEDGER CHECKS**

EFB-POSITIVE - (W) - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to resolve them. EXCEPTION

FUND	RESOURCE	NEG. EFB
01	9010	-185,792.00

Explanation: There is an error in the posted beginning fund balance for Resource 9010 (9012-Donations), which will be corrected with the posting of the 1st Interim budget.

Total of negative resource balances for Fund 01 -185,792.00

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
01	9010	9790	-185,792.00

Explanation: There is an error in the posted beginning fund balance for Resource 9010 (9012-Donations), which will be corrected with the posting of the 1st Interim budget.

**SUPPLEMENTAL CHECKS**

**EXPORT CHECKS**

Checks Completed.

SACS2019ALL Financial Reporting Software - 2019.2.0  
12/5/2019 1:44:08 PM

56-72538-0000000

First Interim  
2019-20 Projected Totals  
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

### IMPORT CHECKS

### GENERAL LEDGER CHECKS

### SUPPLEMENTAL CHECKS

### EXPORT CHECKS

CASHFLOW-PROVIDE - (W) - A Cashflow Worksheet (Form CASH) must be provided with your Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.) EXCEPTION

Explanation: A Cashflow Worksheet in Excel format (other than Form CASH) is included with the 2019-20 First Interim Budget Report.

Checks Completed.

SACS2019ALL Financial Reporting Software - 2019.2.0  
12/5/2019 4:52:06 PM

56-72538-0000000

First Interim  
2019-20 Actuals to Date  
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

### IMPORT CHECKS

### GENERAL LEDGER CHECKS

INTERFD-DIR-COST - (W) - Transfers of Direct Costs - Interfund (Object 5750)  
do not net to zero for all funds. EXCEPTION

<u>FUND</u>	<u>OBJECT 5750</u>
01	729.21
12	7,057.85
13	-8,287.06
Net:	-500.00

Explanation: This is an accounting error that will be corrected in the next budget reporting period.

### SUPPLEMENTAL CHECKS

### EXPORT CHECKS

Checks Completed.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section E: Approval of Minutes

**Approval of Minutes**

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October 30, 2019 Special Board Meeting  
November 13, 2019 Regular Board Meeting

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**ADDITIONAL MATERIALS:**

**Attached:** [10-30-2019Special Board Meeting.pdf](#)  
[11-13-2019 Bd Minutes.pdf](#)

Special Board Meeting  
October 30, 2019

The meeting was called to order at 5:10 p.m. by President Robles-Solis. CALL TO ORDER

The audience recited the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Present were President Veronica Robles-Solis, Trustees Jesus Vega, Denis O’Leary, Debra M. Cordes and Monica Madrigal Lopez. Also present were Superintendent Karling Aguilera-Fort and Ms. Nitasha Sawhney with Garcia Hernandez & Sawhney. ROLL CALL

On motion by Trustee O’Leary, seconded by Trustee Cordes and carried on a roll call vote of 5-0, the agenda was adopted, as presented. ADOPTION OF THE AGENDA

- David Cruz: Crossing guards
  - Jeff Burum: school crossing guards and safety
- PUBLIC COMMENTS

Closed Session: The Board of Trustees convened to closed session to discuss matters in the agenda: CLOSED SESSION

A. Pursuant to Section 54957 of the Government Code and Section 44943 of the Education Code the Board considered personnel matters, including:

Public Employee Evaluation:  
- District Superintendent

B. The Board discussed District’s Vision and Mission, Goals and Objectives for school year 2019-2020.

The Board reconvened to open session and President Robles-Solis reported no actions were taken during closed session. REPORT OUT OF CLOSED SESSION

There being no further business, on motion by Trustee O’Leary, seconded by Trustee Cordes, and after a roll call vote of 5-0, President Robles-Solis adjourned the meeting at 9:10 p.m. ADJOURNMENT

Respectfully submitted,

Mr. Karling Aguilera-Fort, Ed. D.  
District Superintendent and  
Secretary to the Board of Trustees

By our signatures below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of October 30, 2019, on motion by \_\_\_\_\_, and seconded by\_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

Regular Board Meeting  
November 13, 2019

The Board of Trustees of the Oxnard School District met in regular session at 5:03 p.m. on Wednesday, November 13, 2019 at the Educational Service Center. CALL TO ORDER

Present were Trustees Debra Cordes, Denis O’Leary, Monica Madrigal Lopez and President Veronica Robles-Solis. Trustee Jesus Vega was absent. Staff members present were District Superintendent Karling Aguilera-Fort, Assistant Superintendents Ana DeGenna, Janet Penanhoat and Jesus Vaca, and Administrative Assistant Monica Noriega. ROLL CALL

Dr. Richard Caldwell, Principal at Frank School, Academy of Marine Science & Engineering, introduced Danya Mendoza, 8<sup>th</sup> grader in Ms. Storey's class, who led the audience in the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Arturo Rios, 8<sup>th</sup> grader in Ms. Storey’s class, read the District’s Vision and Mission Statements in English and Spanish. DISTRICT’S VISION AND MISSION STATEMENTS

Dr. Richard Caldwell, provided a short presentation to the Board regarding Frank School, Academy of Marine Science and Engineering. Following the presentation, Trustee Madrigal Lopez, presented a token of appreciation to the students that participated in the Board Meeting, on behalf of the Board. PRESENTATION BY FRANK SCHOOL , ACADEMY OF MARINE SCIENCE AND ENGINEERING

A.5 On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board approved the agenda with the following amendment: ADOPTION OF THE AGENDA

- Item C.10 should read: **Approval of Contractor Contingency Allocation No. 008 to the Elm Elementary School Reconstruction Project and Return of Unused Contractor Contingency Funds to Master Construct and Implementation Program Reserve.**

A.6 Dr. Ginger Shea, Director of the Afterschool Program, and Ms. Letitia Austin, Public Information Officer, presented an update to the process of renaming an existing school and naming a new school - Haydock. The presentation revisited the actions discussed at the May 15, 2019 board meeting and outlined the next steps. The Board requested a copy of the policy related to school renaming; suggested the possibility to rename other schools; requested more specific information on the process and advisory committees; and suggested that the names of new schools under construction should be scrutinized while the project is in the implementation stage. STUDY SESSION - PROCESS OF RENAMING EXISTING SCHOOL AND NAMING NEW SCHOOL

A.7 No one addressed the Board. PUBLIC PARTICIPATION/ COMMENTS

A.8 ANNOUNCEMENTS PRIOR TO CLOSED SESSION November 13<sup>th</sup>, 2019: CLOSED SESSION  
The Board recessed to Closed Session at 5:49 p.m. to consider the following:

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION: two (2) cases
- EXISTING LITIGATIONS: Existing litigations, four (4) cases
  - OAH Case No. 2019-09-0734
  - OAH Case No. 2019-07-0846
  - OAH Case No. 2019-10-495
  - J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

Secondly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services, and Garcia Hernandez & Sawhney, LLP, the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Thirdly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under *Government Code*, Section 54956.8:

Property: 1051 South A Street, Oxnard, CA 93030; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc.

Under Negotiations: Instruction to agency negotiator on price and terms.

Lastly, PUBLIC EMPLOYEE(S) DISCIPLINE / DISMISSAL / RELEASE, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- Appointment:
  - Assistant Principal
  - Interim Special Education Manager

A.9 The Board convened to closed session at 5:49 p.m. until approximately 7:09 p.m. to discuss items on the closed session agenda. CLOSED SESSION

A.10 President Robles-Solis reported out of closed session: REPORT ON CLOSED SESSION  
 On motion by Trustee O’Leary, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board approved the Settlement Agreement in case OAH 2019-09-0734. (Motion # 19-56)

On motion by Trustee Madrigal Lopez, seconded by Trustee O’Leary, and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board approved the Settlement Agreement in case OAH 2019-07-0846 (Motion # 19-57)

On motion by Trustee Cordes, seconded by Trustee O’Leary, and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board approved the Settlement Agreement in case OAH 2019-10-495 (Motion # 19-58)

A.11 On October 11, 2019, at the Oxnard Performing Arts Convention Center, Oxnard School District students competed with other school districts throughout Ventura County. The competition was open to all students in 6<sup>th</sup> –8<sup>th</sup> grade who attend a Ventura County public school. Students received the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place. Oxnard School District winners were: STUDENT RECOGNITION: AMAE VENTURA COUNTY LATINO/INDIGENOUS STUDENT SPEECH COMPETITION

- Kamala 6<sup>th</sup> grader – Melina Garcia Orozco – 2<sup>nd</sup> place (subject: Ellen Ochoa)

- Chavez 7<sup>th</sup> grader – Janeth Melchor – 1<sup>st</sup> place (subject: Frida Kahlo)
- Soria 8<sup>th</sup> grader – Tania Garcia – 3<sup>rd</sup> place (subject: Juan Felipe Herrera)

Trustee Cordes, President Robles-Solis and Trustee O’Leary, on behalf of the Board, gave a token of appreciation to the 3 winners

A.12 The National Association of School Psychologists, (NASP) has recognized November 11-15, 2019 as School Psychology Awareness Week, “Find Your Focus!” The District recognizes School Psychologists for the important and vital role that they play in the personal and academic development and success of the Oxnard School District students. School Psychologists collaborate with educators, parents, and other professionals to create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community for all students.

ADOPTION AND PRESENTATION OF RESOLUTION #19-16 FOR SCHOOL PSYCHOLOGY AWARENESS WEEK NOVEMBER 11-15, 2019 (Motion # 19-59)

On motion by Trustee O’Leary, seconded by Trustee Cordes, and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board of Trustees approved the Adoption and Presentation of Resolution #19-16, in recognition of 2019 School Psychology Awareness Week. Ms. Danielle Edwards thanked the Board.

**B PUBLIC COMMENTS/HEARINGS**

**PUBLIC COMMENTS**

**B.1 Public Comments**

- Jessica Vargas Ruiz, Padres Juntos Promoviendo la Educación representative, thanked the Support received from the District and shared with the Board and the public some of their present and future projects.
- Soledad Barragan donated her time to Jessica Vargas Ruiz.
- Frida Martinez donated her time to Jessica Vargas Ruiz.
- Mr. Chris Ridge gave some words of appreciation to the parents and thanked them for their work.

**C CONSENT AGENDA**

**CONSENT AGENDA**

On Motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board approved the Consent Agenda as amended.

APPROVAL OF THE CONSENT AGENDA (Motion # 19-60)

- Item C.5 from the Consent Agenda was moved to Action Item D.4 as requested by the Board.

C.1 Approval to attend an out-of-state site visit to the National Center for Teacher Residencies Institute in Chicago, Illinois from January 21, 2020 through January 24, 2020. Amount not to exceed \$1,000.00 for ground travel and meals, to be paid with Human Resources Recruitment funds.

(Approval to Attend Out-of-State Site Visit to the National Center for Teacher Residencies Institute in Chicago, Illinois)

C.2 Approval of the Mathematics Manager Job Description, as presented. Salary will be between \$105,919- \$125,838; 60% from Title I funding and 40% from the Low Performing Students Block Grant.

(Approval of Mathematics Manager Job Description)

C.3 Approval to set the substitute pay rate at \$121.00/day that would make us competitive with most surrounding districts. Amount not to exceed \$100,000, to be paid from the General Fund. Over the past three years, we have experienced a significant shortage of substitutes that has directly affected our ability to cover absent teachers. In addition, it has limited our ability to offer professional development sessions and teacher collaboration at our sites. (Approval of Change in Substitute Teacher Pay Rate)

C.4 Review and acceptance of the 2019-2020 1st Quarter Williams VCOE Activity Report, as presented. (2019-2020 1st Quarter Williams VCOE Activity Report)

**C.5 Item C.5 was moved to Action items as Item D.4**

*Approval of the establishment, abolishment, and increase of the positions as presented.*

*Fiscal Impact:*

*Cost for Campus Assistant - \$17,756 General*

*Cost for Paraeducator III - \$29,425 Special Education*

*Cost for 8 Paraeducator II's - \$232,840 Special Education*

*Cost for 2 Special Education Services Coordinator's - \$138,042 Special Education*

*Saving for 2 Family Liaison's - \$135,956 General*

*Cost for 2 Paraeducator II's - \$29,560 Special Education*

*Cost for Library Media Technician - \$5,926 General*

*Cost for Paraeducator III - \$3,863 Special Education.*

**Moved to Action Items as item D.4**

*(Establish/ Abolish/ Increase/ Reduce Hours of Positions)*

C.6 Approved the establishment and increase of the positions as presented. (Personnel Actions)  
 Cost for Paraeducator II - \$28,679.00 - Special Education Funds  
 Cost for Paraeducator III - \$1,278.00 - Special Education Funds

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment. (Classified)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hires</u>		
Cervantes Godinez, Maria F.	Paraeducator I, Position #7275 Elm 4.17 hrs./183 days	10/28/2019
Estrada, George M.	Paraeducator II, Position #8966 Special Education 5.75 hrs./183 days	10/21/2019
Gutierrez, Juan Carlo	Paraeducator I, Position #7192 Rose Ave. 4.17 hrs./183 days	10/28/2019
Naranjo, Cristina	Paraeducator II, Position #7844 Pupil Services 5.75 hrs./183 days	10/21/2019
Lee, Alisha L.	Paraeducator III, Position #9274 Special Education 5.75 hrs./183 days	10/28/2019
Ochoa, Priscilla R.	Paraeducator III, Position #8542 Special Education 5.75 hrs./183 days	10/17/2019
Priskin, Melinda	Payroll Technician, Position #9175 Budget&Finance 8.0 hrs./246 days	10/14/2019
Pulido, Daniel M.	Paraeducator III, Position #2683 Special Education 5.75 hrs./183 days	10/28/2019

Rios, Ruby N.	Paraeducator II, Position #9202 Special Education 5.75 hrs./183 days	10/21/2019
Torres, Daniela	Paraeducator II, Position #5561 Special Education 5.75 hrs./183 days	10/01/2019
Tougas, Laura	Paraeducator III, Position #7902 Special Education 5.75 hrs./183 days	10/14/2019
Zendejas, Yvette M.	Paraeducator I, Position #7170 Curren 3.17 hrs./183 days	10/22/2019

Limited Term

Quintana, Valerie	Campus Assistant (substitute)	10/12/2019
Fernandez, Maria G.	Campus Assistant (substitute)	10/21/2019
Hernandez, Juan Jose	Custodian (substitute)	09/17/2019
Romero, Elias D.	Custodian (substitute)	09/26/2019

Exempt

Delgado, Jorge	AVID Tutor	10/22/2019
Sandoval, Stephanie	AVID Tutor	10/18/2019
Vargas, Gabriel	AVID Tutor	10/12/2019

Promotional

Flores, Guillermina M.	Bus Driver, Position #1453 Transportation 6.0hrs./183 days Transportation Driver, Position #8705 Transportation 5.5 hrs./183 days	10/15/2019
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Increase in Hours

Gomez, Carol E.	Library Media Technician, Position #2253 Frank 7.0 hrs./192 days Library Media Technician, Position #2253 Frank 6.0 hrs./192 days	10/25/2019
Trejo, Leticia T.	Office Assistant II, Position #1983 Marshall 7.0 hrs./203 days Office Assistant II, Position #1983 Marshall 5.0 hrs./203 days	10/14/19

Increase in Days

Hernandez, Maria D.	Office Assistant II, Position #475 Haydock 8.0 hrs./203 days Office Assistant II, Position #475 Haydock 8.0 hrs./192 days	10/16/2019
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Transfer

Reyes, Juan C.	Custodian, Position #632 Lemonwood 8.0 hrs./246 days Custodian, Position #6448 Driffill 4.0 hrs./246 days	11/4/2019
Romero, Sandra	Campus Assistant, Position #8515 Harrington 5.5 hrs./180 days	11/01/2019

Salazar, Alex D.	Campus Assistant, Position #3064	
	Harrington 4.0 hrs./180 days	
	Campus Assistant, Position #8507	11/04/2019
	Marshall 5.5 hrs./180 days	
	Campus Assistant, Position #6548	
	Ramona 5.75 hrs./180 days	

Resignation

Murcia, Elsy A.	Paraeducator III, Position #2857	10/25/2019
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Listed below are the recommended Certificated Personnel Actions, presented to the Board of (Certificated) Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hires</u>		
Donnelly, Briana	Counselor	October 16, 2019
Barrera, Roberto	Substitute Teacher	2019/2020 School Year
Fernandez, Josiah	Substitute Teacher	2019/2020 School Year
Romero, Patricia	Substitute Teacher	2019/2020 School Year
Sperling, Laura	Substitute Teacher	2019/2020 School Year
Vaca, Anthony	Substitute Teacher	2019/2020 School Year

Leave of Absence

Usuki Trinh, Lauren	Teacher	11/13/19 – 12/20/19
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**Section C: APPROVAL OF AGREEMENTS**

C.7 Approval of Agreement #19-151 with GEMAS Consulting. Amount not to exceed \$1,540.00, to be paid from the General Fund. GEMAS Consulting will provide a 90 minute presentation titled "La Sabiduría de los Padres/The Wisdom of Parents", at the DELAC meeting to be held in December 2019.	(Approval of Agreement #19-151 – GEMAS Consulting)
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C.8 Approval of the award of Field Contract #FC-P20-02057 to the lowest responsible bidder, VenTerra Environmental Inc., in the amount of \$9,958.00. The project will be funded through Routine/Restricted Maintenance Funds.	(Approval of Field Contract #FC-P20-02057– VenTerra Environmental Inc.)
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C.9 Approval of award of Field Contract #FC-P20-02059 to Reliable Floor Covering Inc., in the amount of \$7,880.00. The project will be funded through Routine/Restricted Maintenance Funds.	(Approval of Field Contract #FC-P20-02059– Reliable Floor Covering Inc.)
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C.10 Approval of CCA No. 007 to CSA #16-199 with Bernards related to the Elm Elementary School Reconstruction Project. If approved, the decrease to project budget and the reallocation of funds to the Program Reserve will be reflected in the District’s next Semi-Annual Update to the Master Construct and Implementation Program Report. CCA No. 007 will be a COST to the Contractor Contingency line item of CSA #16-199 for \$14,156.00. This allocation will not increase the Project’s overall budget. After Board	(Approval of Contractor Contingency Allocation No. 007 to the Elm Elementary School Reconstruction Project and Return of Unused
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approval of CCA No. 007, the remaining balance of the Contractor Contingency Allocation will be \$3,867.00. Unused Contractor Contingency Allocation funds shall be returned to the Master Construct and Implementation Program Reserve.

Contractor Contingency Funds to Master Construct and Implementation Program Reserve)

C.11 Approval of the award of Field Contract #FC-P20-02067 to David Atkin Construction Inc., in the amount of \$13,857.00, to be paid with Routine/Restricted Maintenance Funds.

(Approval of Field Contract #FC-P20-02067– David Atkin Construction Inc.)

C.12 Approval of Credit Change Order No. 024 to Construction Services Agreement #15-198 with Swinerton Builders related to the Lemonwood ECDC Renovation Project. Furthermore, it is recommended that the Board approve the transfer of \$58,704.48 into the project contingency to account for this credit. The Architect and General Contractor identified project savings.

(Approval of Credit Change Order No. 024 to Construction Services Agreement #15-198 with Swinerton Builders to adjust costs for the Lemonwood K-8 School Reconstruction (ECDC))

C.13 Approval of Agreement #19-156 with San Mateo-Foster City School District. Amount not to exceed \$2,500.00, to be paid with CNS funds. Oxnard School District receives a USDA Commodity entitlement annually. By collaborating with other participating Super Co-Op school districts in the area of receiving commodity goods, districts have expanded choices, delivery flexibility and availability to utilize unused entitlement.

(Approval of Agreement #19-156 - San Mateo-Foster City School District - Super Co-Op)

C.14 Approval of Agreement #19-158 with Institute for Educational Leadership as outlined above. For an amount not to exceed \$17,000.00, to be paid with Title 1 funds. The Institute for Educational Leadership (IEL) team will visit OSD to meet with the Superintendent and his senior team, key district staff, and, if possible conduct focus group sessions with a cross section of constituents including, but not limited to principals, assistant principals, teachers and para-professionals, parents, community partners, and cross-sector leaders. The IEL team will also collect and examine key policy documents, strategic and operational plans, and other artifacts that inform current OSD practices, and systems (structures and processes). During the report and recommend phase, IEL will review all data collected during the exploration phase and draft a report including detailed recommendations and a suggested timeline. Agreement #19-158 includes Phases 1 through 3 only. Phase 4 - Implementation will be under a separate agreement and the timeline will be determined at a later date. Term of Agreement is November 14, 2019 through June 30, 2020.

(Approval of Agreement #19-158 - Institute for Educational Leadership)

#### Section C: RATIFICATION OF AGREEMENTS

C.15 Ratification of Agreement #19-147 with the Center for Teaching for Biliteracy. The Center for Teaching for Biliteracy will provide virtual check-in sessions in the area of the Dual Language Program during the 2019-2020 school year. Term of Agreement is July 1, 2019 through June 30, 2020. Amount not to exceed \$62,050.00, to be paid with Title 1 funds.

(Ratification of Agreement #19-147 – Center for Teaching for Biliteracy)

C.16 Ratification of Agreement/MOU #19-145 with Santa Clara Elementary School. Amount not to exceed \$1,300.88, to be paid with Title III Allocation funds. The Oxnard School District will provide services to Santa Clara Elementary School, a private school

(Ratification of Agreement/MOU #19-145

located within the geographic jurisdiction of this school district, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2019-2020 school year. – Santa Clara Elementary School)

C.17 Ratification of Agreement/MOU #19-146 with St. Anthony’s School. Amount not to exceed \$2,276.54, to be paid with Title III Allocation funds. The Oxnard School District will provide services to St. Anthony’s School, a private school located within the geographic jurisdiction of this school district, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2019-2020 school year. (Ratification of Agreement/MOU #19-146 – St. Anthony’s School)

C.18 Ratification of Agreement #19-148 with Central Drug System Inc. Amount not to exceed \$5,000.00, to be paid from the General Fund (for the 3 year period). Central Drug System Inc. will implement and administer a comprehensive program of drug and alcohol testing for Oxnard School District Transportation employees as mandated by the Omnibus Transportation Employee Testing Act of 1991 (the Act). (Ratification of Agreement #19-148, Central Drug System Inc.)

C.19 Ratification of Change Order No. 25 for Master Agreement #16-199 with Bernard Bros Inc. Amount not to exceed \$457,500.00 to be paid out of the Master Construct and Implementation Funds. Over the course of construction of the Elm Elementary School Reconstruction Project, unforeseen changes occurred affecting the project scope. (Ratification of Change Order No. 025 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction)

C.20 Ratification of Amendment #1 to Agreement #19-73 with California Department of Education, Child Development Division. The amount of \$48,486.00 in additional funding to Oxnard School District, for a revised total maximum reimbursable amount of \$1,541,661.00. At the Board meeting of August 7, 2019, the Board of Trustees ratified Agreement #19-73 with the California Department of Education, Child Development Division, including the funding amount of \$1,493,175.00, for the operation of seven (7) state preschools. Amendment #1 includes an increase to the maximum reimbursable amount (MRA) for \$48,486.00, for a revised total agreement amount of \$1,541,661.00, for the 2019-2020 fiscal year. (Amendment #1 to Agreement #19-73 – California Department of Education – Child Development Division Contract #CSPP-9670)

C.21 Ratification of Change Order No. 022 for \$8,986.10, to be paid to Swinerton, from Master Construct and Implementation Funds. Over the course of the construction of the Lemonwood Elementary School Reconstruction Project, while performing the City approved off-site work, the City inspector directed the removal of an unforeseen ACP fire line piping that was encountered. (Ratification of Change Order No. 022 to Construction Services Agreement #15-198 with Swinerton Builders to adjust costs for the Lemonwood K-8 School Reconstruction)

C.22 Ratification of Change Order No. 023 in the amount of \$33,382.33, to be paid from Master Construct and Implementation Funds, to Construction Services Agreement #15-198 with Swinerton Builders to adjust costs for the Lemonwood K-8 School Reconstruction. (Ratification of Change Order No. 023 to Construction Services Agreement #15-198 with Swinerton Builders to adjust costs for the

Section D: ACTION ITEMS

D.1 Ms. Anna Thomas, Director of Curriculum, Instruction and Accountability provided the Board a presentation on the SPSA plans of 19 of the schools for 2019-20 school year for their approval. Juan Soria school would submit its SPSA on the December Board Meeting. Ms. Thomas and Dr. Ana DeGenna, Assistant Superintendent of Educational Services, answered some questions from the Board regarding the STAR assessment, the Interim Assessment Blocks, the focus on reading, the library, MyOn, books in Spanish, Boot Camp, and the migrant and GATE programs.

On Motion by Trustee O’Leary, seconded by Trustee Cordes, and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board approved the Variable Term Service Waiver in Speech Language Pathology for Faith Park, as presented.

D.2 On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board adopted Resolution #19-15, to change the date of the Annual Organizational Board Meeting originally scheduled for December 11, 2019 to December 18, 2019 as follows:

The regular Board meeting for December 2019 was initially set for December 11, 2019. Due to the passage of AB2449, it is proposed that the date for the December Board meeting be changed to December 18, 2019. The annual organizational meeting must take place within the 15-day period after the first Friday in December (Education Code section 34143/72000(c)).

A Special Board Meeting was scheduled on December 11, 2019.

D.3 Ms. Justine Fischer thanked the Board for Resolution #19-17 and talked about the program Statistics in Schools.

The Oxnard School District, in partnership with the Ventura County 2020, Ventura Office of Education, Complete Court Committee, local education agencies, other local governments, the State, businesses, and community organizations, is committed to robust outreach and communication strategies, focusing on reaching the hardest-to-count individuals. The data collected by the decennial Census determines the number of seats each state has in the U.S. House of Representatives, and is used to distribute billions of dollars in federal funds to state and local governments. The data is also used in the redistricting of state legislatures, county boards of supervisors and city councils.

Ms. Fischer clarified the Board’s concerns.

On motion by Trustee O’Leary, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board adopted Resolution #19-17, in recognition of the importance of the 2020 U.S. Census and its support in helping to ensure a complete, fair, and accurate count of all Californians as presented.

D.4 After a clarification by Dr. Jesus Vaca, Assistant Superintendent of Human Resources and Support Services, on motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board, approved the establishment, abolishment, and increase of the positions as presented.

Fiscal Impact:

Cost for Campus Assistant - \$17,756 General

APPROVAL OF THE  
SINGLE PLANS FOR  
STUDENT  
ACHIEVEMENT: 19  
SCHOOL SITES  
(Motion # 19-61)

ADOPTION OF  
RESOLUTION #19-15 –  
CHANGE DATE OF  
DECEMBER REGULAR  
BOARD MEETING TO  
DECEMBER 18, 2019 –  
ANNUAL  
ORGANIZATIONAL  
MEETING OF  
GOVERNING BOARDS  
(Motion # 19-62)

ADOPTION OF  
RESOLUTION #19-17 -  
2020 CENSUS  
PARTNERSHIP  
(Motion # 19-63)

APPROVAL OF THE  
ESTABLISHMENT,  
ABOLISHMENT, AND  
INCREASE OF THE  
POSITIONS AS  
PRESENTED

Cost for Paraeducator III - \$29,425 Special Education  
Cost for 8 Paraeducator II's - \$232,840 Special Education  
Cost for 2 Special Education Services Coordinator's - \$138,042 Special Education  
Saving for 2 Family Liaison's - \$135,956 General  
Cost for 2 Paraeducator II's - \$29,560 Special Education  
Cost for Library Media Technician - \$5,926 General  
Cost for Paraeducator III - \$3,863 Special Education

(Motion # 19-64)

E.1 On motion by Trustee O'Leary, seconded by Trustee Cordes, and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board approved the minutes of regular and special board meetings, as submitted:

APPROVAL OF  
MINUTES  
(Motion # 19-65)

- October 9, 2019, Regular Board Meeting
- October 23, 2019, Regular Board Meeting

## G. CONCLUSION

### G.1 Superintendent Karling Aguilera-Fort

SUPERINTENDENT  
ANNOUNCEMENTS

- Reported he attended the AMAE ceremony awards.
- Reported the past week he attended the Education Foundation award ceremony to recognize the students that met and exceeded the standards -and this year for first time- the students that moved closer to meeting or exceeding the standards. Mr. Aguilera-Fort expressed his satisfaction to see former Oxnard School District students, now in high school, receiving awards.
- Thanked Dr. Edd Bond and Noemi Valdez for their work with the Foundation.
- Reported that the previous week he was formally introduced to the Oxnard City Council and presented a brief summary of the work being done in collaboration with the City mainly in the area of safety.
- The past week most of the schools were celebrating the Red Ribbon school with anti-drugs and anti-bullying activities.
- Shared that the District had been working in close collaboration with the City of Oxnard and the Oxnard Police Department on a traffic and safety assessment in several schools. Within three months, the assessment would be completed for all schools in the district. Based on the data collected, the report would inform which are the resources needed. Mr. Aguilera-Fort recognized the work carried out by Ms. Norma Magaña, Oxnard School District Risk Manager, conducting these assessments.
- Informed that the District received several calls, emails and texts regarding schools closures. Reassured the community that the students and employees well-being is very important. Explained that school closure is the last resource and if indoor work and activities are safe, there is no need to have schools and offices closed. Decisions were taken based on data and a flow chart.
- Announced that he was pleased and relieved after completing his doctorate dissertation.

### Trustee Cordes

- Congratulated Dr. Karling Aguilera-Fort for his doctorate.
- Thanked principals and administrators for the presentation on the SPSA plans.
- Stated that she understands that closure of schools due to bad weather/conditions is a hard decision to make.

TRUSTEES  
ANNOUNCEMENTS

- Reported she attended the Award of Excellence and was happy to see that it was well attended by students.
- Congratulated the department for their Halloween decoration.

Trustee Vega

- Absent.

Trustee O’Leary

- Thanked everyone for the presentation on the SPSA plans.
- Mentioned that he was introduced to the new Mexican Consul Euclides de la Moral. Suggested to invite him to the next Board meeting so he can introduce himself to the Board.
- Requested an update on Plaza Comunitaria program.

Trustee Madrigal Lopez

- Thanked everyone for the SPSA plans that were delivered ahead of time, as this gave them more time to read them.
- Requested Dr. Vaca present more information on Cultural Proficiency.

President Robles-Solis

- Congratulated the students awarded by the Oxnard Education Foundation and thanked Oxnard Foundation for organizing this event.
- Thanked Padres Juntos Promoviendo la Educación for their work to improve education for all children in the community.
- Requested a Williams Act report on all K-8 and 6-8 schools regarding textbooks.

### G.3 ADJOURNMENT

### ADJOURNMENT

There being no further business, on motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0, being Trustee Vega absent, President Robles-Solis adjourned the meeting at 8:58 p.m.

Respectfully Submitted,

Karling Aguilera-Fort, Ed.D.  
District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
the Governing Board of the Oxnard School District approves the Minutes of the Regular  
Board meeting of November 13, 2019, on motion by Trustee  
\_\_\_\_\_, seconded by Trustee\_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 18, 2019

**Agenda Section:** Section F: Board Policies, First Reading

**Board Policies, Regulations and Bylaws**

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No Board policies will be approved at this meeting.

**FISCAL IMPACT:**

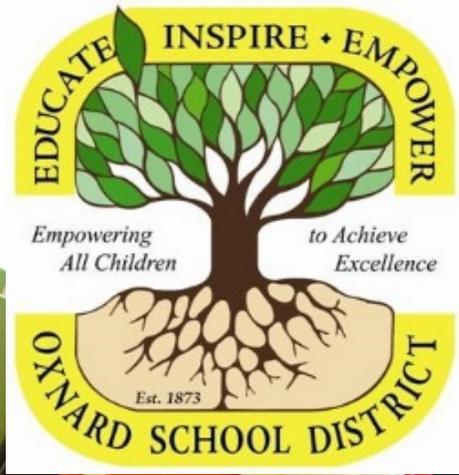
N/A

**RECOMMENDATION:**

No Board policies will be approved at this meeting.

**ADDITIONAL MATERIALS:**

**Attached:**



# Superintendent's Highlights

November 13, 2019

Mr. Karling Aguilera-Fort



# Oxnard Education Foundation Awards

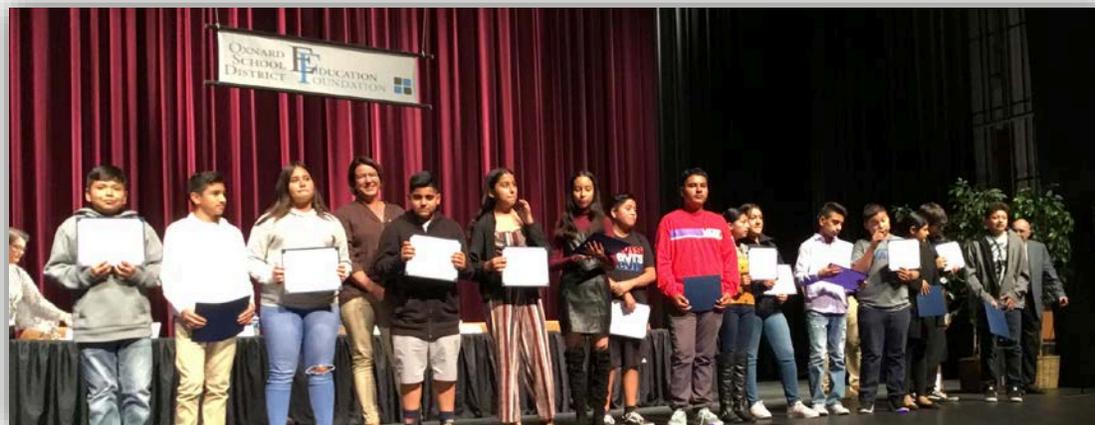
October 29 & 30



**Jayden M., a student at Harrington School, was given the Superintendent's Award.**



**Abigail T., a student at Brekke School, was given the Superintendent's Award.**



# Presentation: Oxnard City Council Meeting

Tuesday, November 5



# Red Ribbon Week Activities

October 23 - October 31

Theme: "Send A Message. Stay Drug Free."



# Traffic and Safety Assessments w/OPD



# Emergency and School Closures

## When, Why, How?

